

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE PORT OF SEATTLE

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION #46**

REPRESENTING ELECTRICIANS

JUNE 1, 2017 – MAY 31, 2019

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ELECTRICAL MAINTENANCE AGREEMENT

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**PORT OF SEATTLE ELECTRICAL MAINTENANCE AGREEMENT
BETWEEN THE
PORT OF SEATTLE
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 46**

Effective June 1, 2017 through May 31, 2019

These articles constitute a maintenance agreement, the terms of which have been negotiated in good faith between the Port of Seattle and the International Brotherhood of Electrical Workers (IBEW) Local 46. This agreement shall be subject to approval by the Commissioners of the Port of Seattle.

The Port of Seattle maintenance divisions covered by this agreement provide maintenance, additions, alterations, repair, renovation on Port owned facilities. The Port of Seattle as owner and operator of Seattle-Tacoma International Airport, and numerous Seaport properties in the geographic area between the Duwamish waterway to Shilshole Bay Marina, is responsible for continuous safe operation of a great variety of facilities with numerous complex electrical systems seldom encountered in a construction environment, which are essential to commerce, health and safety of people who travel through and reside in King County Washington. This agreement reflects the mutual intent of the parties to facilitate the performance of maintenance electrical work in a critical operations environment, which contributes to this effort.

Employees working under this agreement perform electrical maintenance work, as traditionally performed by Port maintenance electricians on Port owned premises, including additions, alterations, repair and renovation as directed or assigned to Port maintenance electricians by the Port.

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 will not tolerate discrimination against any persons on the grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act, (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, worker's compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state, and federal laws.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

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

3.2 Dues and Fees

3.2.1 All present employees who are members of the IBEW Local 46 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 IBEW Local 46 shall become members of the IBEW Local 46 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 IBEW Local 46 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.
- (c) That the employee is in compliance with exceptions to membership under RCW 41.56.

3.2.2 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 IBEW Local 46. Prior to sending a written request for termination to the Port, the IBEW Local 46 shall notify the affected employee of its intention to request termination. Such termination of employment shall be made following the Port's due process procedures but in no case greater than ten (10) working days after 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.

3.5 Hiring Procedure – The Port of Seattle is a public employer subject to the requirements of Chapter 53.18 RCW and Chapter 41.56 RCW regarding employment relations, collective bargaining, and ability to hire personnel. In accordance with Chapter 53.18.060 the parties agree that this labor agreement does not restrict the right of the Port of Seattle in its discretion to secure its regular or steady employees from the local community, according to the Port's internal hiring procedures. All new employees hired in this manner are subject to the terms and conditions of this Agreement.

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 seniority and limited duration employees from the local community, specify certain employees as seniority 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. Limited duration employees may be terminated without just cause and without recourse to the grievance procedure regarding termination.

Due to the unique nature of the operations of the Port of Seattle, the demands for skilled electricians 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. Although, if the Port subcontracts, then the employees working under this agreement shall not be laid off, transferred, or suffer loss of regular work hours due to subcontracting as allowed in this Agreement.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

- 5.1 Classifications** – Electrical work under this Agreement shall be performed by the following classifications: Journeyman Wireman, Apprentice, Foreman and General Foreman.
- 5.2 Base Rates of Pay** – The following day shift rates of pay shall apply:
- | | |
|--------------------------------|--------------|
| Effective Date | June 1, 2017 |
| Journeyman Wireman | \$47.07 |
| Foreman (10% above Journeyman) | \$51.78 |

Temporary Assigned Foreman (10% above Journeyman)	\$51.78
General Foreman (20% above Journeyman)	\$56.48
Project Support Electrician (10% of Journeyman)	\$51.78
Apprentice	According to Puget Sound JATC

The following premium pays shall be applied to classification base rates as listed above and as they may change over the life of the agreement (exclusive of shift differential) for hours worked in these capacities.

Cable Splicer	10% above Journeyman
Welder	5% above Journeyman
CDL	5% above Journeyman
High Time	5% above Journeyman

5.3 Effective June 1, 2017, the day shift Journeyman rate shall increase by 3.7% equal to 100% of the February to February CPI change in the previous 12-month period using the Seattle/Tacoma/Bremerton CPI-W Index.

5.4 Effective June 1, 2018, the day shift Journeyman rate shall increase by 3.0%.

5.5 Shift Pay

5.11.1 Swing Shift – The pay rate for an employee assigned to swing shift will be his/her base hourly rate of pay plus ten (10) percent. An employee who is regularly assigned to the swing shift will have all compensable time paid at the swing rate of pay.

5.11.2 Graveyard Shift – The rate for an employee assigned graveyard shift will be his/her base hourly rate of pay plus fifteen (15) percent. An employee who is regularly assigned to the graveyard shift will have all compensable time paid at the graveyard rate of pay.

5.6 Definitions

Division – This Agreement applies to those two divisions of the Port of Seattle known as Maritime Division and Aviation Division.

Foreman - Whenever an employee is assigned 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. Foreman shall perform duties with regards to: supervision, assignments, track and report on performance, safety and compliance, and other duties as assigned.

General Foreman - Whenever an employee is assigned 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 scale. A General Foreman has the responsibility of supervision/coordination of multiple Foreman and/or multiple shifts.

High Time – When working at heights over 75 feet on lift equipment or scaffolding, Electricians shall receive a premium of 5% per hour.

Journeyman Wireman – A journeyman wireman must possess a valid Washington State EL01 Electrician Certificate.

Limited Duration Employee- A limited duration employee is an employee employed by the Port of Seattle who has not worked in the bargaining unit at least 1,566 hours in a 12-month continuous period of time. Limited duration employees are at will and do not accrue seniority. A limited duration employee is eligible to take PTO, EI, and other approved leave time after six months of service.

Seniority Employee- A seniority employee is an employee employed by the Port of Seattle who has worked in the bargaining unit at least 1,566 hours in a 12-month continuous period of time. Once an employee attains seniority employee status, seniority shall be retroactive to their date of hire in the classification.

Project Support Electrician – A classification that may be established and discontinued at the discretion of management, assigned to a seniority journeyman wireman or foreman, after interview and acceptance by the Port, to provide a full scope of project support services to Port engineering and project management staff. The Port may limit the duration of assignment of employees to this classification. Employees shall have the right of return to their bid position without loss of seniority. Escorting by bargaining unit employees shall not be considered assigned to performing the duties of this classification.

Notice to Union - Limited Duration New Employees – The Port will notify the Union within one (1) week when it hires any new employee. The notice will include the classification, division hired, basis for the hire, and expected length of employment.

ARTICLE 6: HOURS OF WORK

6.1 Standard Five-Eight (5x8) Work Schedule – The standard workweek shall be five (5) consecutive days Monday through Friday on the basis of eight (8) consecutive hours per day, with a thirty (30) minute meal period. Alternative schedules are permitted to be filled and added under the conditions stated in 6.5, 6.6 and 6.7 below. No employee shall be required to work both Saturday and Sunday.

6.2 Standard Shift Hours

6.2.1 Day Shift – An employee assigned to work on a shift beginning between the hours of 6:00 A.M. and 8:00 A.M. will be considered to be on day shift.

6.2.2 Swing Shift - An employee assigned to work on a shift beginning between the hours of 2:00 P.M. and 5:00 P.M. will be considered to be on swing shift.

6.2.3 Graveyard 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 graveyard shift.

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

6.4 Changes to Workweek Schedule – Changes to workweek schedule will require a minimum of seven (7) days' notice. If the transition to the new workweek schedule provides less than two consecutive days off, the employee shall be paid time and one-half for the first day of their new workweek and double time for the second day of their new workweek.

6.5 Optional Four-Ten (4x10) Work Schedule at the Maritime Division – In the Maritime Division the Port, with the agreement of the employee, may schedule workweeks, which consist of four (4) consecutive work days of ten (10) consecutive hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4x10) work schedule will provide for three (3) days off which will be consecutive days, with at least one (1) day being a Saturday or Sunday, except when transitioning between a 4x10 and 5x8 schedule. The employee may opt out of a four-ten (4x10) schedule with two (2) weeks notice to the employer.

Management at the Maritime Division may schedule five-eight (5x8) and four-ten (4x10) work schedules with different shift start times on the same shift at its discretion

6.6 Airport – At the Airport, at the request of the employee and agreement of management, the Port may schedule a four-ten (4x10) workweek within the employee's previously bid five-eight (5x8) workweek schedule. This four-ten (4x10) schedule will consist of four (4) consecutive work days of ten (10) consecutive hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4x10) schedule will provide for three (3) consecutive days off, with at least one (1) day being a Saturday or Sunday, except when transitioning between a four-ten (4x10) and five-eight (5x8) schedule. The employee may opt out of a four-ten (4x10) schedule after six months of working the requested schedule with two weeks' notice to the employer and thereafter return to their previously bid five-eight (5x8) schedule. Employees working a regular shift that includes a weekend day will need to include their regularly scheduled weekend day in their four-ten (4x10) schedule. An employee may request a four-ten (4x10) schedule that includes both weekend days under the same conditions. Returning to a five-eight (5x8) bid schedule within less than six months may occur with mutual agreement between management and the employee. Management reserves the right to return an employee to the employees regular five-eight (5x8) bid shift as per 6.3 above.

Management at the Aviation Division may schedule five-eight (5x8) and four-ten (4x10) work schedules with different shift start times within the limits of 6.2 above, on the same shift, at its discretion.

Establishment of any four-ten (4x10) schedule shall not impact the schedules of employees who wish to stay on their five-eight (5x8) schedule that they previously bid. Employees who wish to work a four-ten (4x10) schedule will submit their request through the chain of command to management. Every effort will be made to respond to requests timely and, when approved, facilitate timely and smooth transitions to the four-ten (4x10) shift.

6.7 Alternative Workweek Schedule

MARITIME DIVISION: Alternative workweek schedules shall be five (5) consecutive days of any of the following schedules: Tuesday through Saturday, Sunday through Thursday; and at the Maritime Division during cruise ship season Wednesday through Sunday, on the basis of eight (8) consecutive hours per day, with a thirty (30) minute meal period.

AVIATION DIVISION: Alternative workweek schedules shall be five (5) consecutive days of either of the following schedules: Tuesday through Saturday, Sunday through Thursday.

The Port agrees that beginning 1/1/14 there shall be no more than six (6) maintenance electricians on Saturday day shift, no more than six (6) on Saturday swing shift; no more than six (6) on Saturday graveyard shift. There shall be no more than six (6) maintenance electricians on Sunday day shift, no more than six (6) on Sunday swing shift, and no more than six (6) on Sunday graveyard shift.

ARTICLE 7: OVERTIME

7.1 Overtime - All work performed outside of the regularly scheduled working hours shall be considered overtime. When employees on eight-hour work shifts are required to work more than three (3) hours of overtime beyond their established shift, the employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. When employees on a ten (10) hour shift are required to work more than one (1) hour of overtime, exclusive of any unpaid meal period, the employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. Employees required to work continuous overtime beyond their regular work shift shall be provided paid meal periods. During work of a continuous nature, successive meal breaks must occur every five (5) hours from the end of the preceding meal period. Paid meal periods shall be scheduled by the Employer.

7.2 Scheduled overtime work – Scheduled overtime shall be defined as overtime with at least sixteen (16) hours of advance notice to the employee before the overtime will begin, except when an employee is notified of a shift extension request prior to leaving work. Scheduled overtime work will be offered to seniority employees prior to all other employees on the same shift except in those instances where seniority employees are not readily available. Readily

available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the division in which the overtime will be worked. When limited duration employees are used as part of a crew involved in a specific work task, they will be allowed to work the overtime that is involved with that specific work task. A minimum shift for scheduled overtime shall be four (4) hours, unless the scheduled overtime is immediately before or after a regularly scheduled daily shift. When employees report for management approved scheduled overtime and are told not to start work, the employee shall receive four (4) hours of applicable overtime pay.

7.3 Shift Extension – A shift extension shall be defined as one of the following:

- (a) where an employee is provided at least sixteen (16) hours of notice before an early start time or notified prior to the end of their current shift to report early for their next shift; or
- (b) where an employee is notified prior to the end of their current shift to stay late on that shift.

7.4 Overtime Rates of Pay

7.4.1 Time and One-half Overtime (1½) Rates - During the regular five-eight (5x8) work week the first two (2) hours of scheduled overtime worked shall be at one and one half (1½) times the regular shift rate. During the first eight (8) hours of work on the fifth (5th) day on a 4x10 schedule or the sixth (6th) day on a 5x8 schedule, the overtime rate shall be one and one-half (1½) times the regular shift rate.

7.4.2 Double Time Overtime Rates - All other overtime beyond the hours specified in Section 7.4.1 and on the sixth (6th) or seventh (7th) day of a 4x10 schedule or the seventh (7th) day of a 5x8 schedule shall be paid at double (2x) the shift rate. For the 4x10 shift employee, all hours worked beyond their normal shift end time shall be paid at double (2x) the employee's regular shift rate of pay.

7.5 Unscheduled emergency overtime work – In the event of unscheduled emergency overtime work, i.e. work management is not aware of in advance, management may offer overtime to whomever is most available. However, when possible, management will make a good faith attempt to offer this overtime to seniority employees, who are in the same division in which the overtime will be worked, prior to limited duration employees.

7.6 Overtime Authorization – All overtime will be authorized in advance by the manager/designee in writing, except in emergencies.

7.7 Callout – A “callout” will be defined as overtime where less than sixteen (16) hours of notice is provided to the employee, prior to the start of the work being requested. This applies when an employee has ended their normal shift and has left the premises, not to a Shift Extension. A minimum of four (4) hours at the employee's double time (2x) shift rate will be paid for each callout. Employees, who are still on the jobsite working during the four (4) hour call-out period, may be required to take other emergency calls, if the call occurs during the four (4) hour call-out period. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the employee's double time (2x) shift rate.

- 7.8 Off-Duty Time** – The Port and the Union recommend at least eight (8) hours of off-duty time for any employee who moves to a different shift or who works overtime before or after a shift. However, at the option of the employee, the employee may take PTO, LWOP, or work their regularly scheduled daily shift after working overtime before or after their shift. Due to safety concerns, the Port may require employees to take off-duty time.
- 7.9 Phone Consultation Pay** – With approval or direction from a Foreman, to call an employee outside of his or her shift to seek technical advice or support, the employee giving the advice over the phone shall be compensated at the double (2x) time rate in one-half (.5) hour intervals per phone call. Phone consultations to employees outside their regular shift in regards to scheduling or other non-technical support shall not result in any compensation. Multiple calls within a thirty (30) minute interval shall not be compensated as separate calls.

ARTICLE 8: HOLIDAYS

- 8.1 Designated Holidays** - The following ten (10) days shall be observed and recognized as paid holidays for employees: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, the day before or the day after Christmas Day and Christmas Day as observed by the Port.
- 8.2 Pay for Time Worked on Holidays** – Employees who perform work on any of the above holidays shall be paid the actual time worked at double the employee's regular shift rate.
- 8.3 Other Holiday Observance Considerations** - Whenever any of the above holidays fall on an 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.
- 8.4 Holiday Pay Rate and Qualifications** - Each employee shall receive eight (8) hours or ten (10) hours (if working a 4x10 workweek) holiday pay at his/her hourly shift rate of pay for the holidays designated in 8.1 above, provided:
- 8.4.1** That the 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.
- 8.4.2** 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.
- 8.4.3 Eligibility for Holiday Pay** - In order to be eligible for holiday pay, an employee must be on Port payroll for the thirty (30) consecutive days preceding the holiday.

8.5 Holidays and Paid Time Off - If a holiday falls within the PTO period of an 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 PTO period unless otherwise excused by management.

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

ARTICLE 9: PAID TIME OFF (PTO) AND EXTENDED ILLNESS (EI)

9.1 Paid Time Off –

(a) Accrual Rates:

Paid Time Off (PTO) is earned at varying rates based upon tenure and straight-time hours paid. The number of earned PTO days shown below is based on full-time, straight-time hours paid. Part-time employees earn a proportional share of hours. Upon the Union’s request only, the Port agrees to open on the issue of PTO accrual rates in the event the Port changes the rates through the Salary and Benefit Resolution.

Years of Service	Days Per Year	Accrual Rate Per Hour
0 – 3	19.6	.07538
4 – 7	24.6	.09462
8 - 11	27.1	.10423
12 – end of employment	29.6	.11385

(b) Accumulating and Taking Paid Time Off:

Employees shall be allowed and encouraged to take at least two work weeks of Paid Time Off each year. Paid Time Off may be taken up to the accrued balance, after the completion of six month and following management approval of a request made at least one week in advance.

(c) Maximum PTO Accumulation and Automatic Cash-out for Employees Hired Before 12/20/98:

Maximum accumulation for employees hired before 12/20/98 is 1,400 hours in 2005. This limit will decrease by 100 hours each successive January until January 2014, when it will decrease from 600 to 480 hours. Balances over the limit will be cashed out 100% at the employee’s current hourly rate of pay during the first pay period of the payroll year. Subsequent accruals over the limit will be cashed out quarterly at the employee’s current hourly rate of pay. Employees may request that the cash-out be postponed by up to two pay periods to accommodate a pre-scheduled vacation.

(d) Maximum Paid Time Off Hours Accumulation for Employees Hired On or After 12/20/98:

For employees hired on or after 12/20/98, the maximum accumulation is 480 hours. Accruals will cease when the limit is reached and will resume only when the balance is below 480 hours. Accruals over the limit are not cashed out.

(e) Voluntary Cash-out of PTO Hours While an Active Employee:

Effective **January 1, 2019** employees will be subject to the Port of Seattle PTO Cash Out Policy and Procedure.

Cash-outs shall be processed at the employee's current hourly rate of pay as recorded in the payroll system. A "Paid Time Off Cash-Out Request and Waiver" form must be submitted to Payroll by the payroll deadline.

9.2 Extended Illness (EI) and Sick Leave

Effective June 1, 2017, Eligible, full-time employees normally accrue Extended Illness leave at the rate of a half-day a month (.02308) hours accrued per straight-time hour paid).

Effective January 1, 2018, employees will accrue Sick Leave at the rate of .025 hours accrued per hours compensated. Sick Leave may accumulate with no maximum limit. In the event of illness, Sick Leave up to the accrued balance may be used after employment of at least 30 days.

Sick Leave can be used for instances of employee or immediate family member illness, injury or disability. Sick Leave can also be used for an employee's health care appointments. Immediate family shall be defined as spouse or domestic partner and the parents or children of the employee, spouse or domestic partner.

In special circumstances, Human Resources may include others in this definition.

Management may at any time require a physician's statement to justify use of Sick Leave. A physician's release shall be required prior to the return to work by an employee who has experienced inpatient hospitalization of any kind that requires an absence from work or who has suffered an absence of longer than two weeks due to illness, surgery, or an accident.

9.3 Payment for Accrued Leave at Termination

(a) Extended Illness Leave:

Upon termination or retirement immediately following five consecutive years of active employment with the Port of Seattle, an eligible employee shall be compensated for 50% of his or her Extended Illness accrued balance at the employee's hourly rate of pay in effect at termination or retirement.

(b) Paid Time Off:

Upon termination, an employee who has completed six months of continuous service in the bargaining unit or who has not been terminated for cause shall be compensated for 100% of his or her Paid Time Off accrued balance at the employee's hourly rate of pay at termination. Paid

Time Off hours for such an employee may be cashed out, used as service time after the last day worked, or taken in a combination of cash and service time.

An employee who terminates active employment before satisfactorily completing six months of continuous service shall receive no Paid Time Off pay.

An employee who is terminated for cause shall receive a lump sum payment for 100% of his or her Paid Time Off accrued balance at the hourly rate of pay in effect at termination. The employee is not eligible to use Paid Time Off as service time after the last day worked unless authorization is received from Human Resources and Development Management.

Emergency hire employees at Marine Maintenance who work a minimum of thirty (30) days shall be compensated for 100% of his or her Paid Time Off accrued balance at the employee's hourly rate of pay at termination. Compensation shall be made in a lump sum payment.

9.4 Leave Without Pay (LWOP) – When an employee requests leave without pay in conjunction with any other leave, the requests should be combined so the employee's manager may assess the consequences of the entire period of time off being requested. Requests for LWOP may not be approved unless it will occur after all appropriate paid leave accruals are exhausted. When the absence is for personal reasons, all paid time off must be exhausted. If illness is involved, all extended illness, long-term sick leave, and paid time off leave must be exhausted.

Suspensions or unpaid time for disciplinary reasons may result in LWOP while there are payable leave balances. If LWOP is requested in conjunction with paid time off, compensation may be arranged to be paid over the entire period off at a reduced amount or schedule. This arrangement requires advance notice and a Request for Personnel Action form to advise Accounting of the change in schedule.

9.5 General Leaves Without Pay

Approval of a leave under the conditions and limits stated in this section assumes the employee's right to reinstatement without loss of seniority in the same position and pay held before the leave. However, if a reduction in force should occur during a period of leave, the returning employee would be subject to the action which would have taken place if the employee had remained at work.

A department director within the conditions and limits indicated may authorize the following types of leave:

9.5.1 Personal Leave Without Pay:

A request for time off the job without pay for non-military or non-medical reasons will be considered a request for personal leave without pay. Approval of personal leave is not automatic. Port management considers leaves extending beyond an employee's accrued vacation as a special consideration to be granted only after careful evaluation. A request for personal leave without pay should be made only when an employee intends to return to work

for the Port following such leave. Each request for personal leave will be considered on its own merits, and the factors to be considered by the department director shall include:

(a) The purpose and length of the requested leave; (b) The employee's length of service; (c) The effects of such an extended absence on the operational efficiency of the department; (d) The contribution of the employee to the organization.

A personal leave without pay in which there is mutual benefit for the Port and the employee would receive greater priority, for example, than a request for time off to travel. After such an evaluation, a manager who is willing to accept the employee upon return may authorize up to a six-week LWOP to a regular employee whose performance and attendance is satisfactory.

9.6 Supplemental Pay During Workers Compensation Time Loss Periods - An employee may use extended illness leave during approved workers compensation time-loss periods. Extended illness supplements will be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate. When extended illness leave is exhausted, paid time off leave may be paid in the same proportion as described for extended illness leave to bring total pay up to the normal bi-weekly rate.

9.7 Disability Case Management – To comply with the law and as provided by the Disability Case Management Procedure HR-6, the Port of Seattle will provide all employees with reasonable accommodation and return-to-work assistance as determined on a case-by-case basis. Appropriate Port of Seattle personnel will work with the employee to comply with any and all legal requirements and insurance policies. Such legal requirements and insurance policies may include the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Family Care Act (FCA), workers compensation and long term disability insurance.

ARTICLE 10: LEAVE OF ABSENCE

10.1 General - 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.

10.2 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.

10.3 Bereavement Leave - Any employee who suffers a death in the employee's immediate family shall be allowed three (3) days paid leave compensated at the employee's regular shift rate as a result of the employee's absence. The employee may be allowed up to two (2) days of additional paid leave in consideration of distance to the funeral or the extent of the employee's involvement with arrangements for the deceased. 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, aunts, uncles, domestic partner and their respective relatives listed above.

- 10.4 Jury Duty** – An eligible employee who serves on jury duty shall receive full regular compensation less any compensation (excluding mileage and meals paid by the court) received for such service during the period of leave. Employees shall forward their jury duty compensation paid by the court to the Port’s payroll section upon return from jury duty and receipt of the compensation paid by the court.

Employees on swing and or graveyard shall receive jury duty pay (in lieu of working) for their shift immediately preceding the start of jury duty. If the employee’s next scheduled Port of Seattle work shift starts less than 12 hours after the end of jury duty, and there is not jury duty schedule for the next day (e.g., on a weekend or at the completion of jury duty:, the employee shall receive jury duty pay (in lieu of working) for the number of hours required to provide the employee with a 12-hour break. For example, if jury duty ends at 4:00 p.m. and the employee’s work shift begins at 10:00 p.m, the employee may receive jury duty pay in lieu of working from 10:00 p.m. to 4:00 a.m.

- 10.5 Shared Leave** – An employee may donate any amount of paid time off or extended illness leave at a 100% rate, or hour-for hour to another employee (or employees child, spouse, domestic partner or parent) suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment. Administration of the shared leave program will be determined by the Port.

- 10.6 Military Leave** – With appropriate military orders, employees called for active training duty in military reserve units shall be allowed up to 21 working days per Federal fiscal year (October through September) of paid military leave as provided in and limited by RCW 38.40.060.

Employees called for active duty beyond the 21 working days will be placed on Paid Leave of Absence/Military status. This status will provide supplemental pay and a continuation of benefits to keep the employee “whole” in cases his or her military pay and benefits are less than what the Port provides. An example is the guidelines requested of the Port Commission for activations following September 11, 2001. In all cases, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides the minimum definition of benefits guaranteed to employees called for active duty.

- 10.7 Other Leave Entitlements** – The Port shall provide other leave as may be provided by law, such as under the Washington State Pregnancy Disability Leave Act, the Washington Family Care Act, the Washington State Military Family Leave Act, and the Washington State Domestic Violence Leave Act. The Port shall comply with all legal requirements to continue health insurance benefits during eligible statutory leave.

- 10.8 Subpoenaed Witness Leave** – When an eligible employee is subpoenaed as a witness under circumstances which are determined by Human Resources to constitute Port duty, the same pay and conditions listed for jury duty shall apply.

10.9 Maintenance of Benefits - For employees with less than five years of service with the Port, his or her insurance benefits will be maintained for at least the first 30 days of medical LWOP (after FMLA leave is exhausted). If the employee cannot return to work within the next 15 days, he or she will be responsible for paying the premiums for the benefits they wish to retain while on LWOP as of the 31st day of LWOP (after FMLA leave is exhausted).

For employees with more than five years of service with the Port immediately preceding the disability, his or her medical and life insurance benefits will be maintained for the first six months of medical LWOP (after FMLA leave is exhausted). The employee will have the option to pay for dental and dependent medical insurance during this time. After six months, the employee will be responsible for paying all the premiums for the benefits they wish to retain.

10.10 Medical Leave Without Pay Covering Periods of Disability - A disability period is the time an employee is unable to perform the duties of his or her position due to illness, injury or disability, as determined and certified by a licensed physician in writing to the Port. For the purposes of this procedure, the normal definition of illness includes, but is not limited to disabilities related to pregnancy or childbirth, conditions related to alcoholism, drug addiction, and psychological disorders. When time off the job without pay is requested in excess of the certified period of disability, it is handled in the same manner as any other request for personal Leave Without Pay. For example, an absence for maternity reasons is a combination of medical leave and a personal leave when a female employee is authorized time off beyond the period of disability following childbirth. This is intended to be consistent with the Washington State Maternity Regulation, WAC 16230020 and also with the USEEOC Employment Policies Relating to Pregnancy and Childbirth, 29 CFF 1694.10.

Under this section, medical leaves which are required to cover certified periods of disability may be granted to regular, post-probationary employees suffering from either job-related or non-job-related disabilities for up to six months. When disability conditions continue into the fifth month since the first day of unpaid leave, the department director and Human Resources and Development Management shall make a determination concerning appropriate action. Medical leaves in excess of six months are covered under Special Leave Without Pay Considerations.

10.11 Unpaid Leave of Absence Exceeding Maximum Time Period - Personal unpaid leave in excess of six weeks and medical leave in excess of six months shall be granted only upon the recommendation of the employee's manager and with the approval of Human Resources and Development Management. The decision of Human Resources and Development Management shall be based upon the special circumstances of the case, such as doctor's recommendations when considering medical leave/Particularly in the case of job-related illness or injury, the length of approved leave shall be carefully considered in the light of the doctor's recommendations. Refer to the Disability Case Management Procedure HR-6 for more details. Employment longevity, the employee's performance record, and the mutual benefit to the Port and the employee shall receive appropriate consideration when reviewing personal leave without pay requests.

10.12 Paid Parental Leave – The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the paid Parental Leave shall be as provided to non-represented employees as outlined in Port Policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advance notice of any change. The same benefit shall be extended to this bargaining unit as provided to other bargaining units and non-represented employees, as may be changed, at the discretion of the Port.

ARTICLE 11: BENEFITS

11.1 Puget Sound Electrical Workers Pension Trust - The Port shall contribute the following amounts for each hour compensated for each employee covered by this agreement, except as provided for Apprentices, to the Puget Sound Electrical Workers Pension Trust Fund, a jointly trustee pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley). (Refer to Section 8.5)

Effective June 1, 2017 \$4.95 per hour

Effective January 1, 2018 \$5.45 per hour

Effective May 31, 2019 the hourly pension contribution of \$5.45 per hour shall increase by 2% to \$5.56 per hour.

11.2 National Electrical Benefit Fund

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 Port will forward monthly three percent (3%) of gross monthly labor payroll paid to, or accrued by the Employee in this bargaining unit and a complete 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 Port hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust. If the Port fails to remit as provided above, it will additionally be subject to having this Agreement terminated upon seventy two (72) hours' notice in writing upon being served by the Union, provided the Port fails to show satisfactory proof the required payment has been paid to the appropriate local collection agent.

The failure of the Port to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the Labor Agreement.

11.3 Annuity – Puget Sound Electrical Workers Annuity - The Port shall contribute the following amounts, for each hour compensated for each employee covered by this agreement to the defined contribution plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. (Refer to Section 8.5) Effective June 1, 2016 \$2.05 per hour Effective January 1, 2018 4.5% of gross pay per month

11.5 Payment Due Date - Payment shall be due on the fifteenth (15) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

11.6 Trust Terms - The Port agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

The failure of the Port to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust shall also constitute a breach of this labor Agreement.

11.7 Deferred Compensation - Full-time, eligible 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 any other provisions of this Agreement or to negotiation by the Union.

ARTICLE 12: MEDICAL, DENTAL, AND LIFE PLAN

The Port agrees to contribute the following amounts for each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Healthcare Trust Fund, a jointly trustee'd welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

Effective June 1, 2017, the hourly contribution rate paid by the Port per hour compensated for the monthly contribution equaling 155 hours per month shall be maintained in the following way:

Any increases to the healthcare hourly contribution base rate of \$8.10 that is necessary to match the health care contribution rate in effect in the Inside Construction Agreement after June 1, 2014 shall be shared 50% by the employee and 50% by the Port up to 10% of the Base Rate. One employee contributions have reached 10% of the Base Rate, future increases shall be split 10% paid by the employee and 90% by the Port.

Effective January 1, 2018, the Employer will contribute a lump sum amount of \$1200 per month and the Employee will contribute a lump sum amount of \$25 per month for a total monthly base rate of \$1225 per month. Any necessary increases to the monthly base rate amount shown above per contract year will be shared on a 50%-50% cost basis with the Employer, until the Employee's share equals

10% of the monthly base rate. After that, future increases to the monthly base rate will be shared 10% by the Employee and 90% by the Employer.

Effective May 31, 2019, the Employer will contribute a lump sum amount of \$1231 per month and the Employee will contribute a lump sum amount of \$25 per month for a total monthly base rate of \$1256 per month. Any necessary increases to the monthly base rate amount shown above per contract year will be shared on a 50%-50% cost basis with the Employer, until the Employee's share equals 10% of the monthly base rate. After that, future increases to the monthly base rate will be shared 10% by the Employee and 90% by the Employer.

Payment shall be due on the fifteenth of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

The Port agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors. Except monthly contributions by the Port shall not exceed the negotiated amounts above.

The failure of the Port to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund shall also constitute a breach of this Labor Agreement.

ARTICLE 13: SENIORITY – SHIFT SELECTION

- 13.1 Division Seniority Rights** - Seniority employees will be afforded the right to utilize their division seniority as hereinafter defined for the purposes of shift selection.
- 13.2 Layoffs/Reductions in Force** – Any layoffs of seniority employees shall be done by reverse seniority within the division. When layoffs occur, all limited duration employees shall be laid off before any seniority employees within the division. After all limited duration employees have been laid off then layoffs of seniority employees if need be shall be laid off in reverse seniority order within the division subject to possessing necessary special qualifications required in the division, as established by the division labor management committee.
- 13.3 Recall from Layoff** – In the event of a layoff, seniority employees shall be placed on a preferential hire list for six (6) months from date of layoff. Openings in a Division shall first be filled in seniority order from the employees on the preferential hire list from that Division at the time the opening is posted, subject to possessing necessary special qualifications required in the Division. Employees accepting recall from layoff shall be allowed a minimum of two (2) weeks to transition into the Port position, or more time by mutual agreement. If no employees from the Division are on the preferential hire list at the time the opening is posted, the position shall be filled from the remaining employees on the preferential hire list in seniority order subject to the employee possessing necessary special qualifications required in the Division.

13.4 Retention of Seniority Status – In the event a seniority employee is hired or recalled to another division, seniority shall begin from date of hire in the new division. In the event a seniority employee is re-hired into the same division within six (6) months after a layoff, the employee retains all previous seniority. However, that employee shall retain seniority status and will not be reverted to limited duration status.

13.4.1 Special Qualifications – In laying off employees, recalling employees to their Division or hiring employees to another Division, special qualifications as established by the division Business Partnership Committee may be required for a specific job assignment.

13.5 Bid Postings - All newly established on-going work schedules (days of work), shifts (hours of work) and vacant positions in the division work unit will be posted. Employees within the specific classification in the division will have the opportunity to bid by division seniority for the work schedule, shift or vacancy. Absent adequate interest, employees will be assigned in reverse seniority order. The employer agrees to identify all open positions by shift and work schedules prior to bidding on open positions. At the Airport all work schedule postings will be posted as five day, eight hours per day, work schedules for bidding purposes. A position that was changed from a five-eight schedule to a four-ten schedule will revert back to its original five-eight schedule for future bidding purposes, if that position becomes open for bid.

13.6 Seniority Lists - The Port will transmit to the Union a current listing of all division employees in June of each contract year. Such list will indicate the name of the employee, job classification, and division seniority date. The Port and the Union shall mutually agree on a seniority list.

13.7 Filling Vacant Shifts on a Temporary Basis

13.7.1 Intent The Union and the Port understand that, from time to time, a Seniority Electrician Employee on a weekend shift may take temporary leave due to injury or illness, or a vacancy that may occur due to retirement or other separation of employment of a bargaining unit employee. The Union and the Port recognize their mutual interests in not disrupting the regular flow of work or disrupting an individual employee's permanent shift with a transfer. With these mutual interests in mind, the parties agree to follow the procedure below in filling temporary shift vacancies.

13.7.2 Temporary Shift Vacancy Definition A temporary weekend shift vacancy occurs when: 1) a Seniority Employee, who has bid on and occupies his/her shift permanently, will take temporary leave from work for more than two (2) weeks due to injury, illness or FMLA reasons, not including vacation leave; and 2) when a vacancy, intended to be filled occurs, such as, but not limited to a retirement or separation of employment.

The Parties agree to fill a temporary shift vacancy using the following procedure:

13.7.3 Options to fill a temporary shift vacancy not to exceed 90-days duration.

Option 1. If there is one or more Limited Duration Employee (LDE's) on the crew, an LDE may be assigned to fill the temporary vacancy.

Option 2. If no LDE is assigned, volunteers from all Monday through Friday (M-F) shifts may be considered provided shift coverage can still be met. Volunteers from the same shift as the vacancy shall be preferred.

Option 3. If no volunteers come forward, then the least senior Seniority Employee from the Monday through Friday schedule, on the same shift as the vacancy, may be assigned. No Seniority Employee shall be involuntarily assigned to temporarily fill a vacant weekend shift for more than ninety (90) days in a twelve month period.

Option 4. If there are additional temporary vacancies that occur during the same twelve month period Option 3 will involve the least senior employee who has not been involuntarily assigned to fill a temporary vacancy for more than ninety (90) days in a twelve (12) month period.

No Seniority Employee will lose their permanently bid shift, if he or she volunteers or is assigned to a temporary shift.

ARTICLE 14: MISCELLANEOUS

14.1 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.

14.2 Business Partnership 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 a joint labor-management Business Partnership Committee to continue the collaborative process during the term of the agreement.

14.2.1 The Aviation Committee will be made up of three (3) Port representatives and three (3) Union electrician representatives, plus the Union Business Representative. The Port's Labor Relations Staff will be available to assist the Committee. The Real Estate Committee shall be made up of two (2) Port representatives and two (2) Union electrician representatives, plus the Union Business Representative.

14.2.2 The Committee will not discuss pending grievances, which shall be processed in accordance with Article 19 of the Agreement.

14.2.3 The separate Committees shall meet on a bi-monthly basis, unless mutually agreed to meet on a more frequent or less frequent basis.

14.2.4 The Port and the Union commit to provide sufficient resources to the Committees so that it can adequately carry out its mission.

14.3 **Biweekly Payroll** – Pay shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees. As a condition of employment, all employees are required to participate in the Port’s direct deposit program for payroll purposes. A pay card option will be provided to members of this bargaining unit if such option is made available to other Port employees.

The Port shall not remove money from any employee’s direct deposit account.

The parties agree to work together in labor/management partnership with the Port's labor relations, payroll and human resources departments to make visible to bargaining unit employees all of the Port’s benefits contributions made on behalf of employees.

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

14.5 **Shop Stewards** - The Union shall appoint a shop steward for each division and assistant shop stewards for each shift. 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.

14.6 **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.

14.7 **Posting of Vacant Positions** - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the Port will provide notice of the vacancy to all employees within the bargaining unit and to the Union. Posting on the Port’s Website satisfies this requirement of notice to the Union. Foreman and General Foreman position vacancies will be posted internally, by Division, as internal promotional opportunities for bargaining unit employees in the Division where the vacancies are to be filled. For journey level Electrician openings, current seniority bargaining unit employees from another Division, other than the Division in which the opening exists, may apply and will be provided an opportunity to be interviewed, provided the applicant documents meeting minimum qualifications in the application process.

14.8 **Journeyman Tool Requirements** – The minimum amount of tools journey workers shall provide and carry in their tool box or tool pouch shall be as follows:

<u>Knife</u>	<u>Pencil</u>
<u>Channel Locks</u>	<u>Six (6) Ft. Ruler</u>
<u>Pliers</u>	<u>Cold Chisel</u>
<u>Flashlight</u>	<u>Hammer</u>
<u>Hacksaw Frame</u>	<u>Plumbob</u>
<u>Wood Chisel (small)</u>	<u>Keyhole Saw Frame</u>
<u>Test Lamp, or Wiggen</u>	<u>Center Punch</u>
<u>Crescent Wrench (not over 10")</u>	<u>Level (small)</u>
<u>¼" Tap Wrench</u>	<u>Screw Driver (not over 8" blade)</u>
<u>Current NEC Code Book</u>	<u>Set of Allen Wrenches (not over 3/8")</u>

- 14.9 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.
- 14.10 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.
- 14.11 Employee File** – In regards to an employee’s file and disciplinary history, written warnings and other evidence of discipline shall be expunged from the file after twenty four (24) months, unless there is a repetition of the offense within that period. In the case of repetition, the twenty four (24) month period begins anew.
- 14.12 Notice of New Policies and Policy Changes** – The Port shall promptly notify the Union and unit members of all new policies and changes to existing policies that affect bargaining unit members.
- 14.13 Employee Learning and Development** – The Union and the Port will work together to identify, prioritize and deliver job related training to all staff within Division budget constraints through labor/management and workplace forums and other forums as the parties may establish to convene at mutually agreeable locations.

Employees may submit requests to their manager for educational assistance for professional development, which may include requests for tuition reimbursement, by August 1, in advance of the annual budget process, for consideration of approval. It is up to the employee to request assistance and approval will be made at the discretion of the Port.

To provide career development opportunities to bargaining unit employees, the Union and management will continue to support employee participation in the Port’s internship programs. Successful applicants to internship programs shall remain members of the bargaining unit and retain all rights and benefits under the collective bargaining agreement, except that temporary

schedule adjustments and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern.

The parties agree to establish a jointly managed IBEW 46/Port of Seattle Electrician Training Fund for the sole purpose of funding electrician technical training classes designed specifically for the needs of Port of Seattle electricians. Beginning March 1, 2013, the parties agree to reduce the JATC hourly contribution rate from \$.58 per hour to \$.20 per hour and designate the remaining \$.38 per hour of the contribution to the IBEW 46/Port of Seattle Electrician Training Fund. Beginning January 1, 2018, the Employer shall contribute twenty cents (\$.20) to the IBEW Local 46/Port of Seattle Electrician Training Fund. The Port and the Union will work together to identify the technical training classes necessary and oversee the implementation of each class. The parties will conduct a yearly review of the success of the training classes and the status of the Fund.

14.14 Regional Catastrophic Events – In the event of a “regional catastrophic event” as declared by the state or federal government, contract compliance issues shall be held in abeyance until such time as the situation is declassified as such by state and/or federal government. Examples: Nisqually Earthquake/Hurricane Katrina/Sandy, or tsunamis.

14.15 License Reimbursement – The Port will reimburse regular employees for EL01 and FA1 license renewals if required by the Port.

ARTICLE 15: 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’s representative. The written grievance shall contain a statement of the relevant facts the specific section(s) of the Agreement allegedly violated or other issues in dispute 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.

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, Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days of the completion of Step Two 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 16: WORK STOPPAGES AND EMPLOYER PROTECTION

- 16.1 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.
- 16.2 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 17: 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 18: DURATION

- 18.1 Duration** – This Agreement will become effective upon full and final approval by the Union and the Port of Seattle Commission and will cover the period from June 1, 2017 through May 31, 2019.

18.2 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.

ARTICLE 19: APPRENTICESHIP

19.1 The Parties to this Agreement shall be bound by the Puget Sound Joint Apprenticeship and Training Trust Fund Agreement, which shall conform to Section 3.02 of the Labor-Relations Act of 1947 as amended, ERISA and other applicable regulations.

19.2 The Employer and the Union have agreed to utilize the Joint Apprenticeship Training Council (JATC) for maintenance apprenticeship training. When apprentices are utilized, the Employer, the Union and Apprenticeship agree to be bound by all the rules and regulations of the JATC Program. The ratio of apprentices to Journeyman shall be consistent with the JATC standards.

19.3 Although an Apprentice is required to work under the supervision of a Journeyman at all times, the Journeyman is not required to constantly work with the Apprentice, but is to lay out all work required and is permitted to leave the work without being accompanied by the Apprentice who is assigned to work under his supervision. The Journeyman has overall supervision of the Apprentice and will give direction, on-the-job training, and supervise work in progress.

19.4 Apprenticeship and Training Funds Contributions - The Employer shall contribute twenty cents (\$.20) per hour worked by all Journeyman and indentured Apprentices beginning to the Puget Sound Electrical Joint Apprenticeship Training Trust Fund. Beginning March 1, 2013, the Employer contribution to the Puget Sound Electrical Joint Apprenticeship Training Trust fund shall be allocated as follows: twenty cents (\$.20) to the Puget Sound Electrical Joint Apprenticeship Training Trust Fund and Beginning January 1, 2018, the Employer shall contribute twenty cents (\$.20) to the IBEW Local 46/Port of Seattle Electrician Training Fund. The Apprenticeship contribution shall be due to the Trust Fund by the 15th day of the month following the month in which the hours were worked. The IBEW 46/Port of Seattle Electrician Training Fund contribution shall be due to the designated Credit Union by the 15th day of the month following the month in which the hours were worked.

19.5 Apprentices shall be rotated from the Port to another employer after one-year of service.

ARTICLE 20: FOOTWEAR

The Port shall pay a stipend of \$150 to employees who on June 1 of each contract year have accrued at least six months of service for the purchase or repair of footwear meeting the minimum standard of ASTM F2413-05.

Stephen P. Metruck, Port of Seattle

Bud Allbery, IBEW Local 46

Executive Director

Business Manager and Financial Secretary

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
IBEW LOCAL 46
REPRESENTING MAINTENANCE ELECTRICIANS
AND
THE PORT OF SEATTLE**

SCHEDULED OVERTIME DISTRIBUTION PROCESS

In order to assure that scheduled overtime work assignments are allotted in a fair and equitable manner, consistent on each shift (within each Division), and that the process for assigning overtime is transparent and communicated to crew members, scheduled overtime work of at least four (4) hours or more shall be assigned using the following procedure:

1. Each shift shall post a list of employees on that shift ranked in seniority order listing the most senior at the top. The Employer will offer the overtime assignment beginning with the most senior employee first and will continue down the list to offer overtime to the next person rotating down the list for each overtime opportunity. Foremen are included in the overtime rotation unless they are actively supervising a project.
2. An employee must respond as soon as possible to phone calls or other requests from their manager or supervisor when asked to work overtime when their name comes up in the rotation.
3. An employee who turns down the overtime or requests to be skipped shall not be asked again for overtime work until his/her name is reached in the continuing overtime rotation.
4. When no one accepts the overtime assignment on one shift, the Employer may ask LDE's from the same shift or electricians from other shifts to work the overtime.

This would entail a special overtime offer and not be counted against the electrician on the other shift if they accept.

5. Overtime associated with special project work shall be offered first to employees performing the special project work, then to others in the rotation.
6. Overtime associated with work that requires special skills such as welding, medium voltage switching, or cable splicing may be offered to those who have the special skills. However, they will be skipped once during the next rotation for overtime.
7. If an employee is skipped or denied an opportunity to work overtime on their shift in error or in violation of this procedure, he/she shall be the first person scheduled for the next overtime assignment.
8. Employees on modified duty are not eligible for overtime assignments.
9. LDE's are eligible for the overtime rotation assignments after six months of service and shall be inserted in the seniority rotation list based on their seniority date.
10. The Shift Foreman shall keep and update an overtime spreadsheet showing who has worked the overtime, refused the overtime, or who was not available to work the overtime.
11. The overtime spreadsheet shall be posted on each shift and available for review by employees.
12. Employees who are on scheduled PTO of 5 days or more and/or on sick leave of 5 days or more and who miss the offer of overtime in the rotation, shall be offered the next scheduled overtime shift after their return to work.
13. The overtime rotation shall reset each year on January 1 and offers of overtime shall begin at the top of the seniority list and continue down the list for each overtime opportunity.
14. Disputes regarding the application and results of this procedure shall be referred to the Business Partnership Committee for resolution. The BP Committee can resolve disputes regarding this MOU at more frequent intervals than waiting for their regularly scheduled BP meetings.
15. Refinements and modifications may be made by mutual agreement between the parties during the term of this Agreement.

This MOU shall become effective upon final approval by the Commission through May 31, 2019 Collective Bargaining Agreement and attach to that Agreement.

For the Port:

For the Union:

Stephen P. Metruck, Port of Seattle

Bud Allbery, IBEW Local 46

Executive Director

Business Manager and Financial
Secretary

Date:

Date:
