

COLLECTIVE BARGAINING AGREEMENT

BY

AND

BETWEEN

THE PORT OF SEATTLE

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 46**

REPRESENTING ELECTRONIC TECHNICIANS

June 1, 2011 - May 31, 2014

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This Electronic Systems Agreement is entered into between the Port of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "Port," and Local Union 46 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union."

The jurisdiction of this agreement shall include installation, operation, renovation, alteration, inspection, repair, software configuration, maintenance and service of the following electronic systems and their underlying infrastructure: Combined Command & Communication Center (C4), STS, Baggage Handling System, Airport Gate Systems, Radio Communication Systems, Security Systems, Electronic Signage Systems, Revenue Control Systems, Closed Circuit TV, Facility & Power Monitoring, Atmosphere & Surface Monitoring, Paging & Messaging, Intercoms & Emergency Phone Systems, Time Display, and other miscellaneous systems at Sea-Tac International Airport. At the discretion of management, employees covered by this agreement may be assigned to perform these work functions at locations outside the airport.

When an interface is required between a system under the jurisdiction of this contract and any other system, the Port and the Union shall meet and confer to discuss technical issues affecting the interface.

In view of the foregoing, it is hereby agreed between the Port and the Union that the following shall apply:

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between the Port and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

ARTICLE 2: NON-DISCRIMINATION

The Port and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, veteran status, or physical, mental or sensory disability.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1 Recognition – The Port recognizes the Union as the exclusive bargaining representative of all regular, probationary, and temporary employees whose job classifications are in the work units listed in this agreement.

3.2 Dues and Fees

Section 1. All present employees who are members of the Union as of the date of the execution of this Agreement shall remain members during the life of this Agreement as a condition of continued employment. All current employees who are not members of the

Union shall become members of the Union within thirty (30) days after the signing of this agreement and shall remain members during the life of this agreement as a condition of their continued employment. All employees hired hereafter shall become members of the Union within thirty (30) days following the beginning of their employment and shall remain members during the life of this Agreement as a condition of their continued employment. No employee will be terminated under this Article if the Port has reasonable grounds for believing:

- (a) That membership was not available to the employee on the same terms and conditions generally applicable to other members, or
- (b) That membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 2. The Port shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request to the Port's Director of Labor Relations from the Union. Prior to sending a written request for termination to the Port, the Union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

3.3 Payroll Deduction - Upon receipt of written authorization individually signed by an employee, the Port will have deducted from the pay of such employee the amount of dues and initiation fees as certified by the Union and will transmit the amount to the Union.

3.4 Indemnification - The Union will indemnify and hold the Port harmless against any claims made and against any suit instituted against the Port on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 General - The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

4.2 Rights Enumerated - Unless modified by this Agreement, the Port shall have the right to determine staffing levels and work locations; determine any given employee's job classification consistent with this Agreement; recruit, examine, hire, appoint, promote, demote, train, transfer, assign, layoff, and discipline and discharge seniority employees for just cause; direct and assign the work; develop and modify classification specifications consistent with this Agreement; allocate positions to those classifications;

allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes and personnel by which work is performed; establish rules; secure its regular and temporary employees from the local community, specify certain employees as regular employees, subcontract work as allowed by this agreement, allow tenants and leaseholders doing business with the Port to do the work covered by this agreement on their leased premises only, and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work unit.

Due to the unique nature of the operations of the Port of Seattle, the demands for skilled electronic technicians are highly variable in specific skills and equipment, numbers of crew and required response time. The parties have negotiated in good faith on the subject of subcontracting, with the interest of IBEW being maintaining job security and the interest of the Port of Seattle being the ability to adapt to the ever changing maintenance requirements of the complex systems maintained by the Port of Seattle as well as public statutes and policies regarding purchasing of goods and services as a public entity. To this end the parties have recognized the difficulty of adopting specific language limiting the right of the Port of Seattle to subcontract, if the need arises, work traditionally performed by employees covered by this agreement. No employee working under this agreement shall be laid off, transferred, or suffer loss of regular work hours due to subcontracting or transferring of the work performed under this Agreement.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

5.1 Definitions

5.1.1 Regular Employee – A regular employee is an employee employed by the Port of Seattle who has worked in the bargaining unit at least eight (8) continuous months. Once an employee attains regular employee status, seniority shall be retroactive to their date of hire in the bargaining unit.

5.1.2 Probationary Employee – A probationary employee is an at-will employee and may be terminated without cause or recourse to the grievance procedure. Probationary employees must work an equivalent to eight (8) months of continuous full-time work. The probationary employee will be recognized as having attained Seniority status upon the successful completion of their probationary period.

The probationary period may be extended by management, in consultation with the union, based on the documented performance review completed by the foreman, not to exceed a total of twelve (12) months worked.

The Port will notify the shop steward and the Union within one (1) week when it hires any Probationary employees in the bargaining unit. Probationary employees shall report directly to the Foremen. Work will include, but is not limited to technical support to Electronic Systems and STS.

5.1.3 Foreman – Whenever an employee has the responsibility of the supervision of employees or the coordination of subcontractors on a project or routine work assignment, he/she will be paid at least the foreman’s scale. A Foreman, as compared to a Journeyman, has some distinct responsibilities to adhere to and enforce established Port policies and procedures, management directives, and keeping positive relations with all others. Foreman shall perform duties with regards to:

- (a) Employees: supervision, assignments, track and report on performance, safety and compliance.
- (b) Tools and Equipment: manage, track, secure, and report use of resources.
- (c) And other duties as assigned.

5.1.4 General Foreman – Whenever an employee has the responsibility of supervision of multiple crews and/or multiple shifts, where other foreman have been assigned to manage crews, he/she will be paid at least the general foreman’s scale. A General Foreman has the responsibility of supervision/coordination of multiple Foreman and/or multiple shifts.

Employees shall be covered under the classifications and wage rate formulas that follows:

5.2 Wage Rates

Effective June 1, 2011, the straight-time hourly basic wage rates for electronic systems classifications shall be established as follows:

Automated Control Specialist – Effective June 1, 2011, the base wage of the Automated Control Specialist shall be increased by 2% to \$41.01 per hour. (Applies after satisfactory completion of the probationary period as an Electronic Technician).

General Foreman – 20% above the Automated Control Specialist

Foreman- 10% above the Automated Control Specialist

Electronic Technician – 10% below the Automated Control Specialist (Applies during probationary period).

5.3 Cost-of-Living Adjustments

Effective, June 1, 2012 – Base wage rates shall be increased by the sum of one-hundred percent (100%) of the percentage increase in the Consumer Price Index for Seattle with a minimum increase of not less than zero percent (0%) nor more than six percent (6%). The “index” used shall be the CPI-W, covering the period December 2010 to December 2011.

Effective June 1, 2013– Base wage rates shall be increased by the sum of one-hundred percent (100%) of the percentage increase in the Consumer Price Index for Seattle with a

minimum increase of not less than zero (0%) nor more than six percent (6%). The “index” used shall be the CPI-W, covering the period December 2011 to December 2012.

5.4 Foreman Minimum Staffing

The assignment of Foremen shall be at the discretion of management. Assignment of an employee to the classification of General Foreman, though not required, may be implemented at the discretion of management. Both the ET shop and the STS shop shall each have one (1) foreman assigned to the day shift, one (1) to the swing shift, and one (1) to the graveyard shift (for a minimum of six (6) foremen).

5.5 Shift Differentials

The hourly pay differential for second (2nd) shift shall be ten percent (10%) above the straight-time day rate of the employee's classification. The hourly pay differential for third (3rd) shift shall be fifteen percent (15%) above the straight-time day rate of the employee's classification.

5.6 Overtime

All overtime shall be paid at the rate of double time (2x). Double time (2x) is never more than two times (2x) the straight-time day rate and does not include shift differentials.

5.7 Bi-weekly Pay

Payroll checks will be distributed on a bi-weekly basis.

5.7 Call In

Any person called in to work on a day off or called in to work before or after the conclusion of their shift shall be paid a minimum of four (4) hours pay at the overtime rate regardless of the length of the call, unless the call lasts more than four (4) hours. This pay shall be in addition to any pay paid for the person's regular shift. The employee accepting the callout may be required to work the full four hours if necessary due to the emergency work, or take other emergency calls during this four hour period prior to leaving Port property. This does not apply to extension of shifts before or after the scheduled shift.

ARTICLE 6: HOURS OF WORK

- 6.1 (a) Normal Workweek** – The normal workweek shall be defined as five (5) consecutive eight (8) hour days (5x8) or four (4) consecutive ten (10) hour days (4x10) within a standard week of Sunday through Saturday, exclusive of the unpaid meal period. The thirty (30) minute meal period shall be unpaid effective January 1, 2009.

An employee may volunteer to schedule their workweek as non-consecutive days.

The maximum number of Saturdays and or Sundays which an employee can be required to work at the straight-time rate of pay shall be limited to a ratio of 1 in 3. Saturdays and or Sundays worked in excess of this ratio will be paid at the overtime rate of pay. This ratio may be calculated over a several week period to account for the rotating of weekend duty. To calculate the ratio the number of Saturdays and Sundays worked over a period of time is divided by the total number of Saturday and Sundays that occurred during that same period of time. If an employee takes paid time off for a Saturday or Sunday they were scheduled to work, those days shall be counted for the purpose of calculating the 1 in 3 ratio. PTO may include vacation, holiday, sick leave and bereavement leave. A Saturday or Sunday worked at the overtime rate of pay shall not be counted when calculating the ratio.

An employee may volunteer to work more Saturdays and Sundays than the 1 in 3 ratio at the straight-time rate of pay.

The employees of each individual shift shall establish and coordinate their schedules with their respective shift foreman such that the aggregate coverage meets the required staffing defined by management.

(b) Optional Workweek – The normal workweek may be changed for crews or portions of crews by mutual consent of the Union and the Port.

6.2 Shift Definitions

(a) First Shift – An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 9:00 A.M. will be considered to be on first (1st) shift.

(b) Second Shift – An employee assigned to work on a shift beginning between the hours of 2:00 P.M. and 6:00 P.M. will be considered to be on second (2nd) shift. The pay rate for an employee assigned to second (2nd) shift will be his/her base hourly pay rate of pay plus ten (10%) percent. An employee who is regularly assigned to the second (2nd) shift will have all compensable time paid at the higher rate of pay.

(c) Third Shift – An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 1:00 A.M. will be considered to be on third (3rd) shift. The pay rate for an employee assigned third (3rd) shift will be his/her base hourly rate of pay plus fifteen (15%) percent. An employee who is regularly assigned to the third (3rd) shift will have all compensable time paid at the higher rate of pay.

6.3 Changes to Shift – Changes to work schedules will require one (1) week notice to affected employees. If the employer does not meet the notification requirements, the employee will be paid at the higher rate of pay until the notification requirement is met.

ARTICLE 7: VACATION

7.1 Monthly Rates of Accrual

Vacation provisions shall apply, limited to regular employees covered by this agreement, as stated below.

7.1.1 Two Weeks Vacation - An employee with one (1) month and through thirty six (36) months of continuous service shall accrue leave at the rate of 6.67 hours per month, or up to two (2) weeks per year (6.67 hours x 12 months = 80 hours per year).

7.1.2 Three Weeks Vacation - An employee with thirty seven (37) months and through eighty-four (84) months of continuous service shall accrue leave at the rate of ten (10) hours per month, or up to three (3) weeks per year (10 hours x 12 months = 120 hours per year).

7.1.3 Four Weeks Vacation - An employee with -eighty-five (85) months and through one hundred forty-four (144) months of continuous service shall accrue leave at the rate of 13.34 hours per month, or up to four (4) weeks per year (13.34 hours x 12 months = 160 hours per year).

7.1.4 Five Weeks of Vacation - An employee with one hundred forty-five (145) months of continuous service shall accrue leave at the rate of 16.67 hours per month, or up to five (5) weeks per year (16.67 hours x 12 months = 200 hours per year).

Vacation shall accrue at the rate of one-twelfth (1/12th) of said employee's vacation schedule for each month in which one hundred twenty (120) hours or more were compensated.

On each employee's fifth (5th), and twelfth (12th) anniversary date, payroll shall adjust the vacation accrual to reflect the appropriate vacation schedule by crediting the employee with an additional one (1) week (40 hours) of vacation accrual.

7.2 Vacation Eligibility - For new employees, vacation vests after six (6) months of service. New employees shall not be eligible to use vacation accruals until after the completion of six (6) months of service.

7.3 Limits on Accumulating Vacation Leave

7.3.1 Vacation accruals shall be limited to a maximum of four hundred eighty (480) hours. All accruals will stop as soon as any employee has accrued a maximum of four hundred eighty (480) hours. Accruals will begin again as soon as accrual level drops below four hundred eighty (480) hours.

7.3.2 Employees must use at least one (1) week (40 hours) of vacation each year. If an eligible employee (see Article 7.2 - vacation eligibility) has failed to use one (1) week (40 hours) of vacation during the current PAYROLL YEAR, payroll department will deduct one (1) week (40 hours) of vacation from said employee's current accruals at the end of the current payroll year.

7.3.3 Pay may not be taken in lieu of vacation except as indicated in Article 7.6 (Pay on termination).

7.4 **Rate of Vacation Pay** - Vacation pay shall be at the employee's then current straight-time shift rate of pay.

7.5 **Pay on Termination** - Upon termination, employees shall be paid for unused vacation accruals. An employee with less than a full years' service shall receive, on a pro rata basis, the proportionate part of his/her vacation then earned.

ARTICLE 8: HOLIDAYS

8.1 **Designated Holidays** - The following twelve (12) days or days in lieu thereof shall be observed and recognized as paid holidays for regular employees:

<i>HOLIDAY</i>	<i>DAY OBSERVED</i>
<i>New Year's Day</i>	<i>January 1</i>
<i>Memorial Day</i>	<i>Last Monday in May</i>
<i>Independence Day</i>	<i>July 4</i>
<i>Labor Day</i>	<i>First Monday in September</i>
<i>Veteran's Day</i>	<i>November 11</i>
<i>Thanksgiving Day</i>	<i>Fourth Thursday in November</i>
<i>Day after Thanksgiving</i>	<i>Fourth Friday in November</i>
<i>Christmas Eve</i>	<i>December 24</i>
<i>Christmas Day</i>	<i>December 25</i>
<i>Three Personal Holidays</i>	<i>Employee designated</i>

Any date commonly observed, as designated by State or national authority, may be observed as a holiday and paid for as such in lieu of the date designated above for the paid holidays listed.

8.2 **Other Holiday Observance Considerations** - Whenever any of the above holidays fall on a regular employee's normal day off, either the last scheduled workday of the employee's previous workweek or the first scheduled workday of the following week shall be observed as the holiday and paid for accordingly. In such an instance the Port

shall decide whether the last preceding workday or the first workday of the following week is to be observed.

8.3 Holiday Pay Rate and Qualifications - Each regular employee shall receive eight (8) hours or ten (10) hours (if working a 4 day ten hour (4x10) workday) holiday pay at his/her hourly shift rate of pay for the holidays designated in A. above, provided:

8.3.1 That the regular employee worked the regularly scheduled workday prior to, and the first (1st) scheduled workday following the holiday. Exceptions will be made in cases where absences have been approved by management.

8.3.2 Employees who are absent due to an industrial injury and who receive Washington State Workers' Compensation for the date of the holiday shall be compensated with supplemental holiday pay, provided the total daily or weekly amount of benefits received does not exceed his/her daily or weekly base wage rate.

8.4 Holidays and Vacations - If a holiday falls within the vacation period of a regular employee, the employee shall be paid as set forth above provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's vacation unless otherwise excused by management.

Holidays and vacations shall be administered separately and neither holiday nor vacation time shall be forfeited in the event that holidays and vacations are scheduled during the same period.

8.5 Pay for Time Worked on Holidays - Regular employees who perform work on any of the above holidays shall be paid, in addition to holiday pay, the actual time worked at the overtime rate.

ARTICLE 9: BENEFITS

9.1 I.B.E.W. Pacific Coast Pension Plan - The employees covered by this Agreement shall be eligible for benefits under the I.B.E.W. Pacific Coast Pension Plan. Port contributions to this plan shall be fifty cents (\$.50) for all hours compensated for each employee.

9.2 Puget Sound Electrical Workers Pension Trust - The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Pension Trust. Port contributions to this plan are three dollars and fifty cents (\$3.50) for all hours compensated for each employee.

9.3 Annuity - Employees covered by this agreement shall be eligible for benefits under the Local 46 I.B.E.W. Retirement Annuity Plan. Port contributions to this plan shall be two dollars (\$2.00) two for all hours compensated for each employee.

9.4 Voluntary Annuity

1. Variable Contributions – The Port of Seattle and Local Union No. 46 IBEW have agreed to modify the variable contributions plan for their retirement annuity trust for electronic technicians employed by the Port of Seattle for all hours compensated. Based on the classification status provided under this Agreement, participants may elect additional variable contributions to the Plan under the following conditions:

- (i) An election of a classification for additional contributions may be made only once in each calendar year by the participant signing an appropriate authorization form provided by the Union and given to the Employer.
- (ii) The Administrator for the Plan shall administer the contributions as part of the existing Plan and collect any additional funds that participating employers fail to pay over in the same manner as they collect the basic contributions rates.
- (iii) The Classifications for participation and the authorized additional contribution rates.

Classifications – Port of Seattle Electronic Technicians Contribution Rates

(a) Automated Controls Specialists and Electronic Technicians with less any eight (8) months of service under this or any predecessor bargaining agreements. -0-

(b) All other Automated Control Specialists and Electronic Technicians (*Rates set by Trustees of Puget Sound Electrical Workers Pension Trust*)

- (iv) Participants electing such additional contributions shall have their otherwise provided hourly wages reduced on a dollar for dollar basis by the amount of additional contributions made to the Plan.
- (v) The Trustees of the Plan are directed to supplement the provisions of this Collective Bargaining Agreement relating to such variable contributions as they deem appropriate in order to carry out the intent of this provision.

9.5 Health and Welfare Trust Fund - The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Health and Welfare Trust Fund. Effective June 1, 2011 through September 30, 2011, Port contributions to this plan shall be seven dollars and twenty cents (\$7.20) for each hour worked for each employee.

Effective October 1, 2011 through May 31, 2014, Port contributions to this plan shall be seven dollars and twenty cents (\$7.20) for each hour compensated for each employee, with a monthly contribution cap of 155 hours. Future increases to the \$7.20 hourly contribution base rate, established by the IBEW 46 Inside Construction Agreement, shall be shared by the Port and the employee in the following way:

- The employee will contribute 50% of any hourly increase up to 10% of the total hourly base rate and the Port will contribute 50% of any hourly increase.
- Once employee contributions have reached 10% of the total hourly base rate, future increases shall be split 10% paid by the employee and 90% paid by the Port.
- The employee's share of the monthly contribution will be a pre-tax deduction subject to the monthly contribution cap of 155 hours.

If necessary, the parties agree to discuss increases to the hourly contribution rate during the term of this contract.

9.6 Sick Leave

9.6.1 Sick Leave Accrual - Effective on the first (1st) day of this Agreement, employees shall accrue sick leave at the rate of four (4) hours per month for an equivalent of six (6) workdays (48 hours) per year.

On a pro rata basis of a full-time work schedule, sick leave accruals will be posted on the first (1st) payday of the month for any sick leave earned during the prior month.

9.6.2 Pay Rate - Sick leave pay shall be at the shift straight-time hourly rate.

9.6.3 Eligibility - Sick leave will be used only in instances of bona fide employee, immediate family, or others (as required by law) illness, injury or disability resulting in absence from work as normally scheduled.

9.6.4 Maximum Accrual - Any unused sick leave benefits shall be accumulated into a sick leave bank up to a maximum of four-hundred and eighty hours (480) to be used for future illness of an employee as his/her needs may require, but may not in any event be converted to additional vacation, or time off with pay. Sick leave used shall be deducted from the accumulated bank. Unused sick leave may not be converted to cash payment except under termination or retirement following five (5) continuous years of active employment in a permanent position, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 480 hour limit) at the rate of pay upon termination.

9.6.5 Pay Off - The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:

(a) In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

(b) An employee who is collecting Worker's Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from his/her disability benefits, provided the total daily or weekly amount of

benefits does not exceed his/her daily or weekly base wage rate, until such time as his/her leave bank is depleted.

- 9.6.6 Abuse of Sick Leave** - Both parties are committed to work to minimize or eliminate any abuse of sick leave.
- 9.7 Shared Leave** - Employees covered by this agreement are eligible to participate in the Port's Shared Leave program.
- 9.8 Family Medical Leave Act & State Family Care Act** - The Port shall comply with the Family Medical Leave act and State Family Care Act. These benefits shall be available to domestic partners of employees as well as those persons required by these statutes. For purposes of this Article, domestic partnership shall mean a heterosexual or same sex couple as defined by Port of Seattle Policy HR-5.
- 9.9 Failure to Return to Work** - Failure to return to work from an approved Medical or Family Leave of absence by the expiration date of the leave of absence may be cause for termination of employment.
- 9.10 Bereavement Leave** - Any employee who suffers a death in the employee's immediate family shall be allowed twenty four (24) hours leave compensated at the employees regular shift rate. In cases in which the funeral is outside of Washington State, the employee may request up to sixteen (16) hours of additional paid leave, not to exceed a maximum of forty hours (40). Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, stepmother, stepfather, sister-in-law, brother-in-law, daughter-in-law, and son-in-law, domestic partner and their respective relatives listed above.

ARTICLE 10: JOB-RELATED COURSE WORK AND/OR TRAINING

At the Port's discretion, the Port may provide compensation for job-related course work or training.

ARTICLE 11: TRAVEL

Since the Sea-Tac International Airport is the permanent headquarters and place of business of the Employer under this Agreement, the employees will furnish their own transportation to and from the Airport and shall receive no compensation for time or mileage for such travel.

The Port shall use the Fair Labor Standards Act regulations on travel time as they existed on the ratification date of this contract as a minimum standard to apply in all wage issues involving

travel time. In the event more generous FLSA regulations are adopted, the Port shall then apply the applicable new regulations.

ARTICLE 12: TRAINING

12.1 Probationary Training - Because of the complexity of the electronic systems at the Airport, approximately eight (8) months, but not to exceed eight (8) months, of training are required before a technician is adequately trained to work alone. If an employee needs additional training beyond the eight (8) month probationary period, the Port, with input from the Union, may extend the probationary period to twelve (12) months at the current rate of pay. After successful completion of this eight (8) month training period, or extended four-month period, on either the Central Control, Satellite Transit, or Closed Circuit TV systems, the technician will be considered as and paid at the established rate for Automated Control Specialist as set forth in this Agreement.

12.2 Training - When full time employees (FTE's) are directed or volunteer on a shift paying lower shift differential or no differential, the first thirty (30) working days of such shift will be paid at the higher shift rate.

ARTICLE 13: GRIEVANCE PROCEDURE

It is the Port and the Union's goal that all employer/employee disputes be addressed as quickly as possible. With this goal in mind, the parties agree to attempt to settle employer/employee disputes prior to filing an official written grievance.

Disputes between employees and management arising during the term of this Agreement and not resolved prior to filing an official written grievance shall be referred to a Business Representative of the Union and to the Port within the timelines established below. A grievance not brought within the time limit prescribed in Step 1, shall not be considered timely and shall be void. The time limits may be waived at each step by mutual agreement, in writing, by the Union and the appropriate management representative.

Step 1: The Union's business representative shall present the grievance in writing to the Employer Representative. The written grievance shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated and the remedy sought.

Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from date of filing. In the event settlement is not reached, the grievance shall proceed to Step Two (2).

Step 2: If a settlement is not reached in the manner above described, the dispute shall be referred to a Joint Conference Committee that shall be set up under this Agreement and shall consist of two (2) representatives of management and two (2) representatives of the Union. This

committee shall select its own chairman and secretary from within the committee, one from the Union and the other from Management and shall meet at such times and places as it may decide. It must meet within five (5) working days after a dispute is referred to it for resolution. However by mutual consent, the parties may extend the meeting deadline.

Step 3: In the event the grievance is not resolved in Step Two (2), Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days of the completion of Step Two (2) and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service. The arbitrator shall not have the right to add to or subtract from any terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall meet with the arbitrator and present their cases. They shall have the right to override the arbitrator during this meeting. In the even they cannot reach a decision, the decision of the arbitrator shall be final and binding.

Each party will bear its own costs of presenting grievances under this agreement, including attorney's fees. The Arbitrator's fee shall be shared equally by the Union and the Employer.

ARTICLE 14: STRIKES AND LOCKOUTS

14.1 Work Stoppages – There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled using the grievance/arbitration procedure in this Agreement.

14.2 Discipline - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article may be subject to disciplinary action up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

ARTICLE 15: DEFERRED COMPENSATION

Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures or to negotiation by the Union.

ARTICLE 16: SENIORITY

16.1 The Manager of Electronic Systems and the Shop Representative will initiate and update the Seniority List.

16.2 New or vacant positions shall be filled with the most senior person who has bid for the position. If no bids, the least senior person will be assigned to the open position. Upon completion of the bid process, Technicians are to remain in the position specialty (i.e., Electronic Systems or STS) for a minimum of three (3) years.

Exceptions: The Port and the Union may mutually agree to waive the bid process or the three (3) year requirement to accommodate special circumstances. Foreman and General Foreman positions are selected at Management's discretion from current shop employees and are not subject to the bid process outlined above.

16.3 If layoffs should occur, they shall proceed in order of seniority, from least senior to most senior.

ARTICLE 17: MISCELLANEOUS

17.1 **Election to Union Office** – An employee elected or appointed to a position in the Union that requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year upon written application.

17.2 **Port of Seattle Labor-Management Committee(s)** - The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish labor-management committee(s) where mutually agreed.

17.3 **Bulletin Boards** – The Port agrees to permit the Union shop stewards and business representatives to post on designated Port bulletin boards the announcement of meetings, election of officers, and other Union material.

17.4 **Shop Stewards** - The Union shall appoint a shop steward. The shop stewards may conduct representational responsibilities including, but not limited to, attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee. Port management must approve use of Port facilities for Union business outside of these processes in advance and employee attendance will be on unpaid time.

17.5 **Safety** - The Port, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment. Any safety protection device required by the employer

or the State of Washington shall be supplied by the employer, with the exception of Safety Shoes (See Article 17.7).

- 17.6 Reprimands** – Letters of reprimand for cause shall be expunged from employee personnel files within two (2) years so long as there is no reoccurrence of the conditions for the reprimand.
- 17.7 Footwear Allowances** – The Port shall reimburse employees who have accrued at least 1,000 hours of work up to eighty (\$80) dollars each contract year for the purchase price or repair of ASTM approved electrical hazards standard footwear Z41PT99 and F2413-05.
- 17.8 Parking** – In the event employees are not allowed to park in the parking garage or park free of charge, the Port agrees to negotiate such impact on the employees.
- 17.9 Flexible Spending Account** - Employees shall be eligible for participation in the Port of Seattle’s Flexible Spending account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance or to any other Provision of this Addendum or to negotiation by the Union.
- 17.10 Long Term Care Insurance** - Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care insurance plan made available to Port non-represented employees. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that the content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provisions of this agreement or to negotiation by the Union.
- 17.11 Audio/Visual Work Jurisdiction Re-opener** – Either party may agree to reopen the agreement to negotiate and/or discuss the sharing of jurisdiction over audio/visual equipment duties with the Utility Worker classification.

ARTICLE 18: SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 19: EFFECTIVE DATE AND DURATION

19.1 Duration – This Agreement will become effective upon full and final ratification and approval by the Union and the Port of Seattle Commission and covers the period from June 1, 2011 through May 31, 2014.

19.2 Modification and Re-opener Clause – Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to the expiration date.

19.3 Wage rates - Shall be effective as indicated in Article 5.

Agreed and entered into this _____ day of _____, 2011.

IN WITNESS WHEREOF, the aforementioned have executed this Amendment to Collective Bargaining Agreement this _____ day of _____, 2011.

PORT OF SEATTLE

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 46**

**Tay Yoshitani, Port of Seattle
Chief Executive Officer**

**Virgil A. Hamilton, IBEW Local 46
Business Manager and Financial Secretary**