

MAINTENANCE AGREEMENT ADDENDUM

between

THE PORT OF SEATTLE

and

**THE SEATTLE BUILDING AND CONSTRUCTION
TRADES COUNCIL**

and

1965 LETTER OF AGREEMENT

Signed on behalf of

**THE SEATTLE BUILDING AND CONSTRUCTION
TRADES COUNCIL**

and its

AFFILIATED LOCALS

and

THE PORT OF SEATTLE

JANUARY 1, 2019 – DECEMBER 31, 2021

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MAINTENANCE AGREEMENT ADDENDUM

Between

THE PORT OF SEATTLE

and

THE SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL

This Agreement made and entered into by and between the Port of Seattle (hereinafter referred to as the Port) and the Seattle/King County Building and Construction Trades Council and its affiliate local unions signatory hereto (hereinafter designated as the Union) on January 1, 2019 is for the purpose of establishing wages, hours of work, terms and condition of employment and other items deemed important by the parties.

ARTICLE 1 UNION RECOGNITION

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

ARTICLE 2 MANAGEMENT RIGHTS

The Port retains all rights except as those rights are limited by the subsequent Articles of this Agreement or applicable law. Nothing anywhere in this Agreement (for example, but not limited to the Recognition and/or Grievance Articles) shall be construed to impair the right of the Port to conduct all its business in all particulars except as modified by the subsequent Articles of this Agreement.

ARTICLE 3 MAINTENANCE OF MEMBERSHIP

- A. **Recognition** - The Port recognizes the Union as the exclusive bargaining representative of all employees whose job classifications covered by this agreement.
- B. **Membership Rights** - All employees working in the bargaining unit shall have the right to become a union member upon hire. Whenever possible, supervisors and managers who

supervise represented workers will refer all questions from employees about union membership directly to the union.

- C. **Automatic Payroll Deduction** - Upon receipt of written authorization individually signed by the employee, the Port will deduct from the pay of such employee the amount of dues and initiation fees as certified by the Union. The Port shall transmit such fees to the Union once each month on behalf of the members involved.
- D. **Dues Deduction Cancellation** - An employee may cancel their payroll deduction of dues and fees by written notice to the Union and to the Port. The Port will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice.
- E. **Indemnification** - The Union will indemnify and hold the Port harmless against claims made and against any suit instituted against the Port on account of check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 4 SPECIAL AGREEMENTS

It is agreed that the Port of Seattle and individual local unions affiliated with the Seattle Building and Construction Trades Council may execute separate special agreements regarding special conditions not covered by this Maintenance Agreement Addendum or area construction agreements. Such special agreements may supplement this Maintenance Agreement Addendum or the 1965 Letter of Agreement or the applicable area labor agreement. All addendum or special agreements between the Port and an individual union shall be subject to approval of Seattle/King County Building and Construction Trades Council.

Appendices shall be located at the end of this Agreement.

ARTICLE 5 DEFINITION OF EMPLOYEE

- A. **Regular Employees**: Regular employees shall mean those employees who have been hired by the Port as Full time Equivalents (FTE's) in accordance with the Port's required posting and selection procedures.
- B. **Apprentices**: Apprentice employees are those employees who are registered with the State of Washington and are participating in a State approved training program administered by a State approved joint labor-management committee.

- C. **Emergency Employees:** Emergency employees shall mean those employees who have been hired by the Port to meet temporary needs. Such employees are hired without the necessary posting requirements to qualify them for regular employment. The employment period for an emergency employee shall not exceed one hundred eighty (180) calendar days between employment and termination.

- D. **Limited Duration Employees:** Limited duration employees are created for mitigation seasonal work at the Airport anticipated to last a minimum ninety (90) days in a position with a planned end date. Such employees are hired without the necessary posting requirements that qualify them for regular employment.

ARTICLE 6 HIRING NOTIFICATION

- A. **Notification of Vacancies:** The Port will advise the Council as well as the appropriate affiliated local union at the time of any employment postings.

- B. **Notification of Employees Hired:** The Port shall advise the Council and the appropriate affiliated local union of the names, work email address (if available), job classification, FTE status, and work location of Port employees covered by this Addendum within seven (7) calendar days following the date of employment.

ARTICLE 7 TERMS AND CONDITIONS

The terms and conditions of this Maintenance Agreement Addendum interpret and supplement Appendix C. Item 2 of the Appendix C shall be interpreted as indicated in A., B. and C. below.

- A. **Port Rate:** The Port shall pay, on an hourly basis, to all regular journey level employees an hourly rate equal to 88% of the construction rates as defined by the labor agreements between the Unions and their construction contractors. This shall not apply under circumstances defined by paragraphs B. and C. below. Effective upon ratification all employees will receive a lump sum of \$1000 per employee payable the first pay period after execution of the contract.

Prior to ratification, Crew Chiefs (was formerly Foreman) rates and rates for other classifications shall be adjusted accordingly, keeping their existing relationships to Port journey level rates.

Effective upon ratification of the agreement by the parties, the calculation of Crew Chief/Foreman pay will be fifteen percent (15%) above the highest paid classification of regular employees supervised under this Maintenance Agreement (Laborers [Local 242], Operating Engineers [Local 302], Painters [IUPAT, Council 5], Plumbers/Pipefitters

[Local 32], Sheet Metal Workers [Local 66], Sign Painters [IUPAT, Local 1094], and Sprinkler Fitters [Local 699]).

General Foreman pay will be calculated at ten percent (10%) above the highest paid classification and highest paid Crew Chief/Foreman including shift differential.

No employee covered under this agreement will experience any wage decrease due to the adoption of new Crew Chief/Foremen pay and General Foremen calculation **at execution and implementation**. Crew Chief/Foremen and General Foremen covered by this Agreement at execution and earning above the new formula shall be RED CIRCLED at their current rate, **with increases applied through the term of the Agreement**. If an Emergency Hire is removed from their crew, so that they are no longer supervising Emergency Hires, the new calculation shall go into effect for future rate calculations.

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

New employees hired into regular status positions shall serve a six (6) month probationary period. During this probationary period an employee may be relieved of duty without recourse to the arbitration procedure. In the event a probationary employee is terminated a probationary termination letter will be sent to the hiring hall and shall serve as a no-rehire letter. Employees hired into regular positions who have served in emergency hire status in six (6) months of the last eighteen (18) months shall be considered to have served their probationary period.

- B. **Termination Pay:** A regular employee who is terminated because of lack of work, or a cut back in the number of employees, who has worked less than one year will be paid off at the construction wage rate starting at the date of employment, for the time worked less payment received for holidays and vacations. Such adjusted construction wage rate termination payments shall be limited to employees who are laid off solely due to reduction in force.
- C. **Construction Conditions for Emergency Hires and Limited Duration:** All emergency and limited duration employees hired by the Port shall be paid on a per diem basis at the construction rate with fringe benefits as provided for in respective area construction agreements.
- D. **Apprenticeship:** The Port and the Union agree that it is important to have a highly trained work force. To this end the Port agrees to work with the individual local unions on developing policies promoting the employment of apprentices as part of the work force covered by this Agreement.

ARTICLE 8 WORK WEEK/WORK DAY

- A. **A normal workweek shall be defined as:**

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

B. A standard workday shall be defined as:

1. Eight and one-half (8-1/2) consecutive hours of which a meal period of one-half (1/2) hour would be included on the employee's time, or
2. Ten and one-half (10-1/2) consecutive hours of which a meal period of one-half (1/2) hour would be included on the employee's time.
3. A thirty (30) minute meal period shall be granted after four (4) consecutive hours of an eight (8) hour shift and after five (5) consecutive hours of a ten (10) hour shift.

C. The workweek may be changed or modified to meet operational requirements as provided in the uptown agreements. Any changes will occur only after consultation with the Union involved.

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

**ARTICLE 9
OVERTIME**

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

Unless otherwise agreed with the Port, other premium rates will be the same as those set in the various construction agreements.

**ARTICLE 10
SHIFT DIFFERENTIALS**

A. **Day Shift:** Day shift shall be the nearest starting time to 8:00 a.m.

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

**ARTICLE 11
BUSINESS REPRESENTATIVE ACCESS**

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

**ARTICLE 12
SHOP STEWARDS**

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

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

**ARTICLE 13
FRINGE BENEFITS**

- A. **Benefit Coverage:** The Port shall continue to provide benefits coverage under the conditions set forth in the appropriate local union's construction labor agreement in the same amount and manner

now in effect or hereafter modified during the term of this Agreement which has been historically followed by the Port. Fringe benefit contributions, with the exception of pension as noted in C below, shall not be made on vacation hours paid, on holiday paid hours, or on bereavement paid hours not worked. However, contributions shall be made on holiday hours worked.

- B. Trust Agreements: The Port and the appropriate Unions adopt and shall be bound by the terms and conditions of such trust or trusts as set forth in the current area construction agreements. The action heretofore or hereafter performed by the Trustees of such trust or trusts are hereby adopted by the Port and the appropriate Unions. Fringe benefit contributions with the exception of pension as noted in C below, shall not be made on vacation hours paid or on holiday paid hours not worked. However, contributions shall be made on holiday hours worked.
- C. Pension Benefits: Effective upon implementation, the Port agrees to pay the base hourly pension contribution rates on behalf of regular employees to the respective pension trusts as negotiated under each signatory unions construction area agreement on all compensated hours. This agreement is a change from the prior agreement that provided for contributions on hours worked plus ten (10) hours per month.

In the event that a union pension plan comes under a mandatory funding improvement plan, the Building Trades Council and signatory union agree to open the contract to negotiate the impacts of the funding improvement plan with the Port.

- D. Health and Welfare: Signatory unions and the Building Trades Council will assist the Port in acquiring information from the medical benefits trusts to insure that the Port is in compliance with the Affordable Care Act.

ARTICLE 14 DEFERRED COMPENSATION

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 the Maintenance Agreement Addendum or 1965 Letter of Agreement, the Area Construction Agreements, or to negotiation by any Union.

ARTICLE 15 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.

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

ARTICLE 16 HOLIDAYS

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25
Three Employee Designated Floaters	To be taken any time during contract year

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

- B. **Other Holiday Observance Considerations:** Whenever any of the above holidays falls on a regular employee's normal day off, either the last scheduled workday of the employee's previous workweek or the first scheduled workday of the following week shall be observed as the holiday and paid for accordingly. In such an instance the Port shall decide whether the last preceding workday or the first workday of the following week is to be observed.
- C. **Holiday Pay Rate and Qualifications:** Each regular employee shall receive eight (8) or ten (10) hours' holiday pay at his/her hourly (day shift) rate of pay for the holidays designated in A. above, provided:
1. The employee has been employed by the Port as a regular employee for thirty (30) calendar days.
 2. That the regular employee worked the regularly scheduled workday prior to, and the first scheduled workday following the holiday. Exceptions will be made in cases where absence on the workdays prior to or following was due to:

- a) An industrial injury sustained in the course of his/her employment,
- b) A bona fide illness covered by a protected leave and when the employee has not been off as a result of such injury or illness for a period of more than two (2) weeks preceding such holiday. Employees who are absent due to an industrial injury on the holiday and who receive Washington State Workers' Compensation for the date of the holiday shall not additionally receive holiday pay,
- c) Port-related court appearances as confirmed by Port counsel,
- d) Jury duty when jury service occurs on the employee's regularly scheduled shift,
- e) Military leave,
- f) Non-Port related court appearances should be reviewed on a case-by-case basis and may not be qualifying. However, appearance as a subpoenaed prosecution witness would be qualifying (date subject to confirmation by counsel of record),
- g) When leave without pay is scheduled the day before or the day after the holiday, and provided the leave is approved by management at least forty-eight hours in advance,
- h) Other absences not covered by this article, which occur while the employee is on leave without pay, would be disqualifying.

- D. **Holidays and Vacations:** If a holiday falls within the vacation period of a regular employee, the employee shall be paid as set forth above for such holiday, provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's vacation.
- E. **Pay for Time Worked on Holidays:** Regular employees who perform work on any of the above holidays shall be paid, in addition to holiday pay, the actual time worked at the overtime rate; however, the minimum shall be four (4) hours at the overtime rate of pay.
- F. **Holiday Pay for Shift Workers:** Regular employees, normally working shift will be paid at the rate of the shift rate to which the employee is assigned.
- G. **Accumulation of Floating Holidays:** Regular employees will be permitted to accumulate "Employee Designated floaters" and may carry from year to year a maximum of forty (40)

hours. Any hours in excess of forty (40) not used by the end of a given year will be forfeited.

ARTICLE 17
PAID TIME OFF and SICK LEAVE

A. **Rates of Accrual:** Paid time off for regular employees is earned as follows:

From Date of Hire Through 59th Month: Based on the first day of employment, from the first full month to and including the fifty-ninth (59th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .07538 per compensated straight time hour (.07538 x 2080 annual hours = 156.79 hours per year).

From the 60th Month Through 119th Month: From the sixtieth (60th) full month to and including the one hundred nineteen (119th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .09462 per compensated straight time hour (.09462 x 2080 annual hours = 196.81 hours per year).

From the 120th Month Through 179th Month: From the one hundred twentieth (120th) full month to and including the one hundred seventieth (179th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .10423 per compensated straight time hour (.10423 x 2080 annual hours = 216.80 hours per year).

After 180th Month: After completion of fifteen (15) years of continuous employment starting with the one hundred eightieth month, regular employees shall accrue paid time off at the rate of .11385 per compensated straight time hour (.11385 x 2080 annual hours = 236.81 hours per year).

B. **Limits on Accumulating Paid Time Off:** Paid time off accumulation shall be limited to four hundred and eighty (480) hours. Departmental management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of paid time off.

C. **Paid Time Off for Shift Workers:** Regular employees normally working shift will be paid at the rate of the shift rate to which the employee is assigned, provided the employee works more than fifty percent (50%) of their hours on such shift.

D. **Scheduling of Paid Time Off:** Paid time off assignments will be made at the Port's discretion, following six (6) months of continuous service. A reasonable method for giving due consideration to the employee's requests will be developed by management for paid time off schedules.

- E. **Layoff:** Employees who are laid off or without work through no fault on the part of the employee will not suffer a break in length of service for paid time off purposes provided they are rehired within six (6) months of the date of the layoff. However, no paid time off will accrue during that period of time.
- F. **Same-Day Call Ins:** Non-protected (e.g. FMLA, WPSL, FCA) same day call-ins shall be limited to five instances per rolling calendar year. Continuous consecutive days subsequent to the call in shall only count as one call in.
- G. **Physician's Release:** If an employee is absent longer than two weeks due to illness surgery or accident, or has experienced hospitalization of any kind, the employee has the responsibility to report the illness, injury or accident to his/her manager at the first opportunity, and he/she is required to submit a physician's release as fit for duty to the manager prior to returning to work. Physician's releases with restrictions (i.e. – light or limited duty) will be considered on a case-by-case basis, and while not guaranteed, accommodations will be examined.
- H. **Leaves of absence without pay:** Leaves of absence without pay (LWOP) will be approved on a case-by-case basis, based on the needs of the work group. Requests for leave without pay are not guaranteed time away from the work place and will not be authorized unless all appropriate paid leave accruals have been exhausted. When the absence is for personal reasons, all paid vacation leave and floaters must have been exhausted first. Authorization of LWOP requests will be considered on a case-by-case basis, with consideration of workload and personal circumstances. LWOP will be limited to forty (40) hours per calendar year, with allowance for special considerations at management's discretion.
- I. **Paid Time Off Accruals for Emergency Hires Who Become Regular Employees:** Emergency hires who become regular employees shall have their hire dates adjusted by the time employed as emergency hire during the previous one hundred eighty (180) calendar days for the purposes of determining accrual rate but shall not earn accruals for time spent as an emergency hire. The total calendar time period including weekends shall be used to compute the adjusted date of hire for an individual who was originally employed as an emergency hire but in no case shall the adjusted date of hire as a regular employee be more than one hundred and eighty (180) days.
- J. **Voluntary Cash-Out of Paid Time Off Hours:** Effective upon ratification, employees may cash-out paid time off (PTO) according to the limits and procedures for the cash out of PTO as applied to non-represented employees. The Union shall be notified of changes to the limits and procedures affecting PTO cash out. Upon ratification and through the end of the year in which ratified **only**, employees in the bargaining unit may request and receive a one-time PTO cash out without penalty.
- K. **Sick Leave:** Sick Leave for employees is earned as follows. Accrued time as shown below are based on an employee's hours worked during a 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. See below for further information. 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.

Regular 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. Employees 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.

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

On the first pay stub of each calendar year Protected Sick Leave (if any) in excess of forty (40) hours will be transferred to Bank 2. Unused Sick Leave in Bank 2 shall accumulate in a bank of no more than four hundred eighty (480) hours. There is in limit on the amount on the amount of Washington Protected Sick Leave that may be accrued in a calendar year.

Emergency Hires, Limited Duration Employees, and Apprentices shall be entitled to accrue and utilize Washington Protected Sick Leave in accordance with the minimum requirements of the Washington Paid Sick Leave Law.

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).

Unused, accrued Washington Paid Sick Leave will be reinstated upon rehire within twelve (12) months subject to the provisions above.

Upon termination or retirement immediately following five consecutive years of active employment with the Port of Seattle, an eligible employee shall be compensated for 50% of his or her Protected Sick Leave and Sick Leave accrued balance at the employee's hourly

rate of pay in effect at termination or retirement.

PAID FAMILY LEAVE

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

ARTICLE 18 PAID PARENTAL LEAVE

The Port shall provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. The Port may change or modify its Paid parental leave policy and/or procedure. If the Port desires a change/modification the Port agrees to provide the Council and signatory unions with advance notice of any change.

ARTICLE 19 BEREAVEMENT LEAVE

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

ARTICLE 20 LABOR/MANAGEMENT

The parties recognize it is in their best interest to develop and maintain a good on-going working relationship that promotes further development of trust, communication and cooperation. Therefore the parties agree to establish a Labor/Management Committee for the purpose of developing a cooperative problem-solving forum on issues of common concern. It is understood

and agreed that the Labor/management Committee has no authority to amend or negotiate the labor Agreement.

AGREEMENT 21
SETTLEMENT OF DISPUTES, DISCHARGE, SUSPENSION

- A. **Strikes and Lockouts:** In recognition of the Port's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages or similar activities to impede the Port's operation.

- B. **Resolution of Disputes:** The parties shall in good faith work jointly toward resolution of disputes. If any dispute cannot be settled at the plant (shop) level, it shall be reduced to writing and referred to a representative of the Union and the Port. If the Port and the Union representatives are unable to reach agreement within two weeks, the dispute may be referred by either party to a mutually acceptable arbitrator within thirty (30) days. If agreement cannot be reached for arbitrator selection, the Federal Mediation and Conciliation Service shall appoint an arbitrator. The decision of the arbitrator shall be final and binding, and shall be limited by the terms and provisions of this Addendum or of the applicable agreements referenced by this Addendum. The cost of arbitration shall be shared equally by the Union and the Port.

- C. **Union Representation:** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Union shall be the exclusive representative of the employee(s) involved.

- D. **Discharge or Suspension for Just Cause:** The Port may discharge or suspend any employee for just and sufficient cause. With the exception of a discharge or suspension for gross misconduct, no regular employee shall be discharged or suspended unless a written notice shall previously have been given to such employee of a complaint against the employee concerning the employee's work or conduct. Discipline to be considered valid shall be issued in writing within thirty (30) working days of the date of violation or knowledge of the violation. Should the employer request an extension of time for further investigation, such thirty (30) work day period shall be extended for purposes of that investigation. In cases of gross misconduct, such as, but not limited to, instances involving theft, physical assault, racial harassment or sexual harassment maybe subject to, immediate discharge or suspension may be accomplished without a prior warning notice. Warning notices must be timely.

With the exception of a discharge or suspension for gross misconduct or a disciplinary investigation in which an extension of time is requested by the employer, any disciplinary action shall be null and void unless issued in writing and given to the employee and sent to the Union within thirty (30) working days of such violation. (If the employee is unavailable, the warning notice may be sent to his/her last reported home address.)

- E. **Written Warnings:** A copy of a warning notice shall be sent to the local union at the time it is given to the regular employee.
- F: **Protest of Discharge, Suspension, or Written Warnings:** Any regular employee may request an investigation of his/her discharge, suspension, or warning notice; and the Union shall have the right to protest any such discharge, suspension, or warning notice. Effective upon ratification of the agreement by the parties, any such protest shall be presented to the Port in writing within twenty (20) working days after the discharge, suspension, or warning notice; and if not presented within such period, the right of protest shall be waived.
- G. **Notice of Discharge:** The Port shall give to a discharged regular employee a written notice of termination and at the same time send a copy to the local union involved.

**ARTICLE 22
SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, or if any provision of this Agreement becomes impacted because of a change in Port Personnel policy, the remaining provisions and their application shall not be affected thereby. Provided, however, upon such invalidation or change in Personnel policy the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to.

**ARTICLE 23
OUTSIDE AGREEMENTS**

The Articles and Appendices of this agreement and any understandings related hereto comprise the fundamental agreement of the parties. Any items not amended by this agreement or otherwise interpreted by the parties are covered in the appropriate uptown outside agreements.

**ARTICLE 24
SAFETY SHOES**

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

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

ARTICLE 25
FLEXIBLE SPENDING ACCOUNT

Employees shall be eligible for participation in the Port of Seattle's Flexible Spending account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance or to any other Provision of this Addendum or to negotiation by the Union.

ARTICLE 26
BI-WEEKLY PAY

Pay shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees. Effective upon ratification of the agreement by the parties, as a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

In accordance with RCW 49.48.200 the Port shall negotiate the amount of any alleged overpayment with the Union prior to adoption of a repayment schedule and any monies deducted from an employee's pay. This Article is subject to Article 20, Settlement of Disputes, Discharge, Suspension.

If the Port makes a payroll error resulting in an employee being owed one-hundred dollars (\$100.00) or more in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within five (5) business days (for the purposes of this Article, business days shall be defined as Monday, Tuesday, Wednesday, Thursday, and Friday). If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross pay, the Port will include the pay correction on the employee's next regular pay check.

If an employee is overpaid in the amount of one hundred dollars (\$100.00) or less, the employee will pay back the Port on the employee's next regular pay check. If an employee is overpaid in the amount of between five hundred dollars (\$500.00) and one hundred and one dollars (\$101.00), the employee will pay back the Port in four (4) payments, taken out of the next four (4) paychecks. If the amount of overpayment is more than five hundred dollars (\$500.00), the Port shall negotiate the repayment of the overpayment with the Union, consistent with RCW 49.48.200.

ARTICLE 27
EFFECTIVE DATE AND DURATION

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

Signed this ____ day of _____, 2019.

FOR THE SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL
AND ITS AFFILIATED UNIONS:

By _____
Monty Anderson
SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

By _____
Toby Hoffman
International Union of Painters and Allied Trades District Council 5

By _____
Toby Hoffman
IUPAT Sign Painters Local 1094

By _____
Jeffery J. Owen
United Association of Plumbing and Pipefitting Industry, Local No. 32

By _____
Timothy G. Carter
Sheet Metal Workers International Association, Local No. 66

By _____
Dale Cannon
Laborers Local Union, Local No. 242

By _____
Ron Dahl
International Union of Operating Engineers, Local No. 302

By _____
Stanton Bonnell
UA Sprinkler Fitters, Local No. 699

FOR THE PORT OF SEATTLE

By _____
Stephen P. Metruck, Executive Director

APPENDIX A
OPERATING ENGINEERS LOCAL 302

APPENDIX B
AIRPORT -LOCAL 242 LABORERS
Memorandum of Understanding
By and Between
Port of Seattle
And
Laborers Local Union 242

AIRPORT -LOCAL 242 LABORERS

Pursuant to Article IV - Special Agreement of the Maintenance Addendum Agreement between the Port of Seattle and the Seattle Building and Construction Trades Council, the following agreement is entered into by the Port of Seattle and Laborers Local Union 242.

Aviation Field Crew

The purpose of this MOU is to establish terms and conditions of employment specific to Laborers performing aviation field crew work that deviate from the express terms of the Western/Central Washington Master Labor Agreement between the Associated General Contractors of Washington and the Washington and Northern Idaho District Council of Laborers (Local 242 Labor Agreement) and the Maintenance Addendum.

1. All overtime will be paid at double time (2) the basic rate, in accordance with an agreement that the travel time and pay premiums for jack hammer and sewer work provisions in the per the terms of the Western/Central Washington Master Labor Agreement between the Associated General Contractors of Washington and the Washington and Northern Idaho District Council of Laborers (Local 242 Labor Agreement) will be waived for heavy, highway, and engineering project work outside the city.
2. Aviation Field Crew Laborers have multiple shift/split workweek shifts with days off other than Saturdays and Sundays. the Parties agree to the following:
 - a. When contract specifications require that the work can only be performed on weekends, employees may be worked at straight time rates provided that they be allowed two (2) consecutive days off each week.
 - b. In the event that employees work more than five (5) consecutive days in any one week; the sixth (6th) day shall be paid for at double (2) the basic rate; and the seventh (7th) day shall be paid for at double (2) the basic rate.
3. Crew Chiefs differential (Foremen's differential) shall be in addition to the shift premium of the highest shift over which the Crew Chief has direct responsibility

(highest shift differential plus Foremen's differential). This adjustment applies only during the time the specific job assignment (Crew Chief) is performed.

Aviation Field Crew Hiring Procedures

The purpose of this MOU is to clarify terms and conditions of employment for new hire Aviation Field Crew Laborers in Aviation Maintenance.

1. Obtaining and maintaining a Department of Transportation (DOT) Commercial Drivers License (CDL) shall be a condition of employment.
2. All new hires that do possess a CDL driver's license must pass a pre-employment drug test prior to being hired at the Group N POS rate identified in the POS Maintenance Addendum.
3. All new hire selectees that do not possess a CDL driver's license shall be hired as a probationary employee at the Uptown AGC Group III rate and must obtain their CDL within 6 months and pass the required pre-employment drug test prior to being considered for regular/FTE status, failure to get their CDL or pass pre employment drug test will result in immediate termination.
4. The Port shall provide the equipment and training necessary to obtain a CDL drivers license for a period of six (6) months.
5. New hires (non CDL) who successfully obtain a CDL and pass the pre- employment drug test shall immediately receive an increase in pay to the Group IV POS rate identified in the POS Maintenance Addendum.

Aviation Garage Maintenance Workers and Bus Maintenance Workers

The purpose of this MOU is to clarify terms and conditions of employment for Laborers Garage Maintenance Workers and Bus Maintenance Workers in Aviation Maintenance.

Based on the duties and responsibilities assigned to the Garage Maintenance Workers and Bus Maintenance Workers, the parties agree the wage shall be:

Effective June 1, 2019: \$28.58

Effective June 1, 2020: \$32.00

Effective June 1, 2021: rate will be equal to 88% of Laborer group III rate

MARINE MAINTENANCE - LOCAL 242 LABORERS

Storm Water Best Management Practice Compliance Monitoring - Cruise

The purpose of this MOU is to establish terms and conditions of employment specific to Laborers performing seasonal Best Management Practice Compliance Monitoring during cruise season that deviate from the express terms of the Western/Central Washington Master Labor Agreement between the Associated General Contractors of Washington and the Washington and Northern Idaho District Council of Laborers (Local 242 Labor Agreement) and the Maintenance Addendum.

The parties to this Memorandum of Understanding agree as follows:

1. A regular Friday through Monday weekly work schedule may be established during cruise season consisting of four (4) ten (10) hour days from 6 am to 4:30 pm.
2. This schedule shall be assigned to a Local 242 Laborer performing best management practices monitoring as part of the Storm Water Pollution Prevention Plan - SWPPP Team
3. Employees assigned to this schedule will work at straight time rates provided any work performed over 40 hours in a week will be compensated at time and one- half (1½) the basic rate; and any work performed on a Saturday will be compensated at time and one- half (1½); and any work performed on a Sunday will be compensated at double (2) the basic rate.

Clean Team

The purpose of this agreement is to clarify conditions specific to Laborers assigned to the Marine Maintenance Clean Team that deviate from the express terms of Local 242 Labor Agreement and the Maintenance Addendum.

The parties to this Memorandum of Understanding (MOU) agree as follows:

1. Laborers assigned to the Marine Maintenance Clean Team shall not have union dues deducted from their paychecks.
2. Laborers assigned to the Marine Maintenance Clean Team shall not have Qualstar contributions deducted from their paychecks.
3. Consistent with the June 19, 1996 agreement covering Fishermen's Terminal Janitorial Service only, the Parties agree to the following:
 - a. When contract specifications require that the work can only be performed on weekends, employees may be worked at straight time rates provided that they be allowed two (2) consecutive days off each week.
 - b. In the event that employees work more than five (5) consecutive days in any one week, the sixth (6th) day shall be paid for at time and one-half (1½) the basic rate and the seventh (7th) day shall be paid for at double (2) the basic rate.

- c. For all Port recognized paid holidays, except Labor Day*, the Marine Maintenance Clean Team will collaboratively schedule holiday work and alternate holidays off within the same pay period, with coordination and oversight provided by the Clean Team Crew Chief.
 - d. Crew members working on a holiday will be compensated at the double time rate of pay, per the terms of the Local 242 Labor Agreement.
 - e. Crew members who take an alternate day off within the same pay period, either preceding or following their normal days off in lieu of the holiday-worked, will be compensated at the straight time rate of pay for the alternate day off.
4. Consistent with the April 6, 1999 Clean Team Flex-time Agreement, the Parties agree to the following:
- a. Clean Team members may voluntarily work a ten hour a day, four day a week shift that is different than specified in the Local 242 Labor Agreement and the Maintenance Addendum Agreement. The intent is to accommodate requests made by employees, not by the Port.
 - b. The Port will pay no penalty pay for allowing workers to select such a shift.
 - c. If either the union or the Port finds that this arrangement is no longer satisfactory, it is agreed that the Clean Team can be revisited.
 - d. It is confirmed that the Port will pay according to the Maintenance Addendum contractual provision that allows for work that cannot be done during regular work hours to be done at other times for regular day rate pay. The Clean Team Laborers will continue to be paid the regular, straight time day rate.

This Memorandum of Understanding will be effective through the expiration of the successor agreement to the January 1, 2016 - December 31, 2018 Maintenance Addendum Agreement.

All other terms and conditions of the Maintenance Addendum Agreement shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the Maintenance Addendum Agreement, this MOU shall control.

FOR THE PORT OF SEATTLE:

FOR THE UNION:

By:

By:

Stephen P. Metruck, Executive Director

Dale Cannon Laborers, Local 242

Date:

APPENDIX B

FEBRUARY 10, 1965

SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL
2800 FIRST AVENUE
SEATTLE, WASHINGTON 98101

Gentlemen:

The Port of Seattle recognizes International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Lodge No.] 04; District Council of Carpenters of Seattle, King County and Vicinity; Hod Carriers and General Laborers Union, Local No. 242; Western Washington District Council, International Hod Carriers, Building and Common Laborers of America; International Union of Operating Engineers, Local No. 302; Painters District Council No.5 of Seattle and King County; United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, of the United States and Canada, Local Union No. 32; Sheet Metal Workers International Association, Local No. 99; Sprinkler Fitters and Apprentices, Local Union No. 699 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry for the United States and Canada; International Brotherhood of Teamsters, Chauffeurs and Helpers of America, Local No. 174; and Paint Makers, Sign, Display, Truck Painters & Allied Trades, Local No. 1094; all of which are affiliated with the Seattle Building and Construction Trades Council and the Seattle Building and Construction Trades Council (hereinafter collectively referred to as the "Union"), as the collective bargaining representative of the employees of the Port of Seattle who are employed in crafts or job classifications which would otherwise be covered by collective bargaining agreements between other employers in this area and the Union (hereinafter referred to as "unit employees"), and which would not otherwise be covered by collective bargaining agreements between other employers in this area and labor organizations other than the Union (hereinafter referred to as "non-unit employees") for the following purposes and subject to the following conditions:

1. The Port of Seattle has in the past employed unit employees affiliated with the Union in the above crafts and job classifications and intends to continue to do so if work performed by the Port of Seattle is available for such employees.
2. All of the Port of Seattle's unit employees shall enjoy the wages and benefits established by the Port's Wage and Benefit Resolution and shall continue to enjoy such wages and benefits on a basis comparable to the wages and benefits paid by other employers of such employees in this area.
3. The Port of Seattle retains the right:
 - a. to determine any given employee's craft or job classification and whether or not such employee is a unit or non-unit employee;

- b. to direct the work of its employees;
 - c. to hire, promote, transfer, assign, and retain employees' positions within a given craft, job classification, or department, to secure its regular or steady employees from the local community, to specify certain employees as steady employees of the Port, and to suspend, demote, discharge, or take other disciplinary action against employees;
 - d. to relieve employees of duties because of lack of work or for other legitimate reasons;
 - e. to subcontract or assign work to other employers;
 - f. to maintain the efficiency of all Port operations;
 - g. to determine the methods, means, and personnel by which such operations are to be conducted; and
 - h. to take whatever action may be necessary to carry out the work of the Port in situations of emergency.
4. This agreement shall be subject to any Federal or State Law and the terms of the Port's Wage and Benefit Resolutions and, in accordance with existing State Law, nothing in this agreement shall be construed to permit either the Union or any employee to cause or engage in a strike or stoppage of work, or slow-down, or similar activity against the Port of Seattle. Should any provisions hereof become unlawful by virtue of any Federal or State Law or conflict with any resolution of the Port of Seattle or any rule or regulation promulgated by the Port of Seattle, such provision shall be modified to comply with such law, resolution, or rule or regulation.

Memorandum of Understanding
By and Between
Port of Seattle
And
The International Union of Painters and Allied Trades

This Memorandum of Understanding shall be effective in conjunction with the Maintenance Addendum. The purpose of this memorandum of understanding is to modify the Full Time Regular Painter wage rate, pension and benefits stated in the Uptown Agreement and Maintenance Addendum as follows:

1. Painters shall no longer receive premium pay for special assignments. In lieu of all premium pay, FTE Painters shall receive a 12% premium pay on top of the base wage rate established.
2. The Port of Seattle commits to a classification/compensation review, to be completed within 2019 to address Striper classification, job description and salary. Before the classification/compensation determination is finalized, the Union will be allowed to present data, comparables, salary studies or other relevant information. This information will be considered and incorporated, as appropriate, in the classification/compensation determination. Upon completion of the classification/compensation determination, The Striper MOU will be bargained on and updated with the new information.
3. Painters shall receive pensions listed in the Striping Agreement for Washington and Idaho. Specifically, Painters shall be eligible for the Western Washington Painters Pension Trust, Article XX or the Striping Agreement, the IUPAT Pension, Article XXII of the Striping Agreement.
4. Any Painters, including Emergency Hire and Painters who perform work on any of the observed designated holidays shall be paid the actual time worked at double the regular -time rate.

This agreement is entered into on the _____ day of _____ 2019.

International Union of Painters Allied Trades
District Council No. 5:

THE PORT OF SEATTLE

Toby Hoffman
Field Representative

Stephen P. Metruck
Executive Director

Memorandum of Understanding
By and Between
Port of Seattle
And
SEATTLE BUILDING TRADE AND CONSTRUCTION TRADES COUNCIL

The parties, the Port of Seattle and the Seattle Building and Construction Trades Council, agree to memorialize the past practice and process of the Port of Seattle Marine Maintenance pre-employment drug screen testing. The parties agree as follows:

1. Marine Maintenance has historically and shall prospectively require all applicants called from the Union Halls, to pass a post-offer/pre-employment drug screening test.
2. Marine Maintenance shall pay for the screening test. However, the pre-employment screening shall not be compensated time.
3. Local members sent back to the Union Hall and recalled to employment at the Port of Seattle Marine Maintenance shop shall not undergo additional pre-employment testing unless there is more than a six month break in service.
4. If the Port of Seattle Marine Maintenance should enter into the Drug Free Workplace Program in the future, this issue and MOU will be revisited.

In WITNESS WHEREOF, the aforementioned have executed this memorandum of understanding on _____ day of _____ 2016.

**MAINTENANCE AGREEMENT ADDENDUM BETWEEN THE PORT OF SEATTLE
AND THE SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL**

THE PORT OF SEATTLE

SEATTLE/KING COUNTY BUILDING
AND CONSTRUCTION TRADES
COUNCIL

Theodore J. Fick
Chief Executive Officer

Monty Anderson
Executive Secretary

**MAINTENANCE AGREEMENT ADDENDUM BETWEEN THE PORT OF SEATTLE
AND THE SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL**

Memorandum of Understanding

By and Between

Port of Seattle

And

The International Union of Painters and Allied Trades, Sign Painters Local 1094

This Memorandum of Understanding Shall be effective in conjunction with the Maintenance Addendum. The purpose of this memorandum of understanding is to modify the Full Time Regular Painter wage rate, pension and benefits in the Uptown Agreement and Maintenance Addendum as follows:

1. Sign Painters shall no longer receive premium pay for special assignments. In lieu of all premium pay, FTE Sign Painters shall receive a 12% premium pay on top of the base wage rate established
2. Full Time Employee (FTE) Sign Painters shall receive the pension amounts listed in Article XX and Article XXII of the Striping Agreement for Washington & Idaho. Specifically, FTE Sign Painters shall participate in the Paint Makers Pension defined contribution plan and the IUPAT Industry Pension defined benefit plan.
3. Emergency Hire (EH) and Limited Duration (LD) Sign Painters shall receive the pension amounts listed in the Sign Painters Uptown Agreement. Specifically, EH and LD Sign Painters shall participate in the IUPAT Industry Pension defined benefit plan.
4. FTE, LD and EH Painters shall receive the health and welfare amounts required to maintain the benefits of the Local 1094 Health and Welfare Medical Trust.
5. Sign Painters, including Emergency Hire Sign Painters who perform work any hours on any of the observed designated holidays shall be paid the actual time worked at double the regular-time rate.
6. The Port of Seattle commits to a classification/compensation review, to be completed within the first quarter of 2019 to address Sign Painter classification, job description and salary. Before the classification/compensation determination is finalized, the Union will be allowed to present data, comparables, salary studies or other relevant information. This information will be considered and incorporated, as appropriate, in the classification/compensation determination. Upon completion of the classification/compensation determination, The Sign Painter MOU will be bargained on and updated with the new information.

This agreement is entered into on the _____ day of _____ 2019.

International Union of Painters Allied Trades
District Council No. 5, Local 1094:

THE PORT OF SEATTLE

Toby Hoffman Stephen P. Metruck
Field Representative

Executive Director

Port of Seattle / Seattle/King County Building Trades
Maintenance Agreement Addendum
January 1, 2019 – December 31, 2021

**MAINTENANCE AGREEMENT ADDENDUM BETWEEN THE PORT OF SEATTLE
AND THE SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL**