

Item No.: 6d Attach 1  
Meeting Date: June 11, 2019

**GENERAL TEAMSTERS LOCAL UNION NO. 174**  
**Affiliated with the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**AND**  
**PORT OF SEATTLE**  
**MUTUAL AGREEMENT**  
**JUNE 1, ~~2015-2018~~ THROUGH MAY 31, ~~2022~~18**

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**GENERAL TEAMSTERS LOCAL UNION NO. 174**  
**Affiliated with the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**and**  
**PORT OF SEATTLE**  
**June 1, ~~2006-2018~~ – May 31, ~~2021~~5**

**TERMS OF AGREEMENT**

THIS AGREEMENT between PORT OF SEATTLE and Local Union No. 174 of the International Brotherhood of Teamsters, shall be effective commencing June 1, ~~2015-2018~~ and shall continue in force and effect through May 31, ~~2021~~8; and also thereafter, on a year-to-year basis, provided however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract which is continued on a year to year basis by giving written "Notice of Opening" not later than sixty (60) days prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of, nor shall it in ~~anywise-anyway~~ be construed as a termination of, this Agreement or any contract which is continued on a year to year basis nor as forestalling a year to year basis as herein provided.

Except by mutual written agreement, termination of this Agreement or any contract which is continued on a year to year basis, must, to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates any agreement that was continued on a year to year basis.

Any "Notice of Opening" or "Notice of Termination" given within sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

The parties understand and agree that the above does not preempt state law, nor does a continuation of this agreement on a year to year basis thereafter provide a contract bar.

**PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to establish wages, benefits, and conditions of employment which shall apply to Port employees who are represented by Teamsters Local ~~No. 174, and No. 174~~ and are employed in classifications referred to in this Agreement. The parties mutually agree that there are special conditions relating to Port employment in consideration of the nature of Port operations and in view of the Port's status as a municipal corporation which differ from private industry. The parties agree that this Agreement represents the current industry conditions.

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**SECTION 1 - RECOGNITION - UNION SECURITY DEDUCTIONS**

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- 1.01 The Employer hereby recognizes, during the term of this Agreement, Local Union No. 174, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.
- ~~1.02 Pursuant to and in conformance with RCW 41.80, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty (30) days following employment or the date of signing of this Agreement, whichever is later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its Business Agent, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Section. Further, any liberalization from the Union's point of view which may be made in the Union Shop provision as defined in the Labor Management Relations Act, either by Congressional Amendment or Judicial Decision shall be adopted by the parties and made a part of this Agreement. "Good Standing" shall be defined as the tendering of uniformly required dues and initiation fees.~~
- 1.023 The Port agrees to deduct from the paycheck of each Union member covered by this Agreement who has so authorized it by a signed notice submitted to the Port, the initiation fee, and regular monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.
- 1.034 **Indemnification** – The Union shall indemnify and hold the Port harmless against any and all claims, demands, law suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Port in reliance upon signed authorization cards furnished to the Port by the Union, or for the purpose of complying with any provision of this Article.
- ~~1.04 As per the requirements of RCW 41.56, the Port agrees to provide authorized representatives of the Union thirty (30) minutes access to new bargaining unit employees within ninety (90) days of notification of the new hire to the Union. It is agreed, that it shall be up to the Union to contact the respective Department Manager 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 (thirty minutes) during regular working hours during this scheduled access.~~

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**SECTION 2 – MANAGEMENT RIGHTS**

Subject only to specific provisions in this Agreement, the management of the facilities, the direction of the work force, and all decision related thereto, shall be the exclusive right of the Employer.

### SECTION 3 - EXTRA AGREEMENTS

The Employer agrees not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

### SECTION 4 - DISCRIMINATION - PICKET LINES

- 4.01 No employee shall be discriminated against for upholding Union principles, and any employee who works under the instructions of the Union, or who serves on a committee shall not lose his/her job or be discriminated against for this reason.
- 4.02 It shall not be a violation of this Agreement or cause for discharge or permanent replacement for any Port employee to refuse to cross a primary legal picket line, lawfully established, approved by the Union party to this agreement, at the premises of another employer, in the performance of his/her duties.

### SECTION 5 - EQUAL EMPLOYMENT

- 5.01 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. The Port and the Union will not engage in, or tolerate, any discrimination in the workplace prohibited by local, state or federal law. Specifically, no employee will be discriminated against 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, Union affiliation, or any other category protected by applicable federal, state, or local law, on the basis of his or her age, race, color, national origin/ancestry, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, marital status, military status, use of workers' compensation, transgender status, political beliefs, Union affiliation, or any other category protected by applicable federal, state or local law ("Protected Status").
- 5.02 The term "employees" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it will apply to the female gender as well. It is the intent of the bargaining parties to be fair and equal to both genders.

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## SECTION 6 - HOURS OF WORK - SHIFT PREMIUM – OVERTIME

- 6.01(a) Five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, inclusive with the same starting and quitting times, during the work week per individual, shall constitute a week's work, time to start when driver arrives at the garage. It is agreed that to provide flexibility, starting time for first shift may commence before 8:00 a.m., but no sooner than 6:00 a.m. **EXCEPTION:** Port Construction Services and Marine Maintenance may, during the course of the work week, change an employee's assigned starting time and quitting time provided the starting times at each operation is different and the employee(s) is required to work at both operations in the workweek. However, the amount shall not to exceed one hour. Drivers may be ~~assigned~~ assigned to a schedule consisting of four (4) consecutive days of ten (10) consecutive hours, not including a thirty (30) minute unpaid lunch, either Monday through Thursday or Tuesday through Friday. Day shift Drivers and/or helper shall not work before 6:00 a.m. except for the Port paying pre-shift overtime. Any work performed before the regular starting time or after the regular quitting time, shall be considered overtime and shall be paid for at the rate of time and one-half. Saturday work shall be guaranteed eight (8) hours' work at the rate of time and one-half. All Sunday work shall be guaranteed eight (8) hours work at the rate of double time. When an employee reports for work, as directed, he/she shall receive a full day's pay.
- (b) Direct site reporting:
1. Drivers will direct report to established jobsites.
  2. Provision of a portable toilet and a heated and lighted job shack with lunchroom shall constitute an established jobsite (Domicile) for the purpose of this agreement. Domiciles will be established for a minimum of three days.
- (c) Any starting time beginning four (4) hours or less, prior to 12:01 a.m. Sunday, shall be paid at the rate of double time (2X) for the full shift.
- 6.02 Each employee shall receive two (2) fifteen (15) minute paid rest periods during each shift, one (1) to be scheduled each half shift. In event of post shift overtime in excess of one hour, each employee shall receive an additional paid rest period of fifteen (15) minutes after the first (1<sup>st</sup>) hour of work.
- 6.03 Nightshift premium for all second shift work performed shall be one dollar (\$1.00) per hour. It is agreed that to provide flexibility, starting time for second shift may commence before 6:00 p.m. but no sooner than 2:00 p.m.
- Third shift premium of one dollar fifty cents (\$1.50) per hour shall be paid for all third shift work. . It is agreed that to provide flexibility, starting time for third shift may commence before 11:00 p.m. but no sooner than 7:30 p.m.

In computing overtime, for less than fifteen (15) minutes, fifteen (15) minutes shall be allowed; for over fifteen (15) minutes and less than one-half (1/2) hour, one-half (1/2) hour shall be allowed; for over one-half (1/2) hour and less than forty-five (45) minutes, forty-five (45) minutes shall be allowed; for over forty-five (45) minutes and less than one (1) hour, one (1) hour shall be allowed.

- 6.04 Regular seniority employees shall have the semi-annual right, by seniority, to bid, if qualified, shift choice. Semi-annual bidding shall be for January and June. If a regular seniority employee bids for and is assigned to a shift, the employee shall remain assigned to that shift for a six (6) month period as long as work is available on that shift. If such work is unavailable, the employee shall return to his/her former shift. If such work again becomes available on the shift that was bid, the employee shall return to that shift and remain on it until the end of the six (6) month period.
- 6.05 When an employee is called back to work after completion of the normal shift, such employee shall receive a minimum of four (4) hours pay at the time and one-half (1-1/2) rate.

#### SECTION 7 - SENIORITY

- 7.01 The probationary period shall be one hundred twenty (120) work days of employment and shall be completed within a twelve month period from the date of hire. Probation prevails prior thereto. Prior to seniority and consistent with the Equal Employment Section, employees may be laid off with or without cause. The employee's seniority date shall revert back to the first day worked.

~~7.02 Current employees who have achieved seniority, prior to January 1, 2006, shall not be required to re-qualify.~~

- ~~7.03~~02 A copy of the current Seniority List shall be posted and also furnished the Union upon request. Seniority shall prevail in all layoffs and rehires.

- ~~7.03~~4 Regular seniority employees on layoff for thirty (30) days or less, to be eligible to be called for work, must remain available and must provide a phone number where they may be contacted. Employees on temporary layoff must call in before 3:00 p.m. every Friday and advise concerning availability for the following week. The employee shall be responsible for calling in between 2:30 – 3:00 p.m. the working day prior for all days made available on Friday. The Employer may assume unavailability if employee fails to call as herein provided.

- ~~7.04~~5 If unavailable by phone, a regular seniority employee, laid off for thirty one (31) days or longer shall be given written notice of recall when work is available by certified mail addressed to his/her last known address on file with the employer with a copy to the local union. The Employer may also call such employee to notify the employee of recall. Such employee must report to work within three (3) work days after the date of recall; acknowledged and witnessed by a Bargaining Unit member when the phone call is received, or receipt of the certified letter. It shall be incumbent on this employee to notify the Department Manager in writing, return receipt requested of change of address and phone number.

- 7.05~~6~~ Employees elected or appointed to perform full-time Union duties shall retain, and continue to accumulate, seniority for the period of time necessary to fulfill such full-time duties. Employees must return to work within 90 days after leaving Union assignment or lose their seniority.
- 7.06~~7~~ Seniority shall be broken only by justifiable discharge, voluntary quit, failure to return to work after recall under 6.05 or more than thirty-six (36) months' layoff. In the event of a lay-off, the last employee hired shall be the first laid off and the last employee laid off shall be the first recalled.
- 7.07~~8~~ Notwithstanding section two (2) in the PCS addendum, pre-or post-shift overtime that is not an extension of the normal workday will be assigned by seniority. Overtime on weekends and holidays will be made available to the entire bargaining unit according to seniority. Extra employees (emergency hires) shall not be employed to deprive regular seniority employees of Saturday/Sunday overtime. Extra employees shall not be utilized to avoid full time employment opportunities, except that seasonal type work shall not apply. Employees with emergency hire status shall be placed on the seniority list only in compliance with Section 6.01.

**SECTION 8 - TIME SHEETS AND CLOCKS**

A daily time record shall be maintained by the Employer at its place of business.

**SECTION 9 - INSPECTIONS - BULLETIN BOARD**

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- 9.01 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to: provided, however, that there is no interruption of the Employer's working schedule.
- 9.02 The Union shall have the right, when it deems there is a violation of this Agreement, to check the Local No. 174 bargaining unit payroll records in regard to wages, pension, health and welfare, or any other cost or fringe items, including overtime pay.
- 9.03 The Employer agrees to provide a locking glassed in bulletin board for the Union to use for official postings. Communications on such boards are to be confined to business of the Union.

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**SECTION 10 - UNIT WORK PRESERVATION**

- 10.01 Work within the historical jurisdiction of Local No. 174's Port bargaining unit, if performed by Port employees, shall be done by members of said bargaining unit.
- 10.02 The Employer must not make unilateral changes in wages, hours, or other terms and conditions of employment of unit employees, without prior good-faith consultation and bargaining with the Union, concerning the effects of such changes.

### **SECTION 11 - TRANSFER OF RIGHTS**

In the event that an Employer absorbs, purchases, or merges with another Employer, all wages and vacation privileges shall continue and all other benefits under this Agreement shall prevail.

### **SECTION 12 - EQUIPMENT – OVERLOADING**

- 12.01 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement, where employees refuse to operate such equipment, unless such refusal is unjustified. Any employee involved in any accident shall immediately report said accident and any physical injury sustained.
- 12.02 Adequate heaters and adequate defrosters and large mirrors will be installed in the cabs and on the cabs of all trucks and tractors. The Employer agrees to make a reasonable and practical effort to provide such equipment in all units now in service and keep them in good working order. Trucks and Tractors purchased after January 1, 2006, shall be equipped with air conditioning.
- 12.03 In the event a driver loses his driver's license solely for the reason of overloading, the Employer shall be responsible for all fines and all wages and benefits lost because of the overload.

### **SECTION 13 - MOONLIGHTING**

The Employer shall not employ, under this Agreement, any person who is regularly employed full-time elsewhere; provided, however, this provision shall not apply to persons hired prior to January 1, 2001.

### **SECTION 14 - JURY DUTY**

- 14.01 When an employee covered by this Agreement is called upon for jury service in any municipal, county, state, or federal court, he shall advise the Employer upon receipt of such call, and if taken from his/her work for such service, shall be reimbursed, as provided herein, for any loss of wages while actually performing such service; provided he/she exhibits to the Employer his/her properly endorsed check and permits the Employer to copy the check or voucher he/she received for such service. It is further agreed for the purpose of this subsection that employees on 2<sup>nd</sup> and 3<sup>rd</sup> shift will be treated as though on 1<sup>st</sup> shift.
- 14.02 The amount the employee shall be reimbursed shall be determined by subtracting the amount he/she received for such service from the amount he/she would have earned at his/her regular straight hourly rate during the regular working hours he/she missed while performing such service.

**SECTION 15 - FUNERAL LEAVE**

If any employee covered by this Agreement suffers a death in the immediate family, such employee shall be allowed three (3) days off with pay, regardless of what day the death may occur, by payment of twenty-four (24) hours' pay at the straight-time hourly rate. Immediate family shall be defined as a wife, husband, domestic partner as defined in the Port's HR-5, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, and grandparents. Also included are grandchildren and stepchildren, provided that they reside with the employee. Funeral leave eligibility relating to the death of a mother-in-law or father-in-law is based upon the requirement that the employee attends the funeral. Five (5) days paid leave will be granted if the funeral is outside Washington State. Employees must attend the funeral to be eligible.

**SECTION 16 - ~~SICK LEAVE PAID SICK LEAVE~~ --AGREED TO CALCULATE IN TO WAGES**

16.01 Beginning the first of the month after the execution of this Agreement, regular seniority employees shall begin accruing paid Sick Leave at the rate of .03846 hours per straight time hour paid, not to exceed 80 hours per year. Sick Leave must only be used for scheduled work days.

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16.02 Unused Sick Leave shall accumulate in a bank of no more than four hundred eighty (480) hours. However, additional sick leave may be accrued and utilized subject to the minimum requirements of the Washington Paid Sick Leave Law.

Unused, accrued, Sick Leave identified to meet the minimum requirements of the Washington Paid Sick Leave Law, will be reinstated upon rehire within twelve (12) months.

Upon termination or retirement, employees with at least five (5) years of continuous service may cash out their Sick Leave bank (within 480-hour limit) at 50% of the then current rate of pay.

16.03 Sick Leave pay shall be payable at the rate of one (1) day's (eight (8) hours) pay per day at the straight-time rate from the first (1<sup>st</sup>) day of bona fide absences caused by illness or accident.

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The daily total of Sick Leave pay under this Section, and any disability payments that may be provided and permissible by the Health and Welfare Plan under Section 20, shall not exceed the daily contract rate under Section 19. Sick Leave is not to be paid for holidays.

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16.04 An employee may use Sick Leave during approved workers' compensation time-loss periods to supplement time-loss payments. Sick Leave supplements can be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate when possible.

16.05 Emergency Hires shall be entitled to accrue and utilize paid sick leave in accordance with the minimum requirements of the Washington Paid Sick Leave Law.

16.06 Washington Paid Sick Leave. The Port will identify the portion of paid Sick Leave that is available for use according to the minimum requirements of the Washington Paid Sick Leave Law (Attachment A) on each employee's paystub as "protected." **This is not an additional bank of paid Sick Leave.**

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As of January 1, 2018, employees are entitled to accrue one (1) hour for every forty (40) hours worked to be identified for use for authorized purposes as defined below. Employees shall be entitled to carry-over no more than forty (40) hours of the identified portion of paid Sick Leave into the following year.

The Washington State Paid Sick Leave “protected” portion of an employee’s paid 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 an employee’s work location 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 a health-related reason (not weather related).

16.07 Employee’s Manager may require a physician or health care provider’s statement to justify use of Sick Leave after an absence exceeding three (3) days. A physician’s release is 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 longer than two weeks due to illness, surgery, or an accident.

16.08 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.

An employee and their domestic partner must complete an Affidavit of Marriage/Domestic Partnership.

### **SECTION 17 – HOLIDAYS ~~AGREED TO CALCULATE INTO WAGES~~**

17.01 Beginning the first of the month after the execution of this agreement, ~~t~~the following days shall be recognized as ~~un~~paid holidays for all regular seniority employees:

- New Year's Day
- Martin Luther King’s Birthday (3rd Monday in January)
- President's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day (1st Monday in September)
- Thanksgiving Day
- ~~Day after Thanksgiving~~Native American Heritage Day (day after Thanksgiving)

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- Christmas Day
- ~~Port designated Floating Holiday~~
- ~~Three (3) eEmployee-designated Floating Holidays-Scheduled by mutual agreement~~

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17.02 Regular and extra employees who work on a recognized holiday shall be paid time and one-half (1-1/2). No employee shall be called to work on a recognized holiday for less than a full day.

17.03 When a recognized holiday falls on Sunday, the Monday following shall be considered the holiday, or if it falls on a Saturday, the previous Friday shall be considered the holiday.

17.04 Beginning the first of the month, after the execution of this agreement, all regular seniority employees shall be paid eight (8) hours straight-time pay for all such holidays not worked, regardless of which day in the week the holiday should fall upon.

17.05 To be eligible for benefits under this section, employees must have worked the scheduled day directly preceding the holiday, and the scheduled day directly after the holiday. Exceptions shall be made for those employees on leave for authorized purposes as defined by the Washington Paid Sick Leave Law.

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## SECTION 18 – VACATIONS - ~~AGREED TO CALCULATE INTO WAGES~~

18.01 Beginning the first of the month after the execution of this agreement, aAll regular seniority employees who have been employed for a period of one year or more shall be allowed to take ~~have unpaid~~ vacations, as follows:

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- One week after one year
- Two weeks after two years
- Three weeks after five years
- Four weeks after nine years

18.02 Beginning the first of the month after the execution of this agreement, ~~Unpaid~~ vacation accruals shall be earned as follows:

(a) 40 Hours Vacation: Based on the first day of employment, from the first full month to and including the twelfth full month of continuous employment, regular employees shall accrue ~~unpaid~~ vacation leave at the rate of .0192 hours per straight-time hour compensated (.0192 x 2080 annual hours = 40 vacation hours per year).

80 Hours Vacation: From the twenty fourth full month to and including the forty-eighth full month of continuous employment, regular employees shall accrue ~~unpaid~~ vacation leave at the rate of .0385 hours per straight-time hour compensated (.0385 x 2080 annual hours = 80 vacation hours).

(b) 120 Hours Vacation: From the sixty ~~first full~~first-full month to and including the ninety sixth full month of continuous employment, regular employees shall accrue ~~unpaid~~ vacation leave at the rate of .0577 hours per straight-time hour compensated (.0577 x 2080 annual hours = 120 vacation hours)

(c) 160 Hours Vacation: From the ninety seventh full month to and including the one hundred eightieth full month of continuous employment, regular employees shall accrue ~~unpaid~~ vacation leave at the rate of .0770 hours per straight-time hour compensated (.0770 x 2080 annual hours = 160 vacation hours).

18.03 ~~Unpaid~~ Vacations shall be scheduled in accordance with seniority with the understanding that in the case of employees entitled to three (3), or four (4), ~~or five (5) weeks' unpaid vacation~~weeks' vacation, not less than two (2) weeks shall be scheduled consecutively in accordance with seniority, and the remaining earned ~~unpaid~~ vacation time by mutual agreement between Employer and employee.

18.04 Vacation lists shall be posted.

~~18.05~~ Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program as outlined in HR-5. The Port may change or modify its Shared Leave Program. It is further agreed that content of the program itself, program administration, and any determinations made under the program shall not be subject to any other provisions of this Labor Agreement or to negotiation by the Union.

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~~18.05~~ ~~After the first (1st) year of continuous employment, a total lapse of service of two hundred (200) hours or less per anniversary year because of bona fide illness or layoff shall not disqualify a regular seniority employee for full unpaid vacation benefits. Where such lapse of service exceeds two hundred (200) hours per anniversary year, unpaid vacation for that year shall be prorated, based upon actual weeks of service, provided that this shall not change the employee's last anniversary date of employment. Compensable time shall be considered time worked (i.e., vacations, holidays, overtime, etc.) and shall not be used in computing lapse of service.~~

## SECTION 19 - CLASSIFICATIONS - RATES OF PAY

19.01 Additional classifications that apply to PCS are noted in the PCS addendum.

(a) WAGE SCALE

Effective on the first of the month following the execution of this agreement,  
Wage rates shall be the following:

<u>Truck Driver</u>	<u>\$33.87</u>
<u>Dump Truck</u>	
<u>Hostler</u>	

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~~Effective on the first of the month, twelve (12) months following the execution of this agreement, Wage rates shall be the following:~~

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<del>Truck Driver</del>	<del>\$35.02</del>
<del>Dump Truck</del>	
<del>Hostler</del>	

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~~Effective on the first of the month, twenty-four (24) months following the execution of this agreement, Wage rates shall be the following:~~

<del>Truck Driver</del>	<del>\$36.32</del>
<del>Dump Truck</del>	
<del>Hostler</del>	

~~Crew Chief Differential shall be eight and one half (8 ½) percent above the regular driver hourly rate of pay.~~

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~~Effective June 1, 2015~~

<del>Truck Driver</del>	<del>80% of combined AGC</del>
<del>Dump Truck</del>	<del>Wage &amp; Pension increase</del>
<del>Hostler</del>	

~~Effective June 1, 2016~~

<del>Truck Driver</del>	<del>80% of combined AGC</del>
<del>Dump Truck</del>	<del>Wage &amp; Pension increase</del>
<del>Hostler</del>	

~~Effective June 1, 2017~~

<del>Truck Driver</del>	<del>80% of combined AGC</del>
<del>Dump Truck</del>	<del>Wage &amp; Pension increase</del>
<del>Hostler</del>	

~~(b) The Port shall have the ability to recover up to 20% of the combined AGC hourly wage and pension rate, to maximum of \$1.82.~~

~~If the AGC has no combined wage and pension increases, employees shall not be subject the 20% decrease.~~

~~Based on the above, if the Port is unable to recover the entire \$1.82 the remaining amount shall be recovered in the successor Labor Agreement.~~

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(e) ~~(b)~~ The seven (7) most senior employees shall be guaranteed a full week's work, subject to the following: When a full week guarantee position is vacated by justifiable discharge, death or a voluntary quit including retirement, the position will be filled as a full week guarantee position by the next most senior employee if a non-guaranteed, seniority employee has worked at least 1385 hours (66.6% of a FTE) during the prior 12 months.

EXCEPTION, for the period beginning June 1, 201~~8~~<sup>5</sup> through May 31~~st, 2022~~<sup>st, 2022+8</sup>, the above seven (7) shall be reduced to Four (4). Beyond May 31~~st, 2022~~<sup>st, 2022+8</sup>, the contractual seven (7) positions will apply for the sole purpose of negotiations. However, it is agreed to by the Union and the Port that four (4) positions shall be the status quo. The parties agree that increasing the positions from four (4) to seven (7) is not arbitrable during the contract opening period through conclusion of the negotiation process). Regular employees hired after the signing of this agreement who are laid off shall have the right of first (1st) call by seniority for any available extra work.

19.02 When a driver makes a trip which necessitates his/her being away from home overnight, he/she shall be compensated for ~~reasonable~~ expenses in accordance with the Port's Accounting and Financial Reporting Policy, AC-2., subject to paid receipts including meals and lodging.

**SECTION 20 - HEALTH AND WELFARE, DENTAL, VISION, RETIREES' HEALTH AND WELFARE AND LEGAL SERVICES TRUST FUND**

20.01 EFFECTIVE June ~~1, 2011, 2019~~<sup>5</sup>, the employer shall pay into the Washington Teamsters Welfare and the Western Conference of Teamsters Legal Services Trust for every Employee covered by this agreement who was compensated for sixty (60) hours in the previous month, the following:

(a) Health & Welfare – the sum ~~of \$1,433.00~~<sup>of \$1,433.00~~307.90~~</sup> (including Domestic Partner Coverage) for benefits under the plan A with the following options:

With an additional \$15,000 Life & AD&D & \$1,500 Dependent Life at \$4.40 per month

With an additional \$ 400.00 weekly time loss at \$1~~86~~<sup>86</sup>.00 per month.

With an additional 9 month medical waiver at \$11.40 per month.

Total per month \_\_\_\_\_  
\$1,~~466.80~~<sup>466.80</sup>~~339.70~~

Effective on the first of the month after the execution of this agreement, each employee eligible for benefits in any month under this section shall contribute thirty dollars (\$30.00) to the cost of the Health & Welfare monthly premium.

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Effective on the first of the month, twelve (12) months after the execution of this agreement, each employee eligible for benefits in any month under this section shall contribute fifty dollars (\$50.00) to the cost of the Health & Welfare monthly premium.

Effective on the first of the month, twenty-four (24) months after the execution of this agreement, each employee eligible for benefits in any month under this section shall contribute seventy-five dollars (\$70.00) to the cost of the Health & Welfare monthly premium.

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- (bB) Retiree's Health & Welfare – The following amounts per month for benefits under Plan RWT – Plus.

Effective ~~January-June~~ January 1, 20195 \$94.85  
Effective ~~June~~ January 1, 202016 \$TBD  
Effective ~~June~~ January 1, 202117 \$TBD  
~~Effective January 1, 2018~~ \$TBD

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- (cE) Dental – the sum of \$132.70 (including Domestic Partner Coverage) per month for benefits under “PLAN A.”

- (dD) Vision – the sum of \$~~175.34~~0 (including Domestic Partner Coverage) per month for benefits under the “EXTENDED PLAN.”

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- (eE) Legal Services – the sum of \$ ~~25.95~~17.30 per month for benefits under the “WESTERN CONFERENCE OF TEAMSTERS LEGAL SERVICES PLAN.”

The Employer shall maintain the current level of all benefits listed above during the term of this agreement.

- 20.02 Payments required under any of the foregoing provisions shall be made on or before the tenth (10<sup>th</sup>) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this section shall be posted on the bulletin board.
- 20.03 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by Employees or dependents during such delinquency. If delinquent, the Employer may be notified by the Union and, thereafter, shall have five (5) days to pay the amount due. If payment is not made by the end of five (5) days, the Union may, without liability therefore; implement any economic persuasion deemed expedient and such shall not be a violation of this agreement.
- 20.04 The Health & Welfare, Retiree's Health & Welfare and Legal Services Trust agreements are by reference, incorporated herein and deemed a part thereof as though fully set forth. The Employer agrees to abide by terms of any successor Trusts.

- 20.05 Employer agrees to execute necessary Trust forms and maintain above benefits and new benefits, consistent with uniform Trust directives.
- 20.06 At any time during the term of this agreement, if the benefits provided by Washington Teamsters Welfare Trust and the Western Conference of Teamsters Legal Services Trust become subject to an excise penalty, the parties agree to meet and discuss the impact.

**SECTION 21 – PENSION**

21.01 EFFECTIVE JUNE 1, 20~~18~~<sup>09</sup>, based on May hours, the Employer shall pay the amounts listed below per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for every hour for which compensation was paid. Allocated as follows:

Effective Date	Basic Contribution	Peer 80	Total Contribution
<del>June 1, 2015</del> TBD	\$ <del>8.63</del> <sup>10.03</sup>	\$ 1. <del>42</del> <sup>65</sup>	\$ <del>10.05</del> <sup>1.68</sup>

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- (a) ~~Eight dollars sixty three~~Ten dollars and three cents (\$ ~~8.63~~<sup>10.03</sup>) per hour to the basic plan of benefits.
- (b) One dollar ~~forty two~~and ~~sixty five~~ cents (\$ 1.~~42~~<sup>65</sup>) per hour to the Program for Enhanced Early Retirement (PEER 80.)

It is understood that the PEER (80) contribution will not be taken into consideration for benefit accrual purposes under the Pension Plan. Also, the PEER (80) rate must always be sixteen and one-half percent (16.5%) of the basic rate (rounded to the nearest cent) and may not be decreased or discontinued (unless directed by the Pension Trustees.)

- 21.02 EFFECTIVE UPON RATIFICATION, the bargaining unit shall have the ability to divert wages to pension. All pension payments shall be made in accordance with Western Conference of Teamsters Pension Trust rules.
- 21.03 EFFECTIVE JUNE 1<sup>st</sup> of each contract year, the bargaining unit shall have the ability to divert wages to pension. The union shall provide the Port a minimum sixty (60) days advance written notice of such diversion. All pension payments shall be made in accordance with Western Conference of Teamsters Pension Trust rules.

**SECTION 22 - DISCHARGE AND SUSPENSION**

22.01 Warnings, suspensions, or discharges not in accordance with the provisions of this Article are null and void.

22.02 No regular seniority employee(s) shall be warned or suffer suspension or discharge except for just cause and in strict accordance with the provisions of this Article and such must be in writing and dated.

22.03 As a condition precedent to any suspensions or discharges, the Employer must have given the employee a written warning notice wherein facts forming the grounds of Employer dissatisfaction are clearly set forth. The facts therein set forth must be of the same type as those upon which the suspension or discharge is founded. Warnings, suspensions, or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.

22.04 Copies of all warning notices, suspensions, or discharges shall immediately be forwarded to the Union.

22.05 ~~Warning notices, Warning notices must be issued within ten (10) working days (e.g. Monday – Friday, excluding holidays) of the date the Port knew or reasonably should have known of any given incident.~~

~~S~~suspensions and discharges, except as hereinafter provided, must be issued within ten (10) working days (e.g. Monday – Friday, excluding holidays) of ~~the –the Loudermill Hearing, which, shall take place within ten (10) days (e.g. Monday – Friday, excluding holidays) of the~~ date the Port knew or reasonably should have known of any given incident. Warning notices, suspensions and discharges not issued within the ~~ten (10) working day~~ limitations as defined ~~above~~, are null and void. The day of receipt shall be excluded in the ~~ten (10) working day~~ limitations as defined ~~above (e.g. Monday – Friday, excluding holidays)~~ time limitation. ~~Prior to a timely suspension or discharge being issued, a Loudermill hearing must be scheduled.~~ Warning notices shall be null and void and incompetent evidence under the provisions of this Agreement after nine (9) months. ~~Upon mutual agreement the Parties may extend the time guidelines in 22.05.~~

22.06 EXCEPTION: Warning notices are not necessary if the grounds are for:

- ~~1. Dishonesty~~
2. Harassment and/or discrimination based upon a protected status referenced in Section 5.
- ~~3. Recklessness,--Defined in Black's Law Dictionary.~~
4. Carrying unauthorized passengers while operating Employer's vehicles.
5. Possession, sale or use of dangerous drugs or narcotics or drinking related to employment.
6. Fighting or striking another person.
7. Insubordination.
8. Theft (stealing time, materials, money, or equipment)
- ~~9. or other a~~ Actions involving willful misconduct.

~~In no event shall a notice of intent to d~~Discharges or suspensions under these exceptions ~~must~~ be executed ~~more than ten (10) working days within five (5) days of the following the Employer's knowledge of the~~ occurrence of the incident forming the grounds.

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~~However, if the Employer's knowledge of the incident is not immediate, a discharge or suspension founded thereon must be executed within five (5) days of the time the Employer acquired knowledge of same, but in no event shall a suspension or discharge be executed~~ more than sixty (60) days following the incident, except for dishonesty for which there is no time limitation, and for instances of harassment or discrimination actionable under RCW 49.60 which occur after the ratification and signing of this agreement, for which a nine (9) month limitation applies. ~~Circumscription of dishonesty is: stealing time, materials, money, or equipment.~~

- 22.07 Discharges or suspensions under the foregoing exceptions must not be founded on evidence secured directly or indirectly through entrapment. Further, except for surveillances by on-duty officers of the law, discharges or suspensions, under these exceptions, based on reckless driving must not be founded upon evidence secured directly or indirectly through surveillance.
- 22.08 Any employee(s) has the right to request an investigation, by the Union, of any warning notice, suspension, or discharge provided such request is made within ten (10) working days (e.g. Monday – Friday, excluding holidays) of receipt of same; otherwise the right to request an investigation is waived. The day of receipt of a warning notice, suspension, or discharge shall be excluded in figuring time. If the tenth (10th) day falls on a Saturday, Sunday, or holiday, the next following normal day of work shall be considered the tenth (10th) and last day.
- 22.09 Grievances arising as a result of any such investigation shall be settled in accordance with the provisions of the Settlement of Disputes Article.

### **SECTION 23 - SETTLEMENT OF DISPUTES**

- 23.01 The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and Employer agree to act promptly and fairly in all grievances.
- 23.02 The existing wage structures are not to be subjected to the provisions of this Article for determination or alteration.
- 23.03 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 Boards and Arbitrators, the Union shall be the exclusive representative of the employee(s) covered.
- 23.04 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke grievance procedures or to complain against the Union for failing or refusing to do so unless the Union is guilty of arbitrary or wrongful conduct and/or bad faith in its responsibilities of fair representation.
- 23.05 The processing, disposition, and/or settlement by and between the Union and the Employer of any grievance or other matter shall, except as in the preceding paragraph provided, be absolute and final and binding on the Union and its members, the employee(s) involved and the Employer. Likewise, as to hearings and the final decisions of a Board or Arbitrator.

23.06 A Board or Arbitrator shall have no power to add to or subtract from or to disregard, modify, or otherwise alter any terms of this or any other agreement(s) between the Union and Employer or to negotiate new agreements. Board and/or Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any. Board and Arbitrator decisions shall be subject to provisions of applicable existing laws, including Court and PERC decisions, and executive or administrative orders and/or regulations. Executive or administrative policies shall also prevail unless in conflict with this Agreement.

23.07 Failure to abide the final decision of a Board or Arbitrator shall be a violation of this Agreement. The Union or Employer may, if deemed expedient, seek Court enforcement of any final decisions of a Board or Arbitrator.

23.08 **STEP ONE:** Should a matter coming to the knowledge of the Union or Employer, give rise to a grievance, such shall be submitted to the Union, by the Employer, or to the Employer, by the Union. The submissions must be in writing. The written document shall describe the incident involved, the provision of the Agreement alleged to be violated, and the remedy requested. ~~Thereafter, the Union and Employer shall diligently seek to reach a fair informal settlement within three (3) working days.~~ Grievances arising under the Discharge and Suspension Article must be submitted to the Employer within ten (10) working days of the notice of warning, suspension or discharge, otherwise same are barred. Grievances arising under all other Articles must be submitted within ~~forty five~~forty-five (45) calendar days of when the employee knew or should have known of the incident giving rise to the grievance. Within ten (10) working days of receipt of the grievance, the non-grieving party shall furnish a written response to the grievance. During that time, the Union and the Employer shall diligently seek to reach a fair informal settlement. If a grievance is not appealed to the next step within the specified time limit, it shall be considered withdrawn without prejudice.

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23.09 **STEP TWO:** If an informal settlement is not reached, pursuant to the ten (10) working days provision of Step One above, the matter shall thereafter be submitted in writing to the Union by the Employer or to the Employer by the Union with a request for a Board of Adjustment hearing. Within ~~five (5)~~ten (10) working days of this submission and request, the Board shall be created and the hearing shall be held within thirty (30) calendar days. Such shall consist of two appointees by the Union and two by the Employer or Employer Association, if any. The Board shall have, except as herein otherwise provided, jurisdiction for the duration of the grievance.

A. Compensation, costs, fees, or other remuneration, if any, for Board members must be derived solely from the appointing party. Board members, by acceptance of their appointments, agree to the provisions of this Article.

~~23.10~~ **STEP THREE:** ~~B. The Board must hold a hearing within ten (10) days of its creation.~~ The hearing shall not be public. The Union and the Employer may be represented as desired and each may have a reporter, if desired.

23.10~~4~~ The Union and Employer shall each have the privilege of making an opening statement, such may be oral or typewritten and may be made by Board members.

The Union and Employer must be accorded fair and reasonable opportunity to be heard, present evidence, both documentary, including affidavits, and oral by Board members or others and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when requested by a Board member and when practicable, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination, or reprisal. The Board may, from time to time, by majority vote, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate.

23.11~~2~~ If the Board is able to reach a majority decision, it shall within ~~fourteen (14)~~ten (10) working days of termination of the hearing(s) render a final ~~typewritten~~ decision. Such shall be dated and subscribed by all concurring Board members and a notation made of the dissenter, if any. The decision shall contain orderly and concise Findings of Fact. Copies, in duplicate, of all final decisions shall be forthwith forwarded to the Union and Employer and the original shall be delivered to the Union for filing and preservation.

23.12~~3~~ In the event of death or other disqualification or unavailability of a member of the Board of Adjustment, a replacement may be made consistent with initial appointment provisions.

23.13~~4~~ **STEP FOURTHREE:** If within ~~two (2)~~ten (10) working days of termination of the hearing(s), provided in Step ~~Three~~Two, the Board has failed to agree on disposition, the matter shall be submitted to Arbitration. The Employer and Union may not take economic action commensurable with arbitration. ~~The Board may, by majority vote, select an Arbitrator. If the parties are unable to agree on the selection of an arbitrator within ten (10) days, the parties shall immediately request the Federal Mediation and Conciliation Service submit a panel of eleven (11) arbitrators. The parties shall flip a coin to determine who strikes the first name, the other party shall then strike a second name, and the parties shall continue to strike alternately until one (1) name remains. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection requesting that he set a time and place, subject to the availability of the Employer and Union representatives. The Employer and Union may not take economic action commensurable with arbitration. If the Board fails to agree upon an Arbitrator, a list, for such purpose, of five names shall be secured from the Federal Mediation and Conciliation Service and there from each Board member shall strike one name; the remaining name shall be the Arbitrator.~~

23.14~~5~~ **STEP FIVEFOUR:** Within ten (10) working days of his/her selection, unless otherwise agreed, the Arbitrator shall hold a hearing. The hearing shall not be public. The Arbitrator shall afford the Union and the Employer liberal rights to present evidence, exhibitory, documentary (including affidavits) and by witnesses, and to examine and cross-examine witnesses. The Union and Employer may be represented as individually desired and each may have a reporter with or without a recorder. Upon the Arbitrator's or Union's request or Employer's desire, and when practicable, the Employer shall make employees available as witnesses. All employee witnesses shall be free of restraint, interference, coercion, discrimination, or reprisal and, in wages, shall be

kept whole. The Arbitrator's jurisdiction shall endure to final decision, except as herein otherwise provided.

23.1~~6~~<sup>6</sup> **STEP SIXFIVE:** At the conclusion of the hearing(s), an oral decision may be rendered. Within ~~fourteen (14)~~ ten (10) working days of the termination of the hearing(s) the Arbitrator shall render his/her final typewritten decision which shall be dated and which shall include orderly and concise Findings of Fact. Copies of the final decision shall, in duplicate, be furnished the Union and Employer and the original shall be delivered to the Union for filing and preservation.

The Arbitrator shall have power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and Employer.

23.1~~6~~<sup>7</sup> Fee for Arbitrator shall be shared equally by the Union and Employer. If the Union and Employer agree that a shorthand, stenotype or other reporter should take the proceedings, the costs incidental thereto shall be shared equally and each shall have access to the record. If the Union or Employer provide their own separate means for recording the proceedings such shall not, as a matter of right, be available to the other. Except as provided for in Sections 22.10 and 22.15, each party will bear its own costs of presenting grievances and/or arbitrations under this agreement, including attorney fees.

23.1~~8~~<sup>8</sup> In the event of death or other disqualification or unavailability of the Arbitrator, a replacement may be made consistent with initial Arbitrator appointment provisions and, in such event, no fee shall be due the displaced Arbitrator.

23.1~~9~~<sup>9</sup> Arbitrators agree, by accepting the position of Arbitrator, to abide and be bound by the provisions of this Article.

23.1~~9~~<sup>9</sup> Time Limit Extension. The time limits specified in Section 23 may be extended by mutual agreement between the Employer and the Union.

#### **SECTION 24-EXPEDITED ARBITRATION**

24.01 Scope - The Company and the Union may mutually agree that in lieu of the procedures outlined in Section 22 of this Agreement, the parties may elect to arbitrate any grievance through the expedited arbitration procedure set forth in this Section.

24.02 Arbitrator Selection Procedure - A neutral arbitrator shall be selected by mutual agreement, If the agreed upon arbitrator cannot hear the case within twenty (20) working days, the case will be assigned to the arbitrator who can hear the case on the earliest date.

#### **24.03 Hearing Procedures**

(a) The Company and the Union agree to provide each other with any relevant and requested information.

- (b) No attorneys shall be allowed to be present at the hearing unless they are called as a witness.
- (c) Each party will be limited to a maximum of two hours of presentation time. This includes an opening statement, direct, cross-examination, redirect and recross of witnesses, and any summation or oral argument.
- (d) No written briefs may be filed.
- (e) No transcripts will be taken.
- (f) The hearing shall be conducted without formal rules of evidence.

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#### 24.04 Decision and Effect

- (a) Decisions will be rendered by the arbitrator at the close of the hearing if possible, but in any event no later than five working days after the close of the hearing, unless otherwise agreed to.
- (b) All decisions of the arbitrator will be final and binding, as if they had been heard and decided under the arbitration procedure specified in Section 22. Fee for Arbitrator shall be shared equally by the Union and Employer.

### **SECTION 25 - NATIONAL EMERGENCIES**

- 25.01 In the event of war, declaration of emergency, imposition of civilian wage controls by the U.S. Government during the life of this Agreement, either party may reopen the same upon thirty (30) days' written notice and request renegotiation of matters dealing with wages and hours.
- 25.02 If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

### **SECTION 26 - NO STRIKES OR PICKETING**

- ~~26.01~~ 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 Port operations.

### **SECTION 27 - SAVINGS CLAUSE**

- 27.01 Should any Article or provision of this Agreement or Letter(s) of Understanding be rendered invalid or compliance therewith restrained, the application of other Articles or provisions shall not be affected thereby.

- 27.02 In such event, the parties shall enter into immediate negotiations seeking a mutually satisfactory replacement.

#### SECTION 28 – EXAMINATIONS

- 28.01 All costs of employee examination(s) required by any governmental act, regulation or agency shall be paid by the Employer and employee(s) shall be compensated at straight-time for all time thereby consumed.
- 28.02 The Employer may select a physician. If the employee chooses to go to a physician other than the physician selected by the Employer, the Employer will pay no more than is required by physician selected by Employer. Time off will also be paid based on such time off that would be required if employee went to the physician selected by the employer.

#### SECTION 29 - DEFERRED COMPENSATION

As provided below in this article, regular employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised. Eligibility and participation of said 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 any other provisions of this Labor Agreement or to negotiation by the Union.

#### SECTION 30 - LEAVE OF ABSENCE

- 30.01 **Leave of Absence Up to Thirty (30) Days** - Employees may be granted a personal leave of absence without pay not to exceed thirty (30) days provided that no leave of absence be granted for the purpose of obtaining other employment. Each request will be considered on its own merits. The factors to be considered by Management shall include: the length of the requested leave, the employee's length of service, and the effects of such a leave on operational efficiency.
- 30.02. **Extended Leave of Absence** - A seniority employee may receive one (1) six month personal leave of absence without pay within each five (5) year period of employment. The total number of seniority employees granted such leave of absence during any six (6) month period shall be limited to two (2) employees. Each request will be considered on its own merits. The factors to be considered by Management shall include: the length of the requested leave, the employee's length of service, and the effects of such a leave on operational efficiency.
- 30.03. **Application for Leave** - An employee shall submit a request for leave of absence on an authorized Port form. To show that approval is granted, leave of absence requests must be signed by an appropriate Manager. The Manager shall provide a copy of the approved form to the employee and the Union.
- 30.04. Employees will have return employment rights following a six (6) month leave of absence at the current rate of pay. However, if a reduction in force should occur during the period of leave, the

returning employee would be subject to the action that would have taken place if the employee had remained at work.

- 30.05 **Seniority Status on Leave** - An employee returning from an unpaid leave of absence shall suffer no loss in seniority.

Leaves of absences for periods greater than those outlined above may be granted to employees who are unable to work due to documented medical reasons. Nothing in this section is intended to limit an employee's opportunities for leave as provided by the Family Medical Leave Act.

- ~~30.06 Paid Family Leave. The Port shall have full discretion on meeting the requirements of the Washington Paid Family and Medical Leave Act (e.g. State plan, 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. The Port agrees to provide advance notice of how the Port intends to comply, and when and if there are any changes to the Union as soon as possible. Regardless of the plan selected by the Port, employees shall not be required to contribute more than the law will allow.~~

- ~~30.07 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.~~

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### SECTION 31 – LABOR MANAGEMENT COMMITTEE

At the request of either the Port or the Union, the other party agrees to meet on an informal basis outside of the grievance procedure to discuss issues of mutual concern including but not limited to: implementation of new projects, new equipment, and questions of interpretation and administration of this agreement. Any understandings or agreements reached as a result of such meetings shall be reduced to writing and signed on behalf of the Port the Union or such understandings shall be null and void.

### SECTION 32 - PERMANENT REDUCTION IN FORCE

- 32.01 **Notice and Meeting**

1. When a permanent reduction in work force is anticipated, the Port shall inform the Union in writing and shall meet and discuss the impact of the anticipated reduction in work force.

2. The Port shall provide detailed information to the Union as to the nature of these changes and shall make its best effort in estimating the number of seniority positions that will be permanently reduced.
3. The Port shall consider in good faith all proposals by the Union to mitigate the impact of the anticipated reduction in work force, including but not limited to alternative configurations and/or more efficient utilization of existing bargaining unit employees, and the placement of affected employees in other positions at the Port outside of the bargaining unit.
4. All seniority employees have the right to volunteer to surrender their seniority rights and accept the severance benefits provided under the article if it is determined that permanent reductions will occur. If more volunteers request severance than there are permanent reductions, the most senior employee will have preference in exercising this option. If there are more permanent reductions than volunteers requesting severance, the least senior employees will be laid off first.

32.02 **Options for Seniority Employees**

Employees subject to layoff will be provided 30 calendar days' notice. During this time, employees will be provided benefits' counseling from the Port's Human Resources Department. Upon completion of the notice period, employees subject to layoff shall select in writing, on a form provided by the Port, one of the following options:

**Option A:** Seniority shall be broken by layoff of thirty-six (36) months or the term of this agreement whichever is longer. Any recall as a truck driver with the Port shall serve to reactivate seniority rights and seniority shall be retained for an additional thirty-six (36) months or the term of this agreement whichever is longer.

Regular employees being offered recall from layoff will be notified by registered letter, return receipt requested, addressed to his/her last known address on file with the employer with a copy sent to the local union. (It shall be incumbent on employees to notify their department manager in writing, return receipt requested of any change of address.) If a regular employee has been laid off for ~~thirty-one~~<sup>thirty-one</sup> (31) consecutive days or more, he/she shall be covered under Article 6.05. Regular employees laid off ~~thirty-one~~<sup>thirty-one</sup> (31) consecutive days or more who reside outside of the state of Washington shall be permitted up to ten (10) calendar days to report to ~~work-work~~. Upon receipt of the re-call notice, the employee must notify the employer within seventy-two (72) hours to their intention and date to report to work. This does not apply to day to day layoffs covered under Article 6.04

- (a) If the employee intends to return to work, the employee must report as directed.
- (b) If the recall is refused or if the laid off employee cannot be contacted after a documented attempt to reach the employee, that employee forfeits all recall and seniority rights.

**Option B:** Surrender all seniority rights, including the right to recall. Receive severance pay in the amount of one week of regular pay (i.e. 40 hours at the employee's straight time rate, excluding shift differential) for each year of seniority. Employees with less than one year of seniority shall receive one week of regular pay as their severance pay. Receive one additional month's health & welfare premium payment beyond the month in which the employee is qualified.

The parties agree that upon a permanent reduction in force, employees will also be compensated for unpaid wages, unused vacation hours, accrued vacation hours, and unused sick leave hours in accordance with Section 15.02. The provisions of the existing labor agreement shall apply to wage levels and payment of fringe benefit contribution on compensation paid for the above mentioned items. (For purposes of pension contributions, all accrued sick leave hours shall be considered as compensated hours.)

Contributions shall be remitted to the Western Conference of Teamsters Pension Trust on the severance compensation in accordance with the existing labor agreement. The quarterly maximum with regard to Pension Contributions shall not be in effect for purposes of the Agreement.

Assistance will be provided in seeking other suitable employment for up to six months after being subject to a permanent reduction in force. This outplacement assistance may be provided by either the Port's Human Resources staff or by retained consultants, at the Port's discretion.

32.03 **Other Layoffs & Closure**

- (a) If a seniority employee has been on layoff continuously for 180 days, that employee will be offered Option B (above), even if there has been no formal designation of the employee's layoff as a permanent reduction in force, provided the seniority employee is available for assignments if recalled unless the employee receives a written excuse from the director of operations or designee.

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**SECTION 33 – EMPLOYEE DEVELOPMENT AND EDUCATION OPPORTUNITIES**

33.01 To provide career development opportunities to bargaining unit employee the Union and management will support employee participation in the Port's employee development and 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 adjustment and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern.

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- 33.02 Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Completion support under the terms of HR-12.
- 33.03 The Parties understand that the Employee Development and Education Opportunities identified in Article 33 shall not be subject to bargain and are subject to revision by the Port.

The Port recognizes its obligation to negotiate with the Union if the operation is closed in its entirety.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, ~~2019~~2015

THE PORT OF SEATTLE

GENERAL TEAMSTERS LOCAL NO. 174  
Affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

\_\_\_\_\_  
~~Chief Executive Officer~~  
Stephen P. Metruck  
Director

\_\_\_\_\_  
Rick Hicks  
—Secretary-Treasurer

**Attachment A**

**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).]

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Non-Exempt (Hourly) Employee\*

**Port of Seattle Paid Sick Leave Notification**

You are entitled to paid Sick Leave protections beginning January 1, 2018. One (1) hour of paid leave for every 40 hours you work be entitled to protections outlined in the attached law. Please note this is not an additional leave bank.

You may use this accrued leave for the following reasons in addition to any other reason that may be outlined in your collective bargaining agreement:

- To care for yourself or a family member (please refer to RCW 49.46.210(2) for a full list of the eligible family members.
- When you or a family member is the victim of sexual assault, domestic violence, or stalking.
- In the event our business or your child's school or place of care is closed by a public official for any health-related reason.

Leave protections for up to 40 hours of unused, accrued paid leave will be carried over to the next calendar year. In addition, leave accrual, carry over and cash out provisions outlined in your collective bargaining agreement continue to apply.

You may use accrued protected leave beginning 90 calendar days after the start of your employment or as provided in your collective bargaining agreement, whichever is earlier.

Retaliation for using protected leave for authorized purposes is prohibited.

\*Please note these protections extend only to employees covered by Washington's minimum wage law.

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**APPENDIX A**

Grandfathered 40 hour employees under 198.01

| NAME

~~DATE EMPLOYED~~

Todd Sullivan  
Laeva Solo  
Ray Goodwin  
Chris Geltz

## **ADDENDUM TO THE AGREEMENT**

**Between**

**GENERAL TEAMSTERS LOCAL UNION NO. 174**

**And**

**PORT OF SEATTLE**

**Regarding**

**POS PORT CONSTRUCTION SERVICES**

The following is intended to recognize and address the unique nature of the work performed by Port Construction Services. Any items related to wages, terms and conditions of employment not specifically abridged by this Addendum shall be covered by the Port of Seattle Mutual Labor Agreement.

### **1. PCS Assignments**

Employees will be assigned as needed by seniority to P.C.S. and will have received the necessary training and security clearance (badge) to perform the duties required by P.C.S.

### **2. Overtime**

Pre or post – shift overtime that is an extension of the normal workday will be assigned to the PCS Driver. Provided they are qualified, Overtime on weekends and holidays will be made available to the bargaining unit according to seniority. If no senior employee volunteers, the junior PCS assigned driver shall perform the task.

### **3. Contracting and Sub-Contracting**

Trucking Work that is being performed by PCS Teamsters will only be sub-contracted if no bargaining unit employees are on lay-off or if PCS does not have available necessary equipment (or opportunity to lease ~~equipment~~ ~~orequipment~~) or if conditions are such that only a sub-contractor can do the work (because of equipment, volume, time constraints, certification/expertise/liability, etc.) In the case of a violation of this provision then an equivalent number of laid off seniority or probationary employees will be called back on work on other assignments or paid equivalent hours.

If the number of contracted employees exceeds the number of seniority or probationary employees, the remaining equivalents will be credited as hours worked for the probationary employee with the most hours.

#### 4. Job Classification – Rates

**Section 198** of the collective bargaining agreement identifies historical classifications. For PCS these classifications include; Dump Truck, Heavy Haul, Belly Dump, Tractor ~~pulled Flatbed~~~~pulled Flatbed~~, Water Truck, Vendor pickup, subject to Section 6 of this addendum.

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PCS Management agrees to discuss jurisdiction with the union when new vehicle//equipment is purchased.

#### 5. General Foreman

- (a) During the term of this agreement, at the discretion of the Port, a regular seniority assigned PCS Truck Driver may be designated to act in the capacity of General Foreman at PCS. The General Foreman assignment, selection, and/or work jurisdiction is temporary in nature, subject to the operational needs of Port Construction Services.
- (b) An employee assigned by Port management to the duties of General Foreman, shall receive 9% above the Truck Driver Crew Chief wage rate for all hours worked in the capacity of General Foreman.
- (c) Whenever such assignment is made, the assigned employee shall remain a member of the Union and shall be covered by all other terms of the Collective Bargaining Agreement.
- (d) When an employee is assigned as a General Foreman, the employee shall not be entitled to utilize his seniority for scheduling and overtime purposes as a Truck Driver.

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#### 5.6. Liaison - Participation

Upon ratification of this agreement the parties agree that a member of the bargaining unit will be selected by the union to be a "Liaison" between PCS and the union. The Liaison will attend all Foreman meetings where information related to transportation issues or for upcoming or potential PCS projects will be ~~shared, and~~~~shared and~~ given the opportunity for discussion and provide input prior to decision making.

#### 6.7. Jurisdiction

The parties agree to the following jurisdictional principles for operations at PCS:

“Craft-assist” – It is agreed that employees will primarily be assigned to bargaining unit work. The Union recognizes the concept of “craft-assist” to most fully utilize resources and agrees that bargaining unit employees will perform the work as assigned.

#### **87. PCS Shift Premium**

When it becomes necessary for PCS to have common starting and quitting times with other Crafts on a particular job which involves bargaining Unit personnel on a composite crew, the following will apply:

##### Five/Eights (5/8s) work shift:

Second shift premium shall be eight (8) hours pay for seven and one half (7 ½) hours work. It is agreed that to provide flexibility, starting time for second shift may commence before 6:00 p.m. but no sooner than 2:00 p.m.

Third shift premium shall be eight (8) hours pay for seven (7) hours work. It is agreed that to provide flexibility, starting time for third shift may commence before 11:00 p.m. but no sooner than 7:30 p.m.

##### Four tens (4/10s) work shift:

Second shift premium shall be ten (10) hours pay for nine and one fourth (9¼) hours work. It is agreed that to provide flexibility, starting time for second shift may commence before 6:00 p.m. but no sooner than 2:00 p.m.

Third shift premium shall be ten (10) hours pay for eight and three fourths (8¾) hours work. It is agreed that to provide flexibility, starting time for third shift may commence before 11:00 p.m. but no sooner than 7:30 p.m.

#### **89. Water Truck**

The parties recognize Local 174 as having primary jurisdiction over driving the Water Truck. Moving the water truck on public roads will be the jurisdiction of said bargaining unit. However if a Local 174 member is not available in a timely manner to be on the jobsite, someone outside the bargaining unit may drive the Water Truck on site. It may be necessary to cross a public road when someone outside the bargaining unit is moving the water truck on the job site

#### **109. Vendor Pick Up**

Vendor pick-ups shall be the jurisdiction of the employees employed under this agreement. When it is necessary to expedite parts, PCS management will look to the bargaining unit first. If no bargaining unit member is available in a timely manner, expediting may be assigned to PCS personnel.

#### **110. Work Assignment**

The parties agree jurisdictional assignments are an act of judgment based on common sense, experience, collective bargaining agreements, employer preference, past practice, area practice, relative skills, economy and efficiency of operations and job impact. It is the intention of the parties to resolve conflicts based on this framework as referenced in NLRB decision 323 No.173 Laborers' International Union of North America, Local 435 and Spinello Construction Company, Inc and International Brotherhood of Teamsters, Local Union No. 398. Case 3-CD-626 and International Operating Engineers Local 150 and R&D Thiel, a Division of Carpenter Contractors of America Inc. International Brotherhood of Teamsters Local 325 and R&D Thiel, a Division of Carpenters Contractors of America Inc. Cases 33-CD-444 and 33-CD-445.

With this in mind it is the intention of the parties to bring teamwork to the multiple crafts at the shop, achieve growth for all crafts, acquire new and better projects, improved methods of communication and live peacefully in a multi-craft environment.

**LETTER OF UNDERSTANDING**

The Parties agree, that during the term of this agreement:

1. The following Sub-Sections shall not apply, and shall not be considered the status quo:

21.02 EFFECTIVE UPON RATIFICATION, the bargaining unit shall have the ability to divert wages to pension. All pension payments shall be made in accordance with Western Conference of Teamsters Pension Trust rules.

21.03 EFFECTIVE JUNE 1<sup>st</sup> of each contract year, the bargaining unit shall have the ability to divert wages to pension. The union shall provide the Port a minimum sixty (60) days advance written notice of such diversion. All pension payments shall be made in accordance with Western Conference of Teamsters Pension Trust rules.

2. On the first of the month following the execution of this Agreement, employees shall be granted 3 additional employee designated floating holidays for the year 2019 only.

3. The Union will withdraw all current open grievances related to jurisdictional issues without prejudice.

4. Should the Union elect to amend Section 20.01 (B) Retiree’s Health & Welfare Plan, to switch from Plan “RWT—Plus” to a different plan, the Parties agree to meet to negotiate the transition provided the following conditions apply:

- a. The employees shall be responsible for paying the difference in cost;
- b. The new Plan does not cost the employer any additional money;
- c. The new Plan has no additional liability to the employer;
- d. It is legal for the employer to participate;
- e. The employer is provided a reasonable period of time to facilitate the transition.

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PORT OF SEATTLE

GENERAL TEAMSTERS LOCAL NO. 174  
Affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

Stephen P. Metruck  
Executive Director

Rick Hicks  
Secretary Treasurer

Date:

Date:

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