

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN THE
PORT OF SEATTLE
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE 160, LOCAL LODGE 289 (Inventory Specialists)
January 1, ~~2019~~~~2016~~ – December 31, ~~2021~~~~2018~~**

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AGREEMENT

This mutual agreement is made and entered into between the Port of Seattle, a municipal corporation of the State of Washington, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, Local Lodge No. 289. Wage rates shall be effective as indicated in Article 14. Other conditions shall be effective on the date the Agreement is signed or as specified in the provisions of the agreement. This Agreement is made for the purpose of reaching an equitable wage and working agreement between the parties hereto.

ARTICLE 1 - RECOGNITION, SCOPE AND HIRING

The Port recognizes the Union as the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work and other conditions of employment for the employees covered by this Agreement. The work to be performed by the Union shall be the various functions of receipt, storage, delivery of parts, processing and procurement of goods and services in compliance with established levels of authority and with Port policy and procedures, and in accordance with historical jurisdiction, customs and practices. These functions shall be performed in the Aviation Maintenance Department at the Distribution Center (DC) warehouse, or other assigned DC satellite locations. ~~All present employees covered by this Agreement who are members of the Union as of the date of the execution of this Agreement shall remain members during the life of this Agreement as a condition of continued employment. Present employees who are covered by this Agreement but are not members of the Union at the date of the execution of this Agreement and who elect in the future to become members shall remain members thereafter during the life of this Agreement as a condition of continued employment. All employees hired in classifications covered by this Agreement after the execution of this Agreement shall become members within thirty (30) days following the beginning of their employment and shall remain members during the life of this Agreement as a condition of their continued employment in classifications covered by this Agreement. No employee will be terminated under this subsection if the Port has reasonable grounds for believing:~~

- ~~(a) that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or~~
- ~~(b) that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.~~
- ~~(c) The employee has chosen an alternative to union membership in compliance with RCW 41.56.122.~~

As permitted by law, the Port shall give the Union equal opportunity with all other sources to refer suitable applicants for employment. No applicant will be preferred or

discriminated against by the Port because of membership or non-membership in the Union.

The following information will be given in writing by the Port to the Union within seven (7) calendar days from the date of hiring new employees: name and home address, date of hire, classification and rate of pay.

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.

A Union member of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met. The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

The Union agrees to indemnify and save 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, including reimbursement for any legal fees or expenses incurred in connection with such action. 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.

This Agreement shall apply to and cover employees as defined herein.

A seniority employee is defined as one who has been continuously on the payroll of the Port for a period of one hundred eighty (180) calendar days. A probationary employee is one who has not been continuously on the payroll of the Port for a period of one hundred eighty (180) calendar days.

All terms and conditions of this Agreement are applicable to seniority employees and probationary employees except as specifically hereinafter exempted for probationary employees.

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

ARTICLE 2 - MANAGEMENT RIGHTS

Management Rights. Except as otherwise specifically provided in this Agreement, the Company reserves the right to make all the decisions relating to the conduct of the business, including by way of example and not by way of limitation, the following:

The right to manage the business, to schedule the hours of work, to establish, modify or change work scheduled, to direct and determine the size of the working forces including the right to select, hire, promote and transfer employees, to periodically review employees performance, to relieve employees from duty due to lack of work, to demote and discipline, to terminate employees for just cause, and to determine training procedures in accordance with policies established or to be established by the Company.

It is hereby agreed that the enumeration of the above-listed management rights shall not be deemed to exclude other management rights not specifically enumerated. Any of the rights, powers, functions or authority which the Company had prior to the signing of this Agreement are retained by the Company, except for those rights, powers, functions or authority which are specifically abridged or expressly modified by this Agreement. This Section is not subject to grievance process.

It is hereby agreed that any waiver or any breach of terms of this Agreement by either party, or by an employee, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 3 - DISCHARGE OF EMPLOYEES

The Port reserves the right to discharge any employee for just cause. The Port shall have the right to suspend any employee for just cause not exceeding a maximum of two (2) weeks. The Union shall be notified in writing of any discharge or suspension within twenty four (24) hours thereof.

In the event of dispute as to whether or not "justifiable cause" existed, such dispute may be processed through the grievance procedure contained in this Agreement.

Probationary employees may be terminated at any time during the probationary period at the discretion of the Port, without recourse to the grievance procedure.

ARTICLE 4 - SHOP STEWARDS

The Union shall inform the Port in writing of its selection of authorized Shop Stewards, and the Port agrees to recognize the Steward so designated.

Shop Stewards shall request and be allowed such reasonable time as is necessary to investigate and process grievances in the shop arising under the terms of this Agreement.

ARTICLE 5 - SENIORITY

There shall be one seniority list for the bargaining unit employees. Seniority shall prevail in the reduction and restoration of forces, provided the senior employee is capable of performing work remaining in the DC Warehouse and assigned locations. Seniority shall also prevail in the selection of vacation assignments. Vacation requests that have been approved are final. A vacation request made by a more senior employee cannot reverse an approved vacation of a less senior employee. Seniority shall prevail in the selection of shift assignments when openings occur provided the employee is capable of performing the work.

Seniority for permanent positions shall date from day of hire into the bargaining unit, but no seniority rights shall vest until after a probationary period of one hundred eighty (180) calendar days. At the end of the probationary period, the employee shall be classified as a seniority employee. Probationary employees shall be paid the probationary wage rate listed in appendix A during their probationary period.

An employee shall lose seniority rights for any of the following reasons:

- a) termination for just cause,
- b) on layoff status for more than six (6) months, or
- c) when an employee does not return to the bargaining unit within six (6) months after accepting a non-bargaining unit position with the Port, he/she shall lose seniority.

ARTICLE 6 - PAYMENT OF WAGES

The Port will maintain a regular payday. If such regular payday falls on a Saturday, Sunday, or holiday, the employee shall be paid not later than the last regular workday preceding the regular payday. All employees covered by this Agreement shall be paid biweekly. The Port may deviate from this provision with prior approval of the Union. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

ARTICLE 7 - SAFETY AND SANITARY CONDITIONS

Employees shall cooperate with management in the maintenance of a generally well-kept distribution center, and shall wear and properly use all protective equipment provided by the Port.

The Port shall furnish all safety equipment as required except for safety shoes. In addition the Port will provide seasonal clothing for weather as necessary

Safety Shoes: The Department of Labor and Industries (WAC 296-800-16060, previously WAC 296-24-088[1]) requires workers to wear appropriate foot protection in areas where there is a possibility of foot injury due to falling or rolling objects,

piercing/cutting injuries or electrical hazards. In order to comply with this regulation, appropriate foot protection must meet the specifications of the American National Standard Institute (ANSI) for Protective Footwear, Z41-1999 – American National Standard for Personal Protection.

In order to assist with the purchase of the appropriate footwear, the Port shall provide employees a stipend of \$120.00 for the purchase or repair of the ANSI approved footwear each contract year to be paid each January.

All injuries no matter how slight must be reported by the employee to the Lead Supervisor or Manager on the day injury occurs.

In the event of an industrial accident of such nature that does not require an employee to discontinue work but does necessitate further treatment by a doctor at various intervals, the employee shall be compensated at his/her shift rate of pay for all time required for treatments during employee's regular working hours. The employee must make every effort to schedule doctor visits outside of normal working hours or as close to the beginning or end of the employee's regular shift.

Any employee suffering an industrial accident shall be entitled to a full day's pay for the day on which the accident occurs, provided it shall be medically certified by a physician as a disabling accident.

Holiday and/or vacation pay shall not be provided as a duplication of compensation received by an employee on compensated time loss for an industrial injury.

ARTICLE 8 - VISIT TO THE ESTABLISHMENT

Business Representatives of the Union, party to this Agreement, shall have access over the area in which any job is located by first making their presence known to management during working hours for the purpose of enforcing the terms of this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" means any contractual dispute between the Port and the Union; or between the Port and any employee concerning the effect, interpretation, application, claim of breach, or violation of this Agreement. All grievances not filed within fifteen (15) days after they occur, or first knowledge that a grievance exists, shall be considered as outdated, thus preventing an accumulation of grievances.

All grievances shall be reduced to writing and shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated and remedy sought and then settled in accordance with the following grievance procedure:

- a) The dispute or grievance shall be taken up by the Shop Steward, the aggrieved employee, and the manager of the department involved. The

manager must give his/her answer within five (5) calendar days. If no satisfactory settlement is reached between the Shop Steward and the manager, then

- b) The Shop Steward shall within seven (7) calendar days call in a representative of the Union who shall meet with the authorized Labor Relations representative of the Port and Shop Committee, if any.
- c) If the grievance or dispute involves a dispute concerning the effect, interpretation, application, claim of breach, or violation of this Agreement, and if it cannot be satisfactorily resolved within ten (10) calendar days by the business representative of the Union and the Port or the Port's representative, then either party reserves the right and authority to submit such grievance or dispute to arbitration in the manner herein provided.
- d) However, the grievance or dispute must be submitted to arbitration within thirty (30) calendar days after completion of the grievance procedure in paragraph (c) above.
- e) The aggrieved employee or the Shop Steward shall have the right to call in the Union representative at any step of the grievance or arbitration procedure.

Either party to this Agreement shall be permitted to call employee witnesses at each and every step of the grievance procedure beginning with Step (c); the Port, on demand, will produce production, payroll, and other records for the purpose of substantiating the contentions or claims of the parties.

The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances as herein defined; and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.

Any time specified herein shall not include any time on any Saturday, Sunday or holiday. Time limits may be extended by mutual agreement.

ARTICLE 10 - ARBITRATION

In the event a grievance or dispute is submitted to arbitration, the Union Representative and the Employer or the Employer's representative shall select a single arbitrator mutually acceptable. If they are unable to agree upon an arbitrator, they shall request Federal Mediation and Conciliation Service to appoint a panel of seven (7) arbitrators, and they shall alternately strike names from the list. The last name remaining shall be the arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employer and the employee(s) involved.

The arbitrator shall not have the power or authority to add to, subtract from, or modify the terms of this Agreement.

The arbitrator shall render his decision promptly after the hearing date. The arbitrator's fees and expenses shall be shared equally by the parties.

Any period of time specified herein shall not include time on any Saturday, Sunday, or holiday unless specifically provided otherwise herein.

ARTICLE 11 - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 12 - PERSONS PROHIBITED

Only bargaining unit employees shall do work presently being performed, previously performed, or capable of being performed by Union members and within the jurisdiction of the Union provided that such work does not fall within the jurisdiction of Port employees who are not members of Local #289. All other persons are prohibited from performing such work except as provided below:

- (a) Work that is performed outside of Port-operated facilities, Aviation Maintenance Department at the Distribution Center (DC) warehouse, or other assigned DC satellite locations, referenced in the Recognition Clause.
- (b) Work performed within Port-operated facilities that is of a temporary or an emergency nature, or where demonstrations or instructions are provided. The Port has the right to contract such work within the Port's facility.
- (c) Veteran's fellows performing bargaining unit work through the Port of Seattle Veteran's Fellowship Program for a period of six months or less.

ARTICLE 13 - HOURS OF WORK

Normal Workweek – The normal workweek (forty (40) hours) shall be defined as five (5) consecutive eight (8) hour days (5x8) or four (4) consecutive ten (10) hour days (4x10) within a standard week of Sunday through Saturday, exclusive of the unpaid thirty (30) minute meal period. Employees are guaranteed one weekend day, either a Saturday or a Sunday during two (2) or three (3) day rest period. If the Employer wishes to discontinue the four/ten (4x10) schedule, the Employer agrees to provide the affected

employees the maximum notice possible, but not less than a minimum of fourteen (14) calendar days' notice shall be provided prior to resuming five eight (5x8) schedule.

Paid leave shall be paid according to the hours of the employees regularly scheduled workweek.

When work requirements exceed the normal level on a temporary or emergency basis, said work may be performed by a Port contractor on Port operated facilities.

Selection Day: One time per year, in January, the employees will be allowed to select their choice of work schedule and shift by seniority.

ARTICLE 14 - RATES OF PAY

a) Wage Rate Schedule

Wage scale is attached as Appendix A. The employee's base wage rate will be minus the premium, and then premium added for work performed at that higher rate.

b) Classifications and Premiums

Lead Inventory Clerk - all duties and responsibilities of Lead Inventory Clerk are contained in the job analysis.

Working Leads shall receive five percent (5%) premium.

Effective upon ratification, and after a thirty (30) day trial implementation period, with expanded job duties, assigned Working Leads shall be eligible for a ten percent (10%) wage premium. Working Leads so assigned will not continue to be eligible for an additional forklift training premium when performing as a forklift instructor.

Working Leads assignments shall be made at the discretion of the Port.

DC Inventory Specialist

All duties and responsibilities of DC Inventory Specialist are contained in the job analysis.

Forklift Training - During hours of Forklift training the instructor shall be paid a premium of five percent (5%). Working leads who are receiving a 10% wage premium shall not be eligible for this additional forklift premium. Forklift training shall be pre-scheduled and pre-approved by DC Management.

c) Temporary Assignments:

An employee whom management has temporarily assigned to be a lead shall receive the appropriate pay for all compensated holiday, sick and vacation leave hours if:

The employee worked the last scheduled workday prior to and the first scheduled workday following the employee's vacation, sick or holiday as an acting or temporary lead and;

The employee worked at least thirty (30) days prior to the holiday, sick or vacation leave as an acting or temporary lead and upon return from holiday, sick or vacation leave will resume the acting or temporary lead.

When an employee is assigned to fill in for a non-bargaining unit employee (supervisor), they shall receive a ten percent (10%) premium. This shall apply when the supervisor is sick or on vacation and the employee is filling in for the supervisor.

d) Other Pay Conditions

Pay for any fraction of a week shall be computed according to the rates set forth above.

Weekly Guarantee: Full-time employees shall be guaranteed forty (40) hours work or pay, with the following exceptions:

- (1) An employee who quits, is terminated, is recalled from layoff, or is hired on other than the first day of his regularly scheduled workweek, shall be paid only for the days worked during that week.
- (2) Employee absence during part of the workweek due to illness, injury, vacation, or personal reasons shall disqualify an employee for the guarantee that week.
- (3) Paid holidays occurring within an employee's regularly scheduled workweek shall be counted as part of the guarantee, and paid at the regular rate.
- (4) In cases where the Port's operations are adversely affected by a work stoppage, Act of God, civil commotion or insurrection the guarantee shall not apply.

e) Overtime on Other than Regular Shift:

- (1) A regularly assigned day shift worker who is assigned to work a swing or graveyard shift shall be paid overtime at the day shift overtime rate of pay.
- (2) A regularly assigned swing shift worker who is assigned to work a day or graveyard shift shall be paid overtime at the swing shift overtime rate of pay.

- (3) A regularly assigned graveyard shift worker who is assigned to work a day or swing shift shall be paid overtime at the graveyard shift overtime rate of pay.

ARTICLE 15 - ADDITIONAL SHIFTS

Starting times for shifts scheduled by the Port shall conform to the following:

Day shift	6:00 a.m. to 9:00 a.m.
Second shift	11:00 a.m. to 3:00 p.m.
Third Shift	10:00 p.m. to 12:00 midnight
4/10 First Shift	6:00 a.m. to 9:00 a.m.
4/10 Second Shift	11:00 a.m. to 3:00 p.m.

Employees who work second shift shall be paid a ten percent (10%) premium over the first (day) shift rate. Employees who work third shift shall be paid a fifteen percent (15%) premium over the first (day) shift rate.

Starting time for an individual employee shall be fixed at the same starting time for the entire workweek. The Port may request a volunteer for a day shift start time prior to 6:00 a.m. If there are a limited number of positions on the early start selection will be by seniority. Shift changes to early start will require a minimum of two weeks' notice, unless mutual agreement between the employer and the employee. Any ongoing early start shift will be part of the yearly bid process.

ARTICLE 16 - CALL-IN TIME

The Port shall guarantee two (2) hours call-in time at double the employee's shift rate of pay for emergency unscheduled call-ins.

ARTICLE 17 - OVERTIME

All overtime shall be pre-approved in writing by the logistics manager or designee. Time and a half (1½x) shall be paid for all work performed on employee's normal two (2) day or three (3) day rest period between workweeks. All hours compensated over forty (40) hours in one week will be paid for at the rate of time and one-half (1½x). All hours worked in excess of the regular eight (8) hours in one (1) day up to eleven (11) shall be paid for at the rate of time and one half (1½x). Work in excess of eleven (11) hours shall be paid at double time (2x).

For the 4/10 shift all hours in excess of the regular ten (10) hours shall be paid at time and one half (1½x). For 4/10 shifts, work in excess of thirteen (13) hours shall be paid at double time.

The most senior employee has the right of first refusal for overtime, except for shift extensions related to an ongoing project or assignment. The Port reserves the right when no volunteers are available to assign overtime by reverse seniority and skill. The

most junior employee able to complete the work will be required to work the overtime. Employees required to work overtime past their regular shift, unless relieved from work eight (8) hours before starting work on their next regular shift, shall be paid overtime for such shift.

ARTICLE 18 – LEARNING AND DEVELOPMENT

The Port is committed to providing employees learning and development opportunities where possible. Employees interested in pursuing development outside of training specified and directed by management shall work with management to draft an agreed upon development plan.

To provide career development opportunities to bargaining unit employees, the Union and management will continue to support employee participation in the Port’s internship programs. Successful applicants to internship programs shall remain members of the bargaining unit and retain all rights and benefits under the collective bargaining agreement, except that temporary schedule adjustments and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern. It is understood that overtime will not normally be approved while employees are participating in internships.

ARTICLE 19 - LEAVES

~~Paid leave benefits and leaves without pay shall be provided by the Port to members of this bargaining unit as detailed in Port policy HR-5 Policy and Procedure and HR-5 Leave Addendum, attached as Appendix B.~~

Paid Leave

~~Leave compensated at the employee's regular pay rate at the time the leave is taken and based on the employee's regular work schedule.~~

Paid Time Off (PTO)

~~Employees accrue PTO based on their straight time hours paid and length of tenure. Accrued days (as shown below) are based on a full time employee working 80 hours per pay period; part time employees earn a proportional share of PTO hours. PTO may be used for vacation, appointments, illness, etc.~~

Accrual Rates

<u>Years Of Service</u>	<u>Days Per Year</u>	<u>Maximum Hours Earned</u>	<u>Accrual Rate Per Hour</u>
<u>0 – 3</u>	<u>19.6 days</u>	<u>156.8 hours</u>	<u>0.07538</u>
<u>4 – 7</u>	<u>24.6 days</u>	<u>196.8 hours</u>	<u>0.09462</u>
<u>8 – 11</u>	<u>27.1 days</u>	<u>216.8 hours</u>	<u>0.10423</u>
<u>12 +</u>	<u>29.6 days</u>	<u>236.8 hours</u>	<u>0.11385</u>

Accumulating and Taking Paid Time Off

All eligible employees shall be allowed and encouraged to take at least two work weeks of PTO each year. Paid Time Off may be taken up to the available balance, after the employee has completed their probationary period and received approval from the manager. A formal time off request process that must be followed before PTO may be used.

Maximum Accumulation and Automatic Cash-out

Maximum PTO accumulation for employees is 480 hours. Accruals will cease when this limit is reached and will resume only when the balance is below 480 hours.

Voluntary Cash-out of PTO Hours While an Active Employee

Employees will be subject to the Port of Seattle PTO Cash Out Policy and Procedure. Voluntary Cash-out of PTO Hours While an Active Employee PTO cash-out lump sums are paid at the employee's base hourly rate at the time of the payment and are subject to applicable taxes and deductions taken on earnings (Federal Withholding, FICA, etc.).

Payment of Paid Time Off at Termination

An employee who has successfully completed their probationary period will receive 100% of his or her accrued Paid Time Off balance at the employee's hourly rate at termination.

Employees who have not been terminated for cause have the option of receiving their Paid Time Off hours: As a lump sum, as service time after the last day worked (during the calendar year in which the employee terminates), or as a combination of cash and service time.

If no choice is provided to HR on or before the last day of work, the PTO shall be paid as a lump sum.

Employees who have been terminated for cause will receive a lump sum payment of 100% of their accrued Paid Time Off balance. In these situations, employees are not eligible to use Paid Time Off as service time after their last day worked unless authorization is received from Human Resources Leadership. Employees who do not complete their probationary period will not be eligible to receive a cash-out of their accrued Paid Time Off.

Grandfathered Employees Hired Prior to 12/20/1998

PTO balances over the 480 hour limit will be cashed out at the employee's current hourly rate during the first pay period of the payroll year. Subsequent accruals over the limit will be cashed out quarterly at the employee's hourly rate at the time of cash-out.

Sick Leave (SL)

Sick Leave is accrued based on an employee's hours paid. Accrued days as shown below are based on a full-time employee working 80 hours per pay period; part-time employees earn a proportional share of hours. Accrued Sick Leave may be used for employee or family member illness, injury or disability. Employee's Manager may require a physician's release is required prior to the return to work 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. Reasonable notice must be provided for the use of Sick Leave if the situation is foreseeable, and prior to the start of the employee's shift, if practicable.

Eligibility

Full or part-time, regular or limited duration employees who are regularly scheduled to work 21 or more hours per week.

Accrual Rates

Eligible employees shall accrue sick leave at the rate of .025 per hour per hour compensated. Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employee's shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year

Bank 2) Paid Sick Leave .025 will accrue as Paid Sick Leave per hour compensated, but not worked.

On January 1st of every calendar year Protected Sick Leave in excess of forty (40) hours will be transferred to bank 2.

Probationary employees shall accrue Paid Sick Leave, but may not use sick leave from bank 2 until they have successfully completed probation. In the event of illness, Sick Leave up to the accrued balance may be used after employment of at least 30 days.

Payment of Sick Leave at Termination

Upon termination 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 in effect at termination. Reinstatement of Sick Leave Upon Rehire or Transfer into a Sick Leave Eligible Job Unused, accrued Sick Leave will be reinstated upon rehire within 12 months.

Shared Leave

The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below in applicable Port policies covering shared leave of non-represented employees.

Washington 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 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.

Holidays

It is agreed there shall be ten (10) holidays each contract year for any eligible employee. These include:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Native American Heritage Day (day after Thanksgiving)

Christmas

Port Designated Floating Holiday in lieu of Veterans Day (generally the day before or after

Christmas, determined annually by the calendar and Human Resources)

Regular employees and Emergency hires will be eligible for holiday pay after employment on an emergency basis by the Port for thirty (30) calendar days or more. Holiday pay shall be eight (8) hours for those who work 5/8's shift and ten (10) hours for those who work 4/10's shift at the straight-time shift rate.

If a holiday falls during an employee's regular two-day rest period, the holiday shall be observed on the last normal workday preceding or the first workday following the normal days off, by mutual agreement. Work performed on holidays shall be at the time and one-half rate in addition to straight-time holiday pay.

Employees who are receiving PTO as service time must have a fully paid day before and after the holiday to be eligible to receive holiday pay for a designated holiday. If a holiday falls on Saturday, the Port will observe the holiday on the preceding Friday. If a holiday falls on Sunday, the Port will observe the holiday on the following Monday.

Paid Parental Leave

The Port agrees to provide Paid Parental Leave to regular, non-probationary employees for the term of this agreement. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. Changes and/or modifications to Paid Parental Leave shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Paid Parental Leave to the Union.

Bereavement

Bereavement leave may be granted for the death of family members; defined as the death of an employee's spouse or domestic partner, the employee's (or employee's spouse or domestic partner's) parent, child, step-child, sibling, grandparent, grandchild, aunt, uncle; or a sibling's spouse, domestic partner or child.

Employees who have been continuously employed for at least 30 days and are eligible for PTO/Sick Leave benefits are eligible for up to one (1) work week of bereavement leave.

Managers have discretion in granting bereavement leave, including how much leave to grant and if it can be taken intermittently. Considerations in granting bereavement leave include: the employees relationship to the deceased family member, travel to/from services, the employee's involvement in making funeral and/or burial arrangements and involvement in closing out the estate of the deceased family member.

Civic Duty

Leave for Jury Duty

Employees who serve on jury duty shall receive their full, regular Port compensation less any compensation from the court. Employees reimburse the Port for Jury Duty pay received from the court, excluding mileage and meal reimbursement, by personal check.

Subpoenaed Witness Leave

When an eligible employee is subpoenaed as a witness under circumstances which are determined by Human Resources leadership to be related to or involve the Port, the same pay conditions listed for jury duty shall apply.

Military Leave

With appropriate military orders, employees called for active training duty in the military (including weekend reserve drills for employees who normally work weekends) shall be allowed up to 21 working days of Paid Military Leave each Federal fiscal year (October through September) as provided in and limited by RCW 38.40.060.

Compensation during the period of such a leave shall not exceed that which would be required to cover the number of hours regularly scheduled. For absences that exceed 21 working days, employees may use PTO, and Leave Without Pay, prior to the exhaustion of PTO, shall be allowed at the employee's request.

In some situations, Port Supplemental Military Pay is available after the 21 days of paid military leave are exhausted to make up the difference between an employee's Port base pay and their military pay. Supplemental pay is available when an employee's guard or reserve unit is activated as a result of a Presidential Order or of a declared state of emergency at the State or National level.

Leave without Pay shall be provided by the Port to members of this bargaining unit as detailed in Port policy HR-5 Policy and Procedure (rev. 1/11/2018) and HR-5 Leave Addendum (rev. 1/11/2018), attached as Appendix B.

ARTICLE 20 - HEALTH AND WELFARE PLAN

Eligible employees shall be covered by the Medical, Life Insurance and Long-term Disability Insurance benefits described in paragraphs a, b, and c below.

Employees making contributions which maintain continuity of coverage for one or both types of benefits will be treated as though they have continued to work for purposes of eligibility for Hospital-Surgical-Medical benefits, or for the type of benefit for which continuity of coverage is maintained if it is maintained for only one of the two types of benefits.

a) Medical Insurance:

For October 2016 coverage, in September ~~2018~~~~2016~~ (based on August ~~2018~~~~2016~~ hours), the Employer shall pay one hundred percent (100%) of the split premiums for Machinist H&W Plan 15 for each employee who is compensated for eighty (80) hours or more for work covered by this Agreement. Premium amounts paid will be according to each employee's dependent / family election, regardless of Union membership. Such employees shall be enrolled in the following benefit plan currently provided by the Machinists Health & Welfare Trust Fund.

~~The Port agrees to pay one hundred percent (100%) of premiums for Machinist Plan 15 for Plan years 2016-2017 and 2017-2018.~~

Increases in premiums for Machinist Plan 15 for Plan year 2019-2020 shall be shared on a basis of medical coverage designation as follows:

Employee Only	\$25/month
Employee/Spouse or Child(ren)	\$50/month
Employee/Family	\$75/month

Increases in premiums for Machinist Plan 15 for Plan year August 2021 shall be shared on a basis of medical coverage designation as follows:

<u>Employee Only</u>	<u>\$35/month</u>
<u>Employee/Spouse or Child(ren)</u>	<u>\$70/month</u>
<u>Employee/Family</u>	<u>\$105/month</u>

BENEFIT	RATES – AUG 2018 2016 *	Plan Year 2019 2017 **	Plan Year 2020 2018 ***
Machinist H&W			

Plan 15			
Employee	\$ 659.77 588.33	\$ 659.77 TBD	TBD
Employee/Spouse	\$ 1484.47 1323.73	\$ 1484.47 TBD	TBD
Employee/Family	\$ 2078.58 1853.24	\$ 2078.58 TBD	TBD
Employee/Child(ren)	\$ 1253.58 1117.84	\$ 1253.58 TBD	TBD
Vision Services Plan 1	\$11.81	\$ 11.81 TBD	TBD

*Port to pay ~~2016-2017~~2018 Plan year rates above, per employee election, for coverage starting the month following execution of the agreement.

~~**Port to pay increases for following Plan year of 2017-2018.~~

~~***Port employee's share, per employee election as listed above, in Plan year 2018-2019.~~

This Trust Fund maintains a lag month eligibility system. Active employees who are compensated for at least 80 hours during a work month shall be eligible for coverage on the first day of the second month following the work month when contributions are made to the Trust Fund on their behalf. All payments to the Machinists Health and Welfare Trust Fund shall be paid on or before the 20th day of the month following the month of employment.

The Employer acknowledges receipt of and agrees to be bound by the Agreement and Declaration of Trust, and any amendments thereto, covering the Machinists Health and Welfare Trust Fund, and the Employer ratifies any action taken by the Board of Trustees. The Health and Welfare Trust Fund shall always be maintained as a tax-exempt joint labor-management Trust Fund and administered in accordance with its Agreement and Declaration of Trust and all applicable laws. The Employer accepts, as its representatives, the Employer Trustees serving on the Board of Trustees of the Health and Welfare Trust Fund and their duly appointed successors. Each Employer agrees to abide by all rules and regulations as may be established by the Board of Trustees pertaining to participation in the Health and Welfare Trust Fund.

~~The Employer will continue to pay contributions for a regular employee who is off work due to an industrial injury for a maximum of six (6) months beyond the point in time which the employee no longer qualifies under the above criteria for Employer provided Health & Welfare benefits.~~

Notwithstanding the forgoing provisions, if any employee should be disentitled to any benefits under the Health and Welfare Plan by reason of the Employer's delinquency in the payment of contributions, the Employer shall be liable to such employee in a civil action for the full amount of the benefits which the employee lost, together with reasonable attorney's fees and costs. Acceptance or collection of delinquent contributions by the Board of Trustees shall not absolve the Employer of this liability.

b) Life Insurance:

On the first of the month following the date of hire or date of hire if hired on the first day of a month, eligible employees and their eligible dependents shall receive life insurance benefits in the amount of two (2) times their annual base

rate and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with insurance companies or agencies selected by the Port to provide such benefits. Employees shall also be covered by the Accidental Death and Dismemberment policy provided by the Port. The content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union.

c) Long-term Disability:

On the first of the month following the date of hire or date of hire if hired on the first day of a month, eligible employees shall receive long-term disability coverage. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. The content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union.

The Port shall continue to pay the PERS contribution per Port policy.

Deferred Compensation: Effective upon ratification, full-time, eligible employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures or to any other provisions of this Agreement or to negotiation by the Union.

ARTICLE 21 - DENTAL PLAN

The Port shall pay each month (\$174.46 through 9/2016) into the Northwest I.A.M. Benefit Trust Fund the amount necessary to fund Plan "125" for each regular employee who is compensated for eighty (80) hours or more in the preceding month, for the purpose of providing a dental care program for the employees covered by this Agreement. The Port agrees to increase its contribution per employee at the time and in the amount determined necessary by the Trustees of the Plan to maintain the present level of benefits. The details of the program will be determined by the Board of Trustees of the Northwest I.A.M. Benefit Trust Fund in accordance with the Trust Agreement

creating the Trust Fund. The Port and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representative the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

- a) The contribution shall be paid to the Trust Fund by the 20th day of the month following the month in which the contributions were earned. The Trust Fund will furnish transmittal forms.
- b) The failure of the Port to make the required contributions may result in a collection action by the Board of Trustees and, in such action; the Port shall be obligated to pay liquidated damages, costs and attorney's fees, as provided in the Trust Agreement
- e) ~~Effective in Plan year 2018-20202019, increases to the IAM Plan "125" Dental plan shall be paid by employees through payroll deduction. The~~ the Port shall pay 100% of the monthly premium. ~~contribution in Plan years 2016-2017 and 2017-2018~~

ARTICLE 22 – PAYROLL DEDUCTIONS

Payroll deductions shall be made as specifically required by Federal, State, or Municipal laws. In addition, the Port and the Union agree that deductions for the Machinists' Credit Union, MNPL, Guide Dogs of America, and Union dues may be implemented if appropriately authorized by the employee in accordance with Port payroll procedures.

ARTICLE 23 - UNIFORMS

All uniforms or specified wearing apparel necessary in the performance of their work shall be furnished, laundered, or cleaned by the Port at no cost to the employee.

ARTICLE 24 - RELIEF PERIOD

Employees shall be entitled to a fifteen (15) minute relief period around the midpoint of each half shift, having due regard for the continuity and nature of the work being performed.

ARTICLE 25 - NON-DISCRIMINATION

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

Any use of the masculine gender in the language of this Agreement is intended to apply to both sexes.

The Port and the Union agree to take the necessary steps to remain in compliance with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA). It is further agreed that leave available under FMLA will not necessarily run concurrently with other paid leave available under this Agreement.

ARTICLE 26 - NO STRIKES

The Port is a Municipal Corporation of the State of Washington. Under State law, employees and labor unions do not have the right to strike or picket or engage in other similar activities against a governmental unit such as the Port. Accordingly, the Union recognizes the State law and agrees that neither the Union, the employees it represents, its members, nor others acting for and on its or their behalf, will at any time engage in any strike, picketing, stoppage of work, slow-down, or similar activity against the Port, whether or not this Agreement is in effect.

ARTICLE 27 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Port and the Union and no oral statement shall add to or supersede any of its provisions.

The Port and the Union acknowledge that during negotiations, each had the unlimited right and opportunity to make proposals and bring forth past practices related to subjects of collective bargaining. The results of those negotiations are set forth in this Agreement. For the term of this Agreement, the Port and the Union give up their right to oblige the other party to bargaining with respect to any subject discussed in negotiations whether or not specifically referred to or covered in this Agreement.

ARTICLE 28 - NEW EMPLOYMENT ORIENTATION

The Union, through a Union Member, Shop Steward, or Union Representative shall at a mutually agreeable time with the employer have up to thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s).

ARTICLE ~~29~~28 - DURATION OF AGREEMENT

The provisions of this Agreement shall become effective, January 1, ~~2019~~2016 except as otherwise provided herein, and the term of this Agreement shall continue until December 31, ~~2021~~2018.

The parties agree to begin bargaining a successor collective bargaining agreement no later than November ~~2021~~2018. Upon notice being given, the parties shall enter into negotiations and the period from and after the giving of the notice shall be used for negotiating a new agreement.

DATED this _____ day of _____, ~~2019~~2016.

PORT OF SEATTLE

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,
DISTRICT LODGE NO 160,
LOCAL LODGE NO. 289

BY: _____
Stephen P. Metruck
~~Chief Executive- Director~~ Officer

BY: _____
~~Brandon Hemming~~ Tommy Hunt
Business Agent

APPENDIX A: WAGE RATES

Sal Plan	Step Description	Eff. Date	New Hourly Rate
PIV	Probationary Rate	1/1/2019 Upon implementation	\$28.98 <u>25.11</u> (97%)
PIV	DC Inventory Specialist	1/1/ 2019 <u>16</u>	\$29.88 <u>25.88</u> (100%)
PIV	DC Inventory Specialist, Lead	1/1/ 2019 <u>16</u> 5% premium to implementation of Article 14 (b), see below	\$27.17 <u>31.37</u>
PIV	DC Inventory Specialist, <u>Working</u> Lead	1/1/2019 Upon Implementation - Per Article 14 (b) <u>10% premium</u>	\$28.47 <u>32.87</u>

~~Effective January 1, 2016 employees shall receive the sum of a 1.2% CPI increase and a 1.8% market adjustment.~~

~~Upon implementation a sum of \$800 shall be paid as a one-time lump sum to each bargaining unit member on the payroll at the time of implementation.~~

Effective January 1, ~~2019~~ 2017, the DC Inventory Specialist rate shall increase by the sum of one hundred percent (100%) of the percentage increase in the CPI-U Seattle/Tacoma/~~Bellevue~~ Bremerton October ~~2015~~ 2017 – October ~~2018~~ 2016 and 1.03% (market rate adjustment).

Effective January 1, ~~2018~~ 2020, the DC Inventory Specialist rate shall increase by the sum of one hundred percent (100%) of the percentage increase in the CPI-U Seattle/Tacoma/~~Bellevue~~ Bremerton October ~~2018~~ 2016 – October ~~2019~~ 2017 and 1.02-2% (market rate adjustment).

Effective January 1, 2021, the DC Inventory Specialist rate shall increase by the sum of (100%) of the percentage increase in the CPI-U Seattle/Tacoma/ Bellevue October 2019 – October 2020, with a 0% minimum and a 6% maximum plus 1.0% (market rate adjustment).

Full retro from the expiration of the contract.