

AGREEMENT

between

**LOCAL UNION No. 89 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

and

**NORTHWEST WASHINGTON ELECTRICAL INDUSTRY JOINT
APPRENTICESHIP AND TRAINING TRUST**

**CLERICAL OFFICE EMPLOYEES OF THE NORTHWEST
WASHINGTON ELECTRICAL INDUSTRY JOINT APPRENTICESHIP
AND TRAINING COMMITTEE**

Effective July 1, 2024

Through June 30, 2027

AGREEMENT BETWEEN LOCAL UNION No. 89, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO AND THE NORTHWEST WASHINGTON ELECTRICAL INDUSTRY JOINT APPRENTICESHIP AND TRAINING TRUST

THIS AGREEMENT, made and entered into this 27th day of June, 2024, by and between Northwest Washington Electrical Industry Joint Apprenticeship & Training Trust (J.A.T.T.), herein after known as the Employer and International Brotherhood of Electrical Workers, Local Union No. 89, herein after known as the Union. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and other terms and conditions of employment for the clerical employees of the Employer who are represented by the Union as set forth in Article I.

ARTICLE I - RECOGNITION

1.1 Union Recognized. The Employer agrees to recognize the Union as the sole and exclusive bargaining representative for all clerical employees within the employ of the Northwest Washington Electrical Industry Joint Apprenticeship and Training Trust.

ARTICLE II - UNION SECURITY

2.1 Union Security. The Employer agrees that all employees covered under this agreement, shall, as a condition of employment, thirty-one (31) days following the beginning of their respective employment, or the effective date of this agreement, whichever is later, become and remain members of the Union in good standing.

2.2 New Hires. 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.

2.3 Temporary Employees. The Employer may hire temporary employees for a period of ninety (90) days, but if the employment continues beyond that time, they must become and remain members of the Union in good standing, as a condition of further employment.

The Employer may hire Supplemental/Occasional Part-Time help for up to sixteen (16) hours per month, to a maximum of one hundred (100) hours per year, without union membership. In no case shall supplemental/occasional help cause a reduction in hours for regular employees. The Union will be notified of the need for supplemental/occasional help as soon as reasonably practicable. The maximum number of hours may be expanded with mutual agreement between the Employer and the Union.

2.4 Dues Checkoff. During the term of this Agreement, the Employer shall deduct union dues, agency fees, or religious objector fees from the pay of each member of the Union who voluntarily executes a wage deduction authorization form. The employer shall transmit properly deducted dues to the Union once each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing dues deductions for the payment of Union dues, agency fees, or religious

objector fees hereby indemnify and hold the Employer harmless for all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction for Union dues made from the wages of such employees. Employees may revoke their authorization for payroll deduction annually.

ARTICLE III - EMPLOYER RIGHTS

3.1 The Employer has and will retain the exclusive right and power to manage its business and direct the working forces, including but not limited to the right to hire, classify, grade, suspend, reassign, layoff, promote, demote, transfer, assign or reassign work functions, discipline or discharge for just cause, unless otherwise provided within the terms of this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Employer to manage and control the business.

ARTICLE IV - HOURS OF EMPLOYMENT AND OVERTIME

4.1 **Regular Hours.** Monday shall be the beginning of the workweek. 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 5:00 p.m. excluding the lunch period of one-half (1/2) hour for the 7:00 a.m. shift and one (1) hour for the 8:00 a.m. shift shall constitute a day's work. Forty (40) hours worked in five (5) consecutive days shall constitute a week's work. Employees shall have regularly designated lunch periods and the lunch periods shall not exceed one (1) hour. Upon employee request, with management approval, an employee may voluntarily work a flexible lunch schedule. Management shall maintain scheduling flexibility during the normal business hours of 7:00 a.m. through 5:00 p.m. When business needs dictate the need for a schedule change, management will provide as much notice as possible.

4.1(a) When mutually agreed to by Employer, Employee, and the Union, a regular work week may consist of four (4), ten (10) hour days.

4.1(b) A regular part-time employee would normally work twenty (20) hours or less in a normal work week.

4.2 **Overtime Hours.** Any work performed outside of hours stated in Section 4.1, with the exception of the 4/10's shift, shall be paid at time and one-half (1 1/2). Time and one-half (1 1/2) shall be paid for all work performed on Saturdays and double time (x2) shall be paid for all work performed on Sundays and Holidays. There shall be no overtime worked without the prior consent of the Training Director.

4.2(a) When a normal work week consists of less than five (5) days, overtime would not be paid until after work in excess of normally scheduled hours have been exceeded; i.e., 4/10's, overtime would be paid for time worked in excess of ten (10) hours.

4.3 **Lunch Breaks and Rest Breaks.** Employees shall have regularly designated rest break periods of fifteen (15) minutes each. Breaks should be taken as close as possible to the middle of each four hours of work. Lunch breaks shall be one-half (1/2) hour for the 7:00 a.m. - 3:30 p.m. shift and one (1) hour for the 8:00 a.m. - 5:00 p.m. shift. No less than one-half (1/2) and no more than one (1) hour for a ten (10) hour shift and taken as close as possible after the fourth hour of work and

before the sixth hour of work.

ARTICLE V - RATES OF PAY

5.1 Rates of Pay. The following rates schedule below shall be the basic hourly rates for all employees covered by this agreement. Employees shall progress to the next step in the applicable rates schedule on the first pay period each July, after their first full year of employment, until reaching the top step.

Management may hire or rehire an employee at an appropriate step above the Start step with consideration to experience, skills, or prior time with the Employer.

GROUP I

Office Manager

	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026
Start	\$27.82	\$29.49	\$30.96
Step 1	\$29.56	\$31.33	\$32.90
Step 2	\$31.41	\$33.29	\$34.96
Step 3	\$33.37	\$35.37	\$37.14
Step 4	\$35.45	\$37.58	\$39.46
Step 5	\$37.67	\$39.93	\$41.93
Step 6	\$40.02	\$42.43	\$44.55
Step 7	\$42.53	\$45.08	\$47.33
Step 8	\$45.18	\$47.90	\$50.29

GROUP II

Office Bookkeeper

	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026
Start	\$22.47	\$23.82	\$25.01
Step 1	\$23.87	\$25.31	\$26.57
Step 2	\$25.37	\$26.89	\$28.23
Step 3	\$26.95	\$28.57	\$30.00
Step 4	\$28.64	\$30.35	\$31.87

Step 5	\$30.43	\$32.25	\$33.86
Step 6	\$32.33	\$34.27	\$35.98
Step 7	\$34.35	\$36.41	\$38.23
Step 8	\$36.73	\$38.94	\$40.88

GROUP III
General Office

	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026
Start	\$22.47	\$23.82	\$25.01
Step 1	\$23.87	\$25.31	\$26.57
Step 2	\$25.37	\$26.89	\$28.23
Step 3	\$26.95	\$28.57	\$30.00
Step 4	\$28.64	\$30.35	\$31.87
Step 5	\$30.43	\$32.25	\$33.86
Step 6	\$32.33	\$34.27	\$35.98
Step 7	\$34.35	\$36.41	\$38.23
Step 8	\$36.73	\$38.94	\$40.88

5.2 Pay Days. The pay week shall be Sunday through Saturday, with wages being paid the following Thursday. The Employer agrees to pay wages on a weekly basis, not later than 5 p.m. on Thursday. If a holiday occurs on the day of the pay period, the payroll shall be available prior to the holiday. Any deviation in the pay period must be by mutual agreement between the Employee and the Employer.

Both parties agree that no employee shall receive pay below their normal amount during the Employer's transition to a Sunday through Saturday pay period.

ARTICLE VI - HOLIDAYS

6.1 Holidays. Employees will be paid their regular day's pay for observance of the following holidays

- | | |
|------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | Day before Christmas |
| Independence Day | Christmas Day |
| Labor Day | |

6.1a Holidays shall match the Inside Wireman Agreement, including any holidays that may be added to the Inside Wireman Agreement at a later date, however, at no point will Holidays drop below nine (9) recognized holidays.

6.2 **Holidays Observed.** If holiday falls on Saturday, the previous Friday will be observed as a holiday or if a holiday falls on Sunday, the following Monday will be observed as a holiday.

ARTICLE VII -VACATIONS

7.1 **Vacation Accrual.** Employees shall be entitled to and receive the following vacation upon completion of each year of service. The full annual vacation allotment shall be available each July 1st.

<u>YEARS OF SERVICE</u>	<u>WEEKS OF VACATION</u>
1	1
2 through 7	2
7 through 20	3
After 20	4

7.2 **Vacation Use.** Employees shall be entitled to receive their weeks of accrued vacation consecutively with two (2) weeks' notice to the Employer.

7.3 **Holiday during Vacation.** In the event any holidays named in this agreement fall during an employee's vacation period, such employee shall receive an additional day(s) for said holidays during vacation, or be allowed to add days to the next vacation scheduled, by mutual agreement between Employer and employee.

7.4 **Pay Out at Termination.** If Employees are terminated for the convenience of the Employer or employee, vacation pay shall be pro-rated in accordance with the above schedule. No vacation pay will be granted if the employee is terminated because of dishonesty.

7.5 **Accrual Limits.** In an effort to assure that all Employees take time off from work, vacation must be used each fiscal year or the Employee will lose that vacation unless there has been a prior agreement with the Employer, in which case vacation may be accrued up to no more than four (4) weeks.

Employees accruing three (3) weeks or more per year may carry over up to 1 week of vacation

per year, up to a maximum balance of eight (8) weeks.

7.6 Vacation Scheduling. Vacation scheduling will be based on mutual agreement between the employee's need and Employer's service requirements.

7.7 Vacation Cash Out. With Employer approval, Employees with 2 or more years of service may request up to forty-eight (48) hours of vacation cash out per year.

7.8 Vacation Donation. Employees are permitted to donate their vacation time to coworkers subject to the following guidelines:

- The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family or due to an unexpected dire situation.
- Employees must exhaust all eligible paid time prior to utilizing donated vacation.
- The maximum number of donated vacation days an employee can receive is fifteen (15) days, unless expanded by mutual agreement.
- Each employee may donate up to five (5) vacation days, unless otherwise mutually agreed upon by both the Company and the Union.

Once the Company determines that an employee's situation qualifies to receive donated vacation, management will let employees know about the option to donate a vacation day(s) to their coworker. The situation should be handled as discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.

The employee in need cannot personally solicit other employees to donate their vacation.

Vacation Donation is not subject to the grievance or arbitration process.

ARTICLE VIII - PERSONAL DAYS, PAID SICK LEAVE, LEAVES OF ABSENCE, FUNERAL LEAVE, WORKERS COMPENSATION

8.1 Personal Days. All employees will be granted two (2) paid personal business days, effective July 1, 2017 through June 30, 2020. Starting July 1, 2020 this will increase to three (3) paid personal business days.

8.1(a) Personal business days may be used in minimum blocks of one-half (1/2) day. Reasonable advance notice shall be given to the employee's supervisor. These days may be used at the employee's discretion for such purposes as inclement weather, appointments with doctors, dentists, attorneys, illnesses of children or other relatives, etc. (non-cumulative). Unused personal days will be cashed out in the month of June each year and may not be carried over into the next fiscal calendar year.

8.2 Paid Sick Leave.

a. Use of Paid Sick Leave. Accrued paid sick leave can begin to be used 90 calendar days after the start of employment. Paid sick leave can be used in increments of one hour or more. Paid Sick Leave hours may be used at the employee's discretion for such purposes as inclement weather, appointments with doctors, dentists, attorneys, illness (employee, children, or other relatives, etc.), personal time, or any other eligible reason as defined under RCW 49.46.210.

b. Frontloading of Paid Sick Leave. The parties agree to frontload paid sick leave for all employees with 48 hours of paid sick leave beginning July 1, 2017 (and annually thereafter).

Beginning January 1, 2018, if an employee's frontloaded paid sick leave is determined to be less than the amount an employee was entitled to accrue, the Northwest Washington Electrical Industry Training Trust ("Trust") will make any additional amounts of paid sick leave available for an employee's use as soon as practicable, but no later than 30 days after the discrepancy is identified.

The Trust will provide each employee a written or electronic notification no later than June 30th, confirming that the amount of paid sick leave frontloaded to the employee was at least equal to the amount the employee was entitled to accrue under RCW 49.46.210 (1)(a).

c. Advance Notice of Use of Paid Sick Leave. If an employee's absence is foreseeable, the employee must provide notice to the Training Coordinator at least 10 days, or as early as practicable, before the first day paid sick leave is used. If possible, notification should include the expected duration of the absence.

If an employee's absence is unforeseeable, the employee must contact the Training Coordinator as soon as possible before the required start of their shift. As a best practice, and if circumstances allow, employees should provide notice as soon as the employee learns of the need for paid sick leave. In the event it is not practicable to provide notice of an unforeseeable absence, a person on the employee's behalf may provide such notice. If possible, this notification should include the expected duration of the absence.

d. Carry Over/Cash Out of Accrued, Unused Paid Sick Leave. Accrued, unused paid sick leave balances of 40 hours or less carry over to the following fiscal calendar year.

If an employee carries over unused paid sick leave to the following fiscal calendar year, accrual of paid sick leave in the subsequent year is in addition to the hours accrued in the previous year and carried over.

Unused paid sick leave balances in excess of 40 hours will be cashed out by June 30th each year (or the closest pay period thereto).

e. At Least Monthly Notification. At least once a month, the Trust will provide a notification to its employees which details:

- The amount of paid sick leave accrued since notification was last made;
- The amount of paid sick leave reductions since notification was last made; and
- The total amount of unused paid sick leave available for use by the employee.

This information will be provided in regular payroll statements.

8.3 Short Term/Long Term Disability. The Employer provides this through the Local 191 Health and Welfare Trust.

8.4 Bereavement Leave. Any employee suffering a death in the immediate family may be allowed at least three (3) days leave from work with pay at the regular rate. By mutual consent between the Employer and the employee, more time may be granted, if necessary. Members of the immediate family is defined as father, mother, sister, brother, wife, husband, son or daughter, or a person with whom one has had association equivalent to these family ties.

8.5 Workers Compensation. The Employer shall pay the employee 100% of normal wages for a period of at least 14 days, in the event of a Workers' Compensation lost time accident.

8.5(a) The employee will not be required to use his/her available sick leave for a Workers' Compensation lost time accident.

8.6 Paid Jury Duty. Employees called to Jury Duty shall receive their normal daily pay, up to forty (40) hours per year during scheduled work hours.

ARTICLE IX

9.1 Layoff and Recall. In the event that there is a layoff due to any considerations or actions of management beyond "Just Cause", the effected employee will be entitled to recall for up to six (6) months from their time of separation. In the event of a layoff the Union and the effected employee will be notified no less than 30 days prior to such action.

In the event of a recall, an employee will respond to the "Certified Recall Letter" within ten (10) business days as to their intentions. Failure to respond within this time frame will be considered as a non-response and all individual recall rights will be waved in the future for not responding.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 Definition of a Grievance. A grievance within the meaning of this agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this agreement.

10.2 Grievance in Writing. An aggrieved employee shall present his/her grievance, in writing, within fifteen (15) days of its occurrence, or within fifteen (15) days of the grievant becoming aware of the grievance. If such timelines are not met the grievance will be deemed waived by the Union, the employee, and the Employer.

10.3 Grievance Committee Meets. In the event of such grievance, it shall be submitted to a Committee consisting of one (1) member representing the employees and one (1) member representing the Employer, within five (5) days, and if they cannot agree, the two chosen representatives shall select a third disinterested party within one (1) week. The decision of this

Committee shall be made within five (5) days and shall be binding on all parties to this dispute.

10.4 **Arbitrator Selection.** In the event the Committee cannot agree upon the selection of a third party within fifteen (15) days from the date of referral of the controversy to the Committee, an arbitrator shall be selected in the following manner; the Federal or State Mediation and Conciliation Service shall be requested by either party to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Employees, 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.

10.5 **Arbitrator's Scope.** 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 arbitrability of such issue. His decision and award shall be final upon both parties to this agreement. The fees of the arbitrator shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer.

10.6 **Parties Intentions.** It shall be the intention of the parties to settle all differences between the Employer and the employees through grievance machinery and arbitration in accordance with the provisions of this agreement.

ARTICLE XI -HEALTH AND WELFARE AND PENSIONS

11.1 **Employer Contribution.** The Employer agrees to provide its employees with insurance coverage paid in full for healthcare under the I.B.E.W. Local Union 191 Health & Welfare Trust Funds: RBS PPO 80/50 w/191 dental on a flat rate basis (the additional cost for the selection of a different plan choice within the same Local Union 191 Trust will be paid by the employee).

a. Part time employees who work less than eighty (80) hours per month will not have employer contributions made to the IBEW Local 191 Health and Welfare Trust PPO Plan.

11.2 **Pension Contributions.** The Employer agrees to contribute to the following plans at the specified rate:

a. Local 191 IBEW Money Purchase Pension Plan Trust - 13% (thirteen percent) of gross wages into the Local 191 IBEW Money Purchase Pension Trust Plan.

b. Part time employees working less than eighty (80) hours per month, will not have employer contributions made to the IBEW Local 191 Money Purchase Pension trust Plan.

11.3 **NEBF.** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later

than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

ARTICLE XII - DURATION OF AGREEMENT

This agreement, entered into this 1st day of July, 2024 shall be effective on all work covered hereby, and shall remain in full force and effect until June 30, 2027 and from year to year, thereafter, unless notice is given in writing by the employees, or the Employer, to the other party, not less than sixty (60) days prior to July 1st or prior to the expiration of any subsequent annual period, of its desire to modify, amend or terminate this agreement, and in such case, the agreement shall be opened for modification, amendment or termination, such as the notice may indicate at the expiration of the period within which the notice is given. The parties shall begin negotiations within fifteen (15) days after receipt of this notice.

ARTICLE XIII -SAVINGS CLAUSE


In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this agreement as set forth this 1st day of July, 2024

Northwest Washington Electrical Industry Joint
Apprenticeship and Training Committee

Local No. 89, International Brotherhood of
Electrical Workers


Robert Bartel
Training Director


Richard Murray
Business Manager/Financial Secretary

7/1/2024
Date

7/1/2024
Date

THIS AGREEMENT is subject to the approval of the International President of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO.

