

By and Between
South Puget Sound Carpenters Local 129
and
United Food and Commercial Workers Union Local 367
7/1/20 - 6/30/23

This Agreement is entered into by and between South Puget Sound Carpenter's Local 129 referred to hereinafter as the "EMPLOYER" and the United Food and Commercial Workers Union Local No. 367, chartered by the United Food and Commercial Workers International Union, AFL-CIO referred to hereinafter as the "UNION".

Article 1 - Recognition and Bargaining Unit

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all office and clerical employees.

Article 2 - Union Security/Dues Check-Off

2.1 Pursuant to and in conformance with Section 8(a)3 of the *Labor Management Relations Act of 1947*, as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.1.1 The tendering of initiation fee and periodic dues uniformly required as a condition of continued membership shall constitute good standing in the Union for the purpose of this Article.

2.2 The Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Employer's main office a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such employee be terminated.

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied with the Union membership requirements of Article 2 of the Agreement within 14 days from the date of written request for termination his/her employment shall automatically be terminated.

2.2.3 The Union agrees to withdraw any letter of termination if an employee, with respect to whom such letter has been served, shall complete his membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the discharge of any employee in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

2.3 On a monthly basis the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union within ten (10) days of such deductions. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the *Labor Management Relations Act of 1947*.

- a. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.
- b. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
- c. Indemnify and Hold Harmless: The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

Article 3 - Union Business/Visitation

3.1 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.

3.2 Bulletin board space will be provided by the company for the posting of union notices.

Article 4 - Hiring/Discipline/Discharge

4.1 The Employer shall notify the Union within three (3) working days of the hire of a new employee.

4.2 No employee shall be disciplined or discharged except for just cause.

4.3 Change of the Employer's (Carpenter's Local 129) administration is not cause for termination under this Agreement.

4.4 There exists one (1) sixty (60) calendar day probationary period for new employees. Termination of employees during this probationary period are not subject to 4.5 and 4.6 and Article 14.

4.5 A uniform system of written warning notices shall be used for poor work performance, formal reprimand, suspension, discharge and other discipline. However, prior written warning may not be required in cases involving discipline for serious, deliberate offenses such as theft, fraud or workplace violence.

4.6 Prior to a discharge or suspension, no less than two (2) written warning notices shall have been given to the involved employee. The purpose of the notice is to provide clear and ample warning of behavior that is unacceptable, or of performance levels which are unacceptable and which are not addressable through additional training. The initial notice shall describe the performance or behavioral problem and describe the actions necessary to correct the indicated deficiencies.

4.7 A copy of all written warning notices shall be submitted to the Union within five (5) days of the date of the notice.

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

Article 5 - Hours/Work Schedule

5.1 The regular hours of work shall not exceed eight (8) hours in any one (1) day, to be worked within nine (9) consecutive hours between 7:00 a.m. and 6:00 p.m. or forty (40) hours in any one (1) week, Monday through Friday, inclusive. On days of evening meetings an employee may on a voluntary basis work a staggered shift not to exceed eight (8) hours outside of the normally scheduled work hours without payment of overtime. Any time over eight (8) hours would be subject to overtime.

5.2 All time worked in excess of eight (8) hours a day, forty (40) hours per week, before 7:00 a.m. or after 6:00 p.m., Monday through Friday and all work on Saturdays shall be paid for at time and one-half (1½) the straight-time rate. All work performed on Sundays and holidays shall be paid at double the straight-time rate of pay

5.3 The lunch period shall be at least one-half (½) hour, but not more than one (1) hour. Employees will not be required to take their lunch period earlier than three hours after starting work, nor later than three (3) hours before quitting time.

5.4 Rest periods of fifteen (15) minutes each shall be allowed morning and afternoon.

5.5 Break and lunch times shall be set to accommodate the needs of the Employer. Break and lunch times may be staggered by the Employer, provided the Employer will give two (2) weeks' notice prior to implementing such a change.

5.6 Employees ordered to report to work shall receive at least four (4) hours' pay.

5.7 Seniority shall determine scheduling preference and overtime provided the employee is qualified to do the work.

Article 6 - Lay-Off/Severance

6.1 Layoff and Recall: Seniority (length of service) shall prevail in layoffs and recall provided the senior employee has the qualifications and experience for the position.

6.2 Employees who are terminated due to an office closure, merger, consolidation, reorganization or any other organization/business reason beyond the employee's control shall receive a severance payment of two hundred and forty (240) hours at their straight-time pay. These employees shall also receive all accrued vacation and sick leave.

6.3 Provide Advance Notice: The Employer will give the employees and the Union at least two (2) weeks' notice of any layoff, office closure, merger, consolidation, reorganization and more advance notice if possible. If the Employer fails to give employees at least two (2) weeks' notice, the Employer will pay them an additional two weeks' pay [eighty (80) hours at straight-time pay.]

Article 7 - Wages & Working Classification

7.1 Job classifications and wage rates shall be attached to this agreement as Schedule A and by this reference made a part thereof.

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

Article 8 - Health and Welfare

8.1 The Employer agrees to provide health and welfare coverage for all bargaining unit employees through the Carpenter's Trust Health and Security Plan.

8.2 Maintenance of Benefits: The Employer further agrees to pay any and all increased costs required by the Trust to maintain the present benefits provided for by the Health & Welfare Plan.

Article 9 - Pension/Retirement

9.1 The Employer agrees to provide retirement/pension for all bargaining unit employees through the Carpenter's Trust Retirement Plans.

9.2 Maintenance of Benefits: The Employer further agrees to pay any and all increased costs required by the Trusts to maintain the present benefits provided for by the retirement/pension plans.

Article 10 - Holidays

10.1 All employees shall receive the following holidays with pay:

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Last Working Day before Christmas
Christmas Day
New Year's Day

10.2 Holidays falling on Sunday shall be observed the following Monday. If the holiday falls on a Saturday, the employee gets an additional vacation day to be used on a future date with prior approval of the Employer.

10.3 By mutual agreement between the employee, the Employer and the Union, holidays on which the office of the Employer is customarily open to the public may be observed on another day.

10.4 Following one (1) year of service, each employee shall be entitled to eight (8) hours of personal time off with pay during each subsequent year of employment. Such time off shall not be cumulative.

Article 11 - Vacations

11.1 Vacation shall be granted as follows with credit for prior service in accordance with the Letter of Understanding.

6 months – 5 Days
1 Year – 10 Days
3 Years – 15 Days
4 Years – 16 Days
5 Years – 17 Days
6 Years – 18 Days
7 Years – 19 Days
8 Years – 20 Days
9 Years – 21 Days
10 Years – 22 Days
11 Years – 23 Days
12 Years – 24 Days
13 Years – 25 Days

11.2 Employees may carry over a maximum of one (1) week vacation each year.

11.3 The scheduling of vacations shall be by mutual agreement between the Employer and the employee. Seniority shall determine vacation preference.

11.4 Employees whose employment with Employer terminates shall be paid vacation benefits accrued through their last day of employment.

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

Article 12 - Leave

12.1 Bereavement: Any employee suffering a death in the immediate family shall be allowed three (3) working days leave from work with pay. The employee may be allowed up to a total of five (5) days of such paid bereavement leave at the Employer's discretion. The employee may use additional five (5) days of sick leave if needed, as well as vacation and/or personal leave.

Bereavement leave will be granted after the death of a member of the employee's immediate family. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law (existing spouse), grandparents, brother, sister, stepchildren, grandchildren, current step-mother, current step-father, domestic partner or relatives residing with the employee.

12.2 Jury Duty: Employees reporting for jury duty shall continue to receive their regular rate of pay. An employee temporarily dismissed or excused from such duty must report to work, if time would permit one-half (½) day at work.

12.3 Leave of Absence:

12.3.1 Medical/Disability Leave: Employees who have been employed for ninety (90) consecutive calendar days or more are entitled to medical and/or disability leave under this section for reasons including illness, injury, pregnancy.

- The Employer may require medical verification from a doctor.
- Leave under this section may run up to a maximum of six (6) months, however, the Employer shall have the right to extend leave under this section.
- The employee shall retain salary progression and benefits accrued up to the time such leave begins. Upon return from leave the employee shall be returned to the job previously held.
- In addition to sick leave, employees may also be allowed to use vacation and/or personal leave for leaves under this Section.

12.3.2 Employees shall be entitled to leave without pay for a serious illness or injury in the employee's immediate family (spouse, domestic partner, child, parent, parent-in-law, grandparents). Such leave shall be granted for up to 12 weeks. Employees shall also be allowed to use paid leave for this purpose.

12.3.3 Personal Leave: Upon request by an employee, a personal leave of absence without pay may be granted on a discretionary basis not to exceed ninety (90) days.

12.4 Sick Leave: Sick leave shall be cumulative beginning with the first month of employment and thereafter earned on the basis of one day per month not to exceed sixty days (60) total accumulation of leave. The Employer may at his/her option, require a doctor's written certificate of proof of illness prior to paying sick leave. Unused sick leave is not reimbursed except pursuant to Article 6 - Layoff/Severance.

12.5 Union stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions. Only one (1) shop steward per shop location may be granted this time off.

Article 13 - Seniority

13.1 Seniority is the employee's length of service with the employer and shall be calculated from the most recent date of hire. However, current employees at the effective date of this Agreement shall be given credit for past service for purposes of seniority in accordance with the attached Letter of Understanding.

Article 14 - Grievance Procedure

14.1 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within thirty (30) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right to protest shall be deemed to have been waived. Such grievances shall be adjusted by the accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must within seven (7) days thereafter refer the grievance to arbitration either by mutually agreeing on an arbitrator or by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the arbitrator. The parties must choose an arbitrator within five (5) working days from when the list is provided. The cost of the Arbitrator shall be borne equally by both parties. The arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. Should the arbitrator fail to comply with these provisions, he/she will not be paid for his/her services. The moving party shall notify the arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate.

Article 15 - Separability

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

Article 16 - Successors

16.1 In the event the Employer shall, by merger, consolidation, or by any other means enter into an agreement with another Local International or individual which, in whole or part, affects the existing appropriate collective bargaining unit, then such successor shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any group with which it seeks to make such an agreement as aforementioned prior to entering into such an agreement.

Article 17 - Non-Discrimination/Picket Lines

17.1 Refusal by an employee covered by this Agreement to cross a picket line shall not constitute a violation of this Agreement, nor shall such refusal by an employee be grounds for discharge or disciplinary action of any kind.

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

17.3 The Employer shall not discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age or sexual orientation.

Article 18 - Automation/Technology Change

18.1 If the Employer implements changes in technology, equipment and/or systems, it will provide existing employees with the training necessary to perform the work resulting from these changes. If any positions are abolished due to such changes the Employer will attempt to transfer employees to comparable jobs. Any new jobs that are created will first be offered to current employees on the basis of seniority and qualifications prior to hiring from the outside.

Article 19 - Management Rights

19.1 The Employer retains full and exclusive authority for the management of its operation subject to the provisions of this Agreement. The Employer shall direct the work force including, but not limited to hiring, promotion, transfer, layoff or discharge for just cause as outlined in the Agreement, including but not limited to Article 4, Article 6 and Article 13. There shall be no limitations upon the choice of methods or techniques except those imposed by safety and health considerations.

Article 20 - Duration/Termination and Renewal

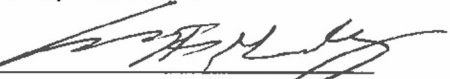
20.1 This Agreement shall be effective from July 1, 2020, through June 30, 2023, and shall continue in full force and effect from year to year thereafter, unless either party serves written notice of desire to amend or terminate at least sixty (60) days prior to June 30, 2023, or any anniversary thereafter.

South Puget Sound Carpenter's Local 129
1222 Carpenter Road SE, Suite A-1
Lacey, WA 98503

By 
Ken Ervin, Financial Secretary

Date 8/6/20

UFCW UNION LOCAL NO. 367
6403 Lakewood Drive W
Tacoma, WA 98467

By 
Angel Gonzalez, President

Date 07/30/2020

Appendix "A"

Each employee will receive a 3.5% increase to their current hourly rate of pay effective July 1, 2020 and each year thereafter of the agreement.

Classification

	Effective	Effective	Effective
Bookkeeper/Administrative Coordinator	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
First 6 Months	\$32.56	\$33.74	\$34.92
Journeyman/Thereafter	\$39.46	\$40.84	\$42.27

Classification

	Effective	Effective	Effective
Secretary/Administrative Assistant	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
First 6 Months	\$25.69	\$26.59	\$27.52
Second 6 Months	\$27.01	\$27.96	\$28.94
Third 6 Months	\$28.29	\$29.28	\$30.30
Journeyman/Thereafter	\$36.17	\$37.44	\$38.75

The dollar amounts set forth above are minimum rates.

Letter of Understanding
Temporary/Relief Employees

Coverage for employee vacation, leave, extended absence - limited temporary/relief employee:

The Employer may hire temporary relief employees to cover for the absences of regular employees due to vacation, leave and/or extended absences. Employment of such employees shall not result in the loss of bargaining unit work and/or reduction in bargaining unit employees' hours.

Such temporary/relief employees shall be compensated at the starting rate for the Secretary/Administrative Assistant Classification.


At this point, the collective bargaining agreement will not apply to such employees, except for Article 5 - Hours/Work Schedule. However, the Union will monitor the use of such temporary/relief employees. Accordingly, the Employer agrees that such employees may be required to join the Union pursuant to Article 2 if the Union makes such a request.

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Letter of Understanding
Seniority/Credit for Years of Service

Current employees will be given credit for past years of service with the Carpenter's Union, for purposes of seniority, vacation, wages, layoff/recall. The following will be considered these employee's length of service:

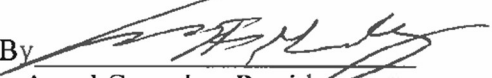
Cathy Cozad - 12 years - as of April 1, 2011

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By 
Angel Gonzalez, President

Date 07/30/2020

Letter of Understanding Regarding Officers

This agreement shall not apply to any elected/appointed officers of the Employer whose duties in accordance with its Constitution and By-Laws require clerical work or any officer performing specific duties in accordance with the UBC Constitution and By-Laws.

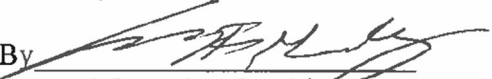
This is not meant to eliminate or remove any bargaining unit work and/or job positions. No bargaining unit employee shall have their hours reduced as a result of this.

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