

Maintenance Agreement

Between

The Port of Seattle

And

The Pacific Northwest Regional Council of

Carpenters

January 1, 2019 – December 31, 2021

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This Agreement is made and entered into by and between the Port of Seattle and the Pacific Northwest Regional Council of Carpenters on January 1, 2019, for the purpose of establishing wages, hours of work, terms and conditions of employment and other items deemed important by the parties, and shall be subject to any Federal or State Law and the terms of the Port's Salary and Benefit Resolutions and, in accordance with existing State Law. Nothing in this agreement shall be construed to permit either the Union or any employee to cause or engage in a strike or stoppage of work, or slowdown or similar activity against the Port of Seattle. Should any provision hereof become unlawful by virtue of any Federal or State Law, or conflict with any resolution of the Port of Seattle, or any rule or regulation promulgated by the Port of Seattle, such provision shall be modified to comply with such law, resolution, rule or regulation.

ARTICLE I UNION RECOGNITION

Since the Pacific Northwest Regional Council of Carpenters is no longer affiliated with the Seattle/ King County Building and Construction Trades Council, and desires to bargain independently from that organization, the Port of Seattle reaffirms its recognition of the Pacific Northwest Regional Council of Carpenters, (hereinafter referred to as the "Union"), as the Collective Bargaining representative of the "unit employees" of the Port of Seattle who are employed in crafts or job classifications which would otherwise be covered by collective bargaining agreements between the Union and other employers performing similar scopes of work in the Puget Sound region, for the following purposes and subject to the following conditions:

The Port recognizes the Union as the sole and exclusive bargaining agent for all employees of the Port performing work historically covered by this agreement or agreements prior to this agreement of which the Port and the Union were parties thereto.

The Port of Seattle has in the past employed unit employees affiliated with the Union and intends to continue to do so if work performed by the Port of Seattle is available for such employees.

All of the Port of Seattle's unit employees shall enjoy the wages and benefits established by the Port's Wage and Benefit Resolution and shall continue to enjoy such wages and benefits on a basis comparable to the wages and benefits paid by other employers of such employees in this area.

ARTICLE II MANAGEMENT RIGHTS

The Port retains all rights except those rights that are limited by the subsequent Articles of this Agreement or applicable law. Nothing anywhere in this agreement shall be construed to impair the right of the Port to conduct all its business in all particulars except as modified by the subsequent articles of this Agreement.

The Port of Seattle retains the right:

- a. to determine any given employee's craft or job classification and whether or not such employee is a unit or non-unit employee;
- b. to direct the work of its employees;

- c. to hire, promote, transfer, assign, and retain employees' positions within a given craft, job classification, or department, to secure its regular or steady employees from the local community, to specify certain employees as steady employees of the Port, and to suspend, demote, discharge, or take other disciplinary action against employees;
- d. to relieve employees of duties because of lack of work or for other legitimate reasons;
- e. to subcontract or assign work to other employers;
- f. to maintain the efficiency of all Port operations;
- g. to determine the methods, means, and personnel by which such operations are to be conducted; and
- h. to take whatever action may be necessary to carry out the work of the Port in situations of emergency.

ARTICLE III PAYROLL DEDUCTIONS

The Port agrees to deduct from the paycheck of each employee covered by this agreement who has so authorized it by signed notice submitted to the Port, the initiation fee, and monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved. If a dues error is identified the error will be addressed as soon as practicable following notice to the Port.

The Union agrees to indemnify and hold the Port harmless against any liability which may arise by reason of any action taken by the Port to comply with the provisions of this Article. The Port will promptly notify the Union in writing of any claim, demand, suit, or other form of liability asserted against it relating to its implementation of this Article.

As per the requirements of RCW 41.56.037, the Port agrees to provide authorized representatives of the Union, up to thirty (30) minutes access to new bargaining unit employees within ninety (90) days from the employee's date of hire. It is agreed, that it shall be up to the Union to contact the respective Department Manager or designee to schedule a mutually agreeable time and location at the worksite for the access to take place. It is further agreed that the Port is only obligated to compensate the new employee for the time spent (up to 30 minutes) during regular working hours during this scheduled access. The Port shall advise the Union of the names and addresses of Port employees covered by this Agreement within seven (7) calendar days following the date of employment.

Upon request of the Union or the Port, the parties agree to midterm bargaining on the subjects covered in this Article.

ARTICLE IV SPECIAL AGREEMENTS

It is agreed that the Port of Seattle and the Union may execute separate special agreements regarding special conditions not covered by this Maintenance Agreement or area Master Labor agreement. Such special agreements may supplement this Maintenance Agreement or the area Master Labor Agreement.

Appendices shall be located at the end of this agreement.

ARTICLE V DEFINITIONS

- A. **Regular Employees:** Regular employees shall mean those employees who have been hired by the Port as Full Time Equivalents (FTE's) in accordance with the Port's required posting and selection procedures.
- B. **Apprentices:** Apprentice employees are those employees who are registered with the State of Washington and are participating in a State approved training program administered by a State approved joint labor-management committee.
- C. **Temporary and Emergency Employees:** Temporary and emergency employees shall mean those employees who have been hired by the Port to meet temporary needs. Such employees are hired without the necessary posting requirements to qualify them for regular employment. The employment period for a temporary or emergency employee shall not exceed one hundred eighty (180) calendar days between employment and termination.
- D. **Emergency:** Civil emergencies such as, but not limited to, earthquakes, floods, extreme weather, or fire will be declared by the CEO of the Port.

ARTICLE VI PROBATIONARY PERIOD

A new employee, excluding temporary or emergency employees, shall be subject to a one hundred and eighty (180) calendar day probationary period commencing with his/her first compensated day of regular employment. The probationary period shall be extended one (1) day for each day that the employee is absent. During this period, such employee shall be considered as being on probation subject to termination at any time at the sole discretion of the Employer. Discharge of an employee during this probationary period shall not be subject to the Grievance Procedure.

ARTICLE VII HIRING NOTIFICATION

- A. **Notification of Vacancies:** The Port will advise the Union at the time of any employment openings. Openings for job vacancies in aviation maintenance will also be posted on the Port of Seattle's website.
- B. **Notification of Employees Hired:** The Port shall advise the Union of the names and social security numbers of Port employees covered by this Agreement within seven (7) calendar days following the date of employment.

ARTICLE VIII TERMS AND CONDITIONS

- A. **Port Rate:** The Port shall pay, on an hourly basis, to all regular journey level employees an hourly rate equal to 88% of the construction rates as defined by the Area Master Labor Agreement between the Union and their construction contractors for the following general classifications only, Carpenter, Pile Driver, & Millwright, and applicable apprenticeship rates. This shall not apply under circumstances defined by paragraphs B. and C. below. Crew Chief/Foreman rates and rates for other classifications shall be adjusted accordingly, keeping their existing relationships to Port journey level rates. Downtown Seattle Zone Pay is not applicable to the maintenance agreement.

The Port rate applies to all maintenance work. It shall also apply to new construction pursuant to RCW 53.08.120 if the work is performed by employees covered under this Maintenance Agreement.

- B. **Compound Crew Chief/General Foreman Pay:** The calculation of Crew Chief/Foreman pay will be fifteen percent (15%) above the Port of Seattle full-time employee (FTE) rate of pay in each classification (Millwright, Carpenter, and Pile Driver). Supervision of members of other crafts, contracted employees or temporary or emergency hires will have no impact on the pay rates for Crew Chiefs/Foremen.

Similarly, General Foreman pay will be calculated at ten percent (10%) above the Port of Seattle full-time employee Crew Chief/Foreman rates.

- C. **Termination Pay:** A regular employee who is terminated because of lack of work, or a cut back in the number of employees, who has worked less than one year will be paid off at the construction wage rate starting at the date of employment, for the time worked less payment received for holidays and vacations.

Such adjusted construction wage rate termination payments shall be limited to employees who are laid off solely to reduction in force.

- D. **Construction Conditions for Emergency Hires:** All emergency employees hired by the Port shall be paid at the construction rate with fringe benefits as provided for in the Area Master Labor Agreement. Unless and/or until such time that the Area Master Labor Agreement provides for paid leave as required by law, Emergency Hires shall be entitled to accrue and utilize paid sick leave as defined and administered in accordance with the minimum requirements of the Washington State Paid Sick Leave Law, RCW 49.46.200, which shall be conspicuously posted and updated as required by law.

- E. **Apprenticeship:** The Port and the Union agree that it is important to have a highly trained work force. To this end the Port agrees to work with the Union on developing policies promoting the employment of apprentices as part of the work force covered by this Agreement.

ARTICLE IX WORK WEEK/WORK DAY

A. A normal workweek shall be defined as:

1. Standard Work Week – Five (5) consecutive days beginning on Monday and ending on Friday. There shall be two (2) consecutive days rest period between standard workweeks.
2. 4-10 Work Week – Four (4) consecutive days beginning on Monday and ending on Thursday or beginning on Tuesday and ending on Friday. There shall be three (3) consecutive days rest period between 4 -10 workweeks (Friday, Saturday and Sunday or Saturday, Sunday and Monday).

B. A standard workday shall be defined as:

1. Eight and one-half (8-1/2) consecutive hours of which a meal period of one-half (1/2) hour would be included on the employee's time, or
2. Ten and one-half (10-1/2) consecutive hours of which a meal period of one-half (1/2) hour would be included on the employee's time.
3. A thirty (30) minute meal period shall be granted in accordance with RCW 49.12, WAC 296-126-092.

C. The workweek may be changed or modified to meet operational requirements as provided in the Area Master Labor Agreement. Any changes will occur only after consultation with the Union.

D. Article VIII A. and B. apply unless otherwise modified as provided in this Agreement.

ARTICLE X OVERTIME

A. Overtime in excess of the regular workday and on regular days off will be at time and one-half (1-1/2) unless a higher rate is required by a Union's building and construction trades agreement or by letter of agreement that has been negotiated and agreed to by the Port.

B. Hours worked prior to an established shift and hours worked after an established shift will be at overtime rate. On a Monday through Friday the first four (4) hours will be at time and half (1 ½). All additional shall be at two (2) times the straight time rate of pay. On a four ten (10) hour shift Monday through Thursday the first two (2) hours will be at time and half (1 ½). All additional shall be at two (2) times the straight time rate of pay.

C. Unless otherwise agreed with the Port, other premium rates will be the same as those set in the Area Master Labor Agreement.

ARTICLE XI SHIFT DIFFERENTIALS

- A. **Day Shift:** Day shift shall be the nearest starting time to 8:00 a.m.
- B. **Swing Shift:** Swing shift shall be the nearest starting time to 4:00 p.m. Actual start times may be between 1:00p.m. and 6:00p.m. Employees working a full eight (8) hour shift shall receive a shift differential of 10% over their regular rate when required to work swing shift. When the Area Master Labor Agreement affords employees eight (8) hours pay for working less than a full eight (8) hour shift, employees shall receive a shift differential of 7.5% over their regular rate when required to work swing shift.
- C. **Graveyard Shift:** Graveyard shift shall be the nearest starting time to 12:00 midnight. Actual start times may be between 10:00p.m. and 1:00 a.m. Employees working a full eight (8) hour shift shall receive a shift differential of 15% over their regular rate when required to work graveyard shift. When the Area Master Labor Agreement affords employees eight (8) hours pay for working less than a full eight (8) hour shift, employees shall receive a shift differential of 10% over their regular rate when required to work graveyard shift.
- D. Unless otherwise agreed with the Port, other premium rates will be the same as those set in the Area Master Labor Agreement.

ARTICLE XII UNION ACCESS

The Port agrees to allow reasonable access to Port facilities excluding the AOA (Airport Operations Area) for business representatives who have been properly authorized by the Union. Such access shall be permitted in a manner as not to interfere with the functions of the department or the Port. This Article shall apply within the constraints of Federal or State regulations and statutes, and the Airport Security Plan.

ARTICLE XIII SHOP STEWARDS

The Union has the right to appoint a maximum of three (3) shop stewards, one per shift plus an alternate. Those shop stewards shall have the right to engage in necessary contract-related matters including advising employees and assisting those facing discipline without loss of pay irrespective of when those events occur. Claims of alleged abuse of this right are matters for the grievance and arbitration procedure set forth in this Agreement

Shop Stewards on behalf of the Union shall have the authority to represent employees in the processing of complaints or grievances. The Port understands that Shop Stewards are agents of the Union, but as agents, their decisions in resolving matters are subject to Union approval.

ARTICLE XIV FRINGE BENEFITS

- A. **Benefit Coverage:** The Port shall continue to provide benefits coverage under the conditions set forth in the Area Master Agreement in the same amount and manner now in effect or hereafter modified during the term of this Agreement which has been historically followed by the Port. Fringe benefit contributions shall not be made on vacation hours paid, on holiday paid hours, or on bereavement paid hours not worked. However, contributions shall be made on holiday hours worked.
- B. **Trust Agreements:** The Port and the Union adopt and shall be bound by the terms and conditions of such trust or trusts as set forth in the current Area Master Agreement. The action heretofore or hereafter performed by the Trustees of such trust or trusts are hereby adopted by the Port and the Union. Fringe benefit contributions shall not be made on vacation hours paid or on holiday paid hours not worked. However, contributions shall be made on holiday hours worked.

Health and Welfare: For the term of the contract, if the employer's premium contribution on benefits increase at any time and such increase exceeds five percent (5.0%) of the employer's premium contribution rate in existence in the previous contract year, the parties agree to reopen the contract on the issue of health benefits only to bargain premium cap limits, premium share, or some other means of controlling future premium increases.

The Union will assist the Port in acquiring information from the medical benefits trust to insure that the Port is in compliance with the Affordable Care Act. At any time during the term of the agreement, if the benefits provided by the Carpenter's Trust of Western Washington become subject to an excise penalty, the parties agree to meet and discuss the impact.

ARTICLE XV 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 any other provisions of this Maintenance Agreement, the Area Master Agreement or to negotiation by the Union.

ARTICLE XVI NON-DISCRIMINATION

The Port of Seattle is an equal opportunity employer. The Port embraces, and in fact relies on having a diverse workforce. Every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee or applicant for employment or against any Union member or applicant for membership because of race, color, creed, national origin, ancestry, sex, pregnancy, gender identity, age (over 40), sexual orientation, religion, military status, disability, marital status, political ideology, whistleblower status, use of workers' compensation, Family Medical Leave Act (FMLA) use, or any other category protected by applicable federal, state, or local law.

ARTICLE XVII HOLIDAYS

Designated Holidays: The following twelve (12) days, or days in lieu thereof, shall be observed and recognized as paid holidays for regular employees as set forth in this Article.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	(Day After Thanksgiving)
Christmas Day	December 25

Three (3) Employee Designed Floaters to be taken any time during calendar year

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.

- A. **Other Holiday Observance Considerations:** Whenever any of the above holiday falls 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.
- B. **Holiday Pay Rate and Qualifications:** Each regular employee shall receive eight (8) or ten (10) hours' holiday pay at his/her hourly (day shift) rate of pay for the holidays designated in A. above, provided:
1. The employee has been employed by the Port as a regular employee for thirty (30) calendar days.
 2. That the regular employee worked the regularly scheduled workday prior to, and the first scheduled workday following the holiday (to the extent permitted by law). Exceptions will be made in cases where absence on the workdays prior to or following were due to:
 - a) An industrial injury sustained in the course of his/her employment.
 - b) A bona fide illness covered by a Doctor's certificate and when the employee has not been off as a result of such injury or illness for a period of more than two (2) weeks preceding such holiday. Employees who are absent due to an industrial

injury on the holiday and who receive Washington State Workers' Compensation for the date of the holiday shall not additionally receive holiday pay.

- c) Port-related court appearances as confirmed by Port counsel,
- d) Jury duty when jury service occurs on the employee's regularly scheduled shift,
- e) Military leave,
- f) Non-Port related court appearances should be reviewed on a case-by-case basis and may or may not be qualifying. However, appearance as a subpoenaed prosecution witness would be qualifying (date subject to confirmation by counsel of record),
- g) When leave without pay is scheduled the day before or the day after the holiday, and provided the leave is approved by management at least forty-eight hours in advance,
- h) Other absences not covered by this article, which occur while the employee is on leave without pay, would be disqualifying.

- C. **Holidays and Vacations:** If a holiday falls within the vacation period of a regular employee, the employee shall be paid as set forth above for such holiday, provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's vacation.
- D. **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; however, the minimum shall be four (4) hours at the overtime rate of pay.
- E. **Holiday Pay for Shift Workers:** Regular employees normally working shift will be paid at the rate of the shift rate to which the employee is assigned.
- F. **Accumulation of Floating Holidays:** Regular employees will be permitted to accumulate "Employee Designated floaters" and may carry from year to year a maximum of forty (40) hours. Any hours in excess of forty (40) not used by the end of a given year will be forfeited.

ARTICLE XVIII PAID TIME OFF

- A. **Rates of Accrual:** Effective upon ratification between the parties paid time off is earned as follows:

From Date of Hire Through 59th Month: Based on the first day of employment, from the first full month to and including the fifty-ninth (59th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .07538 per compensated straight time hour (.07538 x 2080 annual hours = 156.6 hours per year).

From the 60th Month Through 119th Month: From the sixtieth (60th) full month to and including the one hundred nineteenth (119th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .09462 per compensated straight time hour (.09462 x 2080 annual hours = 196.8 hours per year).

From the 120th Month Through 179th Month: From the one hundred twentieth (120th) full month to and including the one hundred seventy ninth (179th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .10423 per compensated straight time hour (.10423 x 2080 annual hours = 216.8 hours per year).

After 180th Month: After completion of fifteen (15) years of continuous employment starting with one hundred eightieth month, regular employees shall accrue paid time off at the rate of .11385 per compensated straight time hour (.11385 X 2080 annual hours = 236.8 hours per year).

- B. **Limits on Accumulating Paid Time Off:** Paid time off accumulation shall be limited to four hundred and eighty (480) hours.
- C. **Paid Time Off for Shift Workers:** Regular employees normally working shift will be paid at the rate of the shift rate to which the employee is assigned, provided the employee works more than fifty percent (50%) of their hours on such shift.
- D. **Scheduling of Paid Time Off:** Paid time off assignments will be made at the Port's discretion, following six (6) months of continuous service. A reasonable method for giving due consideration to the employee's requests will be developed by management for paid time off schedules.
- E. **Layoff:** Employees who are laid off or without work through no fault on the part of the employee will not suffer a break in length of service for paid time off purposes provided they are rehired within six (6) months of the date of the layoff. However, no paid time off will accrue during that period of time.
- F. **Same-Day Call Ins:** Non-protected (e.g. FMLA, WPSL, FCA), same day call-ins shall be limited to five instances per rolling calendar year. Continuous consecutive days subsequent to the call in shall only count as one call in.
- G. **Physician's Release:** If an employee is absent longer than two weeks due to illness, surgery or accident or has experienced hospitalization of any kind, the employee has the responsibility to report the illness, injury or accident to his/her manager at the first opportunity, and he/she may be required to submit a physician's release as fit for duty to the manager prior to returning to work. Physician's releases with restrictions (i.e. – light or limited duty) will be considered on a case-by-case basis, and while not guaranteed, accommodations will be examined.

- H. **Leaves of absence without pay:** Leaves of absence without pay (LWOP) will be approved on a case-by-case basis, based on the needs of the work group. Requests for leave without pay are not guaranteed time away from work place and will not be authorized unless all appropriate paid leave accruals have been exhausted. When the absence is for personal reasons, all paid vacation leave and floaters must have been exhausted first. Authorization of LWOP requests will be considered on a case-by-case basis, with consideration of workload and personal circumstances. LWOP will be limited to forty (40) hours per calendar year, with allowance for special considerations at management's discretion.
- I. **Paid Time Off Accruals for Emergency hires who convert to Regular Employees:** Emergency hires who convert to regular employees shall have their hire dates adjusted by the time employed as an emergency hire during the previous one hundred eighty (180) calendar days for the purpose of determining their appropriate paid time off accrual rate, but shall not earn accruals for the time spent as an emergency hire. The total calendar time period including weekends shall be used to compute the adjusted date of hire for an individual who was originally employed as an emergency hire, but in no case shall the adjusted date of hire as a regular employee be more than one hundred and eighty (180) days.
- J. **Voluntary Cash-Out of Paid Time Off Hours:** Employees may cash-out paid time off (PTO) according to the limits and procedures for the cash out of PTO as applied to non-represented employees. They shall be notified of changes to the limits and procedures affecting PTO cash out.
- K. **Sick Leave:** Eligible full-time employees will accrue Sick leave at the rate of .025 hours accrued for all 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 an absence resulting from an employee or family member's mental or physical illness, injury, or health reason; to accommodate a need for medical diagnosis, procedure, care or treatment; or need for preventative medical care. In addition, Sick leave may be used for:

- A qualifying FMLA or FCA absence;
- For absences that qualify for leave under the Domestic Violence Leave Act;
- When the employee's work location has been closed by order of a public official for any health-related reason;
- When an employee's child's school or place of care has been closed for a health-related reason (not weather related).

Employee's manager may require a physician's or health care provider's statement to justify the use of Sick Leave after the absence exceeding three (3) days.

Family member, for Sick Leave purposes is defined as a spouse or domestic partner and the parents of children of the employee or their spouse or domestic partner; as well as the employee's siblings, grandparents or grandchildren.

For the purposes of the benefits provided under this article, an employee and their domestic partner must complete an Affidavit of Marriage/Domestic Partnership.

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 Sick Leave accrued balance at the employee's hourly rate of pay in effect at termination or retirement.

Reinstatement of unused Sick Leave at Termination will be reinstated upon rehire within 12 months.

Employees shall be entitled to accrue and utilize Sick Leave only in accordance with the minimum requirements (e.g. 40-hour accrual rate limits) of the Washington State Paid Sick Leave Law, RCW 49.46.200, which shall be appended to this agreement and conspicuously posted and updated as required by law.

L. **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 provided to the bargaining unit members as outlined in Port policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advance written notice. In the event a bargaining unit member made application for Paid Parental Leave prior to the written notice of change/modification and said change/modification was to eliminate or shorten Paid Parental Leave, said employee will be allowed Paid Parental Leave in existence at the time of their application.

M. **Paid Family Leave.** The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees, that for the term of this agreement, the Port shall make contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf.

ARTICLE XIX BEREAVEMENT LEAVE

Employees who have been employed for at least thirty (30) days of uninterrupted service and who suffers a death in their immediate family shall be allowed three (3) working days off to attend the funeral and shall be compensated eight (8) or ten (10) hours' pay for each day's absence at the employee's straight-time rate as a result of the employee's absence. In cases where emergency factors of long distances are involved, the employee may request up to two (2) additional paid days leave. 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 spouse or domestic partner or daughter, son, mother, father, sister, brother, grandparents, grandchildren, stepmother, stepfather, stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law of an employee or spouse or domestic partner.

An employee and a domestic partner must complete an Affidavit of Marriage/Domestic Partnership which requires them to declare that they:

(1) Share the same regular and permanent residence.

- (2) Have a close personal relationship.
- (3) Are jointly responsible for basic living expenses.
- (4) Are not married to anyone.
- (5) Are each 18 years of age or older.
- (6) Are not related by blood closer than would bar marriage in the State of Washington.
- (7) Were mentally competent to consent to contract when the domestic partnership began.
- (8) Are each other's sole life partner and are responsible for each other's common welfare

ARTICLE XX LABOR/MANAGEMENT

The parties recognize it is in their best interest to develop and maintain a good on-going working relationship that promotes further development of trust, communication and cooperation. Therefore, the parties agree to establish a Labor/Management Committee for the purpose of developing a cooperative problem-solving forum on issues of common concern. It is understood and agreed that the Labor/Management Committee has no authority to amend or negotiate the Labor Agreement.

AGREEMENT XXI SETTLEMENT OF DISPUTES, DISCHARGE, SUSPENSION

- A. **Strikes and Lockouts:** In recognition of the Port's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages or similar activities to impede the Port's operation.
- B. **Resolution of Disputes:** The parties shall in good faith work jointly toward resolution of disputes. If any dispute cannot be settled at the plant (shop) level, it shall be reduced to writing and referred to a representative of the Union and the Port.

In the event that a dispute arising on the job the following grievance procedure shall be followed to address the dispute:

Step One: In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the dispute shall promptly (not later than fifteen (15) working days), be referred to the authorized representative of the Union and the Employer or their authorized representative. Should they fail to affect a settlement, the matter shall proceed to Step Two. By mutual agreement Step Two may be waived.

Step Two: The dispute shall be referred to a Board of Conciliation within fifteen (15) working days or at the option of either party this Step may be waived, and the matter will proceed to Step Three. This Board shall consist of two (2) persons who have no direct involvement in the dispute, appointed by each party. If these four (4) persons cannot affect a

settlement within seven (7) days after the dispute has been referred to them the matter shall proceed to Step Three.

Step Three: The issue shall be referred to mediation. The parties shall request a mediator from either the Federal Mediation & Conciliation Service (FMCS), or the Public Employment Relations Commission (PERC), or other mutually acceptable services. This person shall serve as the mediator to resolve the dispute. The expense of employing the mediator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs. Should the parties fail to reach agreement, the matter shall proceed to Step Four.

Step Four: The parties shall request a list of seven arbitrators from FMCS, PERC, or other acceptable services and shall alternately strike names until only one name remains. This person shall serve as the arbitrator to resolve the dispute. The expense of employing the arbitrator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs. The decision of the arbitrator shall be final and binding.

Any decision rendered relative to the aforementioned steps shall be within the scope and terms of this Agreement.

By mutual agreement, the aforementioned time frames in this Article may be waived or extended.

- C. **Union Representation:** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Union shall be the exclusive representative of the employee(s) involved.
- D. **Discharge or Suspension for Just Cause:** The Port may discharge or suspend any employee for just and sufficient cause. With the exception of a discharge or suspension for gross misconduct, no regular employee shall be discharged or suspended unless a written notice shall previously have been given to such employee of a complaint against the employee concerning the employee's work or conduct. Discipline to be considered valid shall be issued within thirty (30) working days of the date of violation or knowledge of the violation. Should the employer request an extension of time for further investigation, such thirty (30) work day period shall be extended for purposes of that investigation. In cases of gross misconduct, such as, but not limited to, instances involving theft or physical assault, immediate discharge or suspension may be accomplished without prior warning notice.

Warning notices must be timely. With the exception of a discharge or suspension for gross misconduct or disciplinary investigation in which an extension of time is requested by the employer, any disciplinary action shall be null and void unless issued in writing and given to the employee and sent to the Union within thirty (30) working days of such violation. (If the

employee is unavailable, the warning notice may be sent to his/her last reported home address.)

- E. **Written Warnings:** A copy of a warning notice shall be sent to the Union at the time it is given to the regular employee.
- F. **Protest of Discharge, Suspension, or Written Warnings:** Any regular employee may request an investigation of his/her discharge, suspension, or warning notice; and the Union shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to the Port in writing within fifteen (15) working days after the discharge, suspension, or warning notice; and if not presented within such period, the right of protest shall be waived.
- G. **Notice of Discharge:** The Port shall give to a discharged regular employee a written notice of termination and at the same time send a copy to the Union.

ARTICLE XXII SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, or if any provision of this Agreement becomes impacted because of a change in Port Personnel policy, the remaining provisions and their application shall not be affected thereby.

Provided, however, upon such invalidation or change in Personnel policy the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to.

ARTICLE XXIII SAFETY SHOES

The Port shall pay regular employees a \$150.00 stipend each contract year for the purchase price or repair of ANSI approved footwear (Z41-1999), American National Standard for Personal Protection. The Port shall pay employees who have accrued at least 1,000 hours of work a \$150.00 stipend each contract year for the purchase price or repair of ANSI approved footwear (Z41-1999), American National Standard for Personal Protection.

The stipend shall be paid in the first pay period of each contract year.

ARTICLE XXIV 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 Agreement or to negotiation by the Union.

ARTICLE XXV BI-WEEKLY PAY

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.

If an employee is overpaid the Port shall be entitled to collect the overpayment through the deduction of the employee's subsequent wages as consistent with RCW 49.48.200. Nothing in this article precludes the employee from agreeing to a larger deduction.

ARTICLE XXVI MISCELLANEOUS

Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.


ARTICLE XXVII EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect for a period of three (3) years from January 1, 2019 through December 31, 2021.

PORT OF SEATTLE

**PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS**

Stephen P. Metruck
Executive Director



Jeff Thorson
Contract Administrator

Date: _____

Date: 050719

APPENDIX A WAGE RATES

88% of Current Master Labor Agreement

Rates submitted to the Port annually and published online at www.nwcarpenters.org.

CLASSIFICATIONS	EFFECTIVE		
	6/1/2018	6/1/2019	6/1/2020
Carpenter	\$38.65	\$40.41	\$42.17
Millwright	\$39.97	\$41.73	\$43.49
Piledrivers	\$38.87	\$40.63	\$42.39

Certified Welder +2.5% of the applicable journeymen scale* per hour while performing welds required by the plans or specifications to be certified.

*Bargaining unit employees receive *88% of the total hourly rate of the applicable Master Labor Agreement journeymen scale after the premium has been added.

APPENDIX B RCW 49.46.210

Paid sick leave—Authorized purposes—Limitations—"Family member" defined.

(1) Beginning January 1, 2018, every employer shall provide each of its employees paid sick leave as follows:

(a) An employee shall accrue at least one hour of paid sick leave for every forty hours worked as an employee. An employer may provide paid sick leave in advance of accrual provided that such front-loading meets or exceeds the requirements of this section for accrual, use, and carryover of paid sick leave.

(b) An employee is authorized to use paid sick leave for the following reasons:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

(c) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

(d) An employee is entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment.

(e) Employers are not prevented from providing more generous paid sick leave policies or permitting use of paid sick leave for additional purposes.

(f) An employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.

(g) For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If an employer requires verification, verification must be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

(h) An employer may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

(i) For each hour of paid sick leave used, an employee shall be paid the greater of the minimum hourly wage rate established in this chapter or his or her normal hourly compensation. The employer is responsible for providing regular notification to employees about the amount of paid sick leave available to the employee.

(j) Unused paid sick leave carries over to the following year, except that an employer is not required to allow an employee to carry over paid sick leave in excess of forty hours.

(k) This section does not require an employer to provide financial or other reimbursement for accrued and unused paid sick leave to any employee upon the employee's termination, resignation, retirement, or other separation from employment. When there is a separation from employment and the employee is rehired within twelve months of separation by the same employer, whether at the same or a different business location of the employer, previously accrued unused paid sick leave shall be reinstated and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave under subsection (1)(d) of this section.

(2) For purposes of this section, "family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

(3) An employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee.

(4) An employer may not discriminate or retaliate against an employee for his or her exercise of any rights under this chapter including the use of paid sick leave.

[2017 c 2 § 5 (Initiative Measure No. 1433, approved November 8, 2016).]