

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**THE PORT OF SEATTLE**

**AND**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302**

**REPRESENTING OPERATING ENGINEERS**

**June 1, 2023 – May 31, 2028**

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**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302**  
**And**  
**THE PORT OF SEATTLE**

**COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement, made and entered into by and between the International Union of Operating Engineers, Local No. 302 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), is made for the purpose of reaching an equitable wage and working agreement between the parties hereto:

**ARTICLE 1: Recognition**

- 1.01 The Port recognizes the Union as the collective bargaining agent for all employees of the Port whose job classifications are listed in Schedule A and other references of this Labor Agreement.

**ARTICLE 2: Jurisdiction**

- 2.01 It is mutually agreed between the Port and the Union that the jurisdictional area of the Union at Sea-Tac International Airport will be hereafter identified as the Physical Plant Operations and Maintenance of Airport Utilities (which encompasses the Union jurisdictional area described in Appendix #1; attached hereto) and the Mechanical and Conveyance Equipment Maintenance of Airport Facilities (which encompasses the Union jurisdictional area described in Appendix #2; attached hereto).
- 2.02 The operation and maintenance of heating plants at the waterfront locations as operated and maintained by Horton Street Maintenance Shop personnel, will also come under the jurisdiction of Operating Engineers Local 302.
- 2.03 The jurisdiction of the Union shall encompass all work historically performed at the Airport and on the waterfront by its bargaining unit members when such work is performed by Port employees.

**ARTICLE 3: Dues Deduction and Rights of Parties**

- 3.01 **Payroll Deduction:** Upon receipt of written authorization individually signed by an employee, the Port will have deducted from the pay of such employee the amount of dues, initiation fees, and other such deductions as the employee authorizes as certified by the Union and will transmit the amount to the Union.
- 3.02 As per the requirements of RCW 41.56, the Port agrees to provide authorized representatives of the Union thirty (30) minutes access to new bargaining unit employees within ninety (90) days of notification of the new hire to the Union. It is agreed, that it shall be up to the Union to contact the respective Department Manager to schedule a mutually agreeable time and location at the worksite for the access to take place. It is

further agreed that the Port is only obligated to compensate the new employee for the time spent (thirty minutes) during regular working hours during this access.

- 3.03 **Indemnification:** The Union will indemnify and hold the Port harmless against any claims made and against any suit instituted against the Port on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.
- 3.04 Except as otherwise provided in this Agreement, Management 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:

Except as otherwise provided in this Agreement, 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, demote, assign and/or transfer employees, to periodically review employees performance, to relieve employees from duty due to lack of work, to discipline, to terminate employees for just cause, and to determine training procedures in accordance with policies established or to be established by the Port.

Except as otherwise provided in this Agreement, 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 Port had prior to the signing of this Agreement are retained by the Port, except for those rights, powers, functions or authority which are specifically abridged or expressly modified by this Agreement. Any grievance filed based on the collective bargaining agreement must reference the specific article alleged as the basis of the grievance.

The union agrees that the employer may establish rules concerning the operation of business, as outlined in the revised Aviation Maintenance Work Rules. The Port agrees to send the Union a copy of the Aviation Maintenance Work Rules whenever there is a revision.

It is hereby agreed that any waiver of any breach or 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.

- 3.05 Bargaining Unit members shall be eligible to apply for tuition reimbursement under the Port's Employee Learning and Development Policy and Procedure and, if approved, be eligible to receive benefits under said policy.

#### **ARTICLE 4: Equal Employment Opportunity**

It is mutually agreed between the Port and the Union that there shall be no discrimination against any Port employee or applicant for Port employment or against any Union member or applicant for membership because of race, ethnicity, color, creed, national origin, ancestry, sex, pregnancy,

gender identity or expression, age (over 40), sexual orientation, religion, military status, disability, marital status, citizenship status, political ideology, veteran status, the presence of any physical or mental disability, whistleblower status, use of workers' compensation, Family Medical Leave Act (FMLA) use, or any other category protected by applicable federal, state, or local law, regulations and ordinances.

The Port and the Union are committed to promoting equity, diversity and inclusion in the workplace. The Port refers to equity as the fair treatment, access, opportunities, and advancement for all people while striving to identify and eliminate barriers that have prevented the full participation of historically oppressed communities.

#### **ARTICLE 5: Referral and Change in Employee Status**

- 5.01 When replacement or additional employees are needed, the Port shall notify the Union of the number and classification of employees needed. The Union shall have twenty-four (24) hours from receipt of such notice to nominate applicants for such jobs. The Port shall choose between applicants nominated by the Union and any other applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in the Union.
- 5.02 The Port agrees to notify the Union promptly of all terminations, layoffs, hires, rehires, promotions, demotions, and other changes in status of personnel working under the terms of this Agreement. Such notice is to be forwarded to the office of the Union within one (1) week after effective date of such change.
- 5.03 All temporary employees, after completing thirty-one (31) days, shall accrue all benefits as provided other employees covered by the collective bargaining agreement, except seniority as provided under Section 7.04.
- 5.04 If a regular full-time vacancy occurs at a shop, temporary employees in that shop who have completed six (6) months as a temporary, and who have not had a break in employment in excess of five (5) calendar days, shall be offered the first available regular full-time vacancy/position. Should there be multiple temporary employees who meet the above criteria at the same time of a vacancy/position, seniority from among these temporary employees shall be the sole basis of hiring for these full-time positions.
- 5.05 If a regular full-time vacancy occurs in a shop and there are no temporary employees in that shop, other temporary employees that have met the criteria in Section 5.04 will have first interview rights to that position.
- 5.06 Employees awarded bid jobs, at the conclusion of a bid process, to be defined by management, that has resulted from a vacancy or the creation of a new position, must work those awarded positions for a minimum of six (6) months from the declared end of the bidding process. The one exception to this process is that the employee can apply for the head or chief position regardless of how many bids or awards the employee has been awarded. Management will provide notice at the start of the last bidding cycle that the

cycle is ending. The respective bidding process will be shared with the Union upon request.

#### **ARTICLE 6: Loaning of Employees and Reporting Relationships**

- 6.01 The Port shall not loan, or cause to be loaned, the members of the bargaining unit in its employ to any other employer without first securing permission of the Union and then only when applicants possessing the required skill are not available under the referral procedure.
- 6.02 The Port will supply a current organizational chart designating the supervisory chain of command. The Physical Plant Operations and the Mechanical and Conveyance Systems crews must report according to this chart.

#### **ARTICLE 7: Seniority**

- 7.01 Seniority shall prevail in the reduction of forces and rehire provided the senior employee is competent to perform the work remaining in the plant or boiler room. Management shall be the judge of competency. Employees laid off in accordance with the provisions of this section will be eligible for rehire in inverse order of layoff for a period of one year following layoff.
- 7.02 Seniority shall prevail in selection of vacant shifts when in management's judgment the senior employee is qualified and suitable for the shift assignment.
- 7.03 The Port will transmit to the Union a current list of division employees in June of each contract year. Such list will indicate the name of the employee, job classification, and division seniority date, along with the vacation accrual date.
- 7.04 Any Engineer hired on a temporary basis shall not come under the seniority clause. However, seniority shall be retroactive to date of hire if a temporary employee is selected from a posting to regular employee status without a break in service more than five (5) days from temporary status.

- 7.05 Seniority shall be based on the following conditions:

For all bargaining unit members working under the jurisdiction of this contract, there shall be one seniority list.

Seniority shall prevail in the reduction of force and rehire, provided the senior employee is competent to perform the work remaining in the plant(s). The Port agrees to provide the Union and employees with as much advance notice of a reduction in force as is reasonably practical and to meet to negotiate the reduction prior to implementation. Employees laid off in accordance with the provisions of this section will be eligible for rehiring in the inverse order of the layoff based on the following recall criteria:

Zero (0) to Two (2) years of service:

180 day recall period

Two (2) years and one day to Seven (7) years of service:	12 month recall period
Seven (7) years and one day to Twelve years of service:	18 month recall period
Twelve (12) years and beyond:	24 month recall period

In the event of a permanent reduction in force, the Port agrees to meet with the Union to bargain the effects of such a decision. The topics to be included in such impact negotiations will include timing and notice period for such reduction and severance payments, if any.

The plants shall be defined as Mechanical Utilities and Conveyance. These plants shall consist of:

**Mechanical Utilities:** Boiler Shop Work Group, Industrial Waste Treatment Plant Work Group and Satellite Transit Systems Work Group.

**Conveyance Systems:** Conveyor Shop Work Group and the Passenger Loading Bridge Work Group.

The Port reserves the right to redesignate the work groups should changes in business conditions require such action, following consultation with the Union.

**For the purposes of layoff:** There shall be one seniority list tiered by job classification in the following order: Journey Level, Apprentice, and Utility Worker. Layoff of employees will take place in reverse order of classification tier and reverse order of seniority within each tier. Positions to be vacated between the two plants will be determined by Management. Individuals displaced as a result of vacated positions will have the opportunity to fill other open positions, or the position occupied by the least senior person(s) as a result of the layoff. Management, in consultation with the Chief Engineers, shall make the determination as to whether an individual is qualified to fill an open position.

Temporary employees shall be released from service prior to a reduction in force impacting seniority employees.

**For the purpose of shift bidding:** Priority shall be determined by plant status. Individuals awarded a shift bid position as the result of an open bidding process shall commit to remaining on that shift for six (6) months prior to bidding on other shift bid opportunities per Article 5.06. Should no individuals bid for an open shift determined to be necessary to backfill by Management, the shift shall be assigned to the individual with the least amount of seniority within the plant. Individuals assigned to a shift shall not be required to wait six (6) months before bidding on an available shift.

**For the purpose of distribution of overtime:** Priority within the work group shall be the first determining factor. Work groups shall be defined as follows:

- Passenger Loading Bridge Work Group
- Conveyor Shop Work Group

- Boiler Shop Work Group
- Industrial Waste Treatment Plant Work Group
- Satellite Transit System Work Group

Should no individuals bid for the available overtime within the affected work group, priority shall then be determined by the applicable plant membership in prioritizing the award of overtime.

- 7.06 Seniority shall date from day of hire within the bargaining unit but no seniority rights shall be accrued therefrom until after a probationary period of eight hundred (800) working hours. At the end of the probationary period, the employee shall be classified as a regular employee. During this period, such employee shall be considered as being on a trial basis subject to termination at any time at the sole discretion of the Employer. Discharge of an employee during this probationary period shall not be subject to Article 22 of the Grievance Procedure. Management, at its discretion, may waive the probationary period for an employee who has satisfactorily performed a full range of job duties while employed as a temporary employee at Sea-Tac Airport.
- 7.07 The Port reserves the right to discipline or terminate the employment of any regular non-probationary employee for just cause. The Union shall be notified of any discharge within twenty-four (24) hours thereof.
- 7.08 In the event of a dispute as to whether or not “just cause” existed, such dispute may be processed through the grievance procedure contained in Article 22 of this Agreement.
- 7.09 Management shall have the discretion for selection of employees for promotion. However, if management deems the qualifications of two candidates to be equal, seniority shall be the deciding factor in choosing between the two candidates.

## **ARTICLE 8: Scope of Work and License Premium and Reimbursement**

- 8.01 It is agreed that an Aviation Division employee qualified to function as a Journey Level in the performance of duties required in the Physical Plant and on the Mechanical Equipment shall be paid when assigned in such Journey Level level position, exclusive of shift premium payments, a premium of twenty-five cents (25 cents) an hour above the day shift scale of the Operating & Maintenance Engineer, provided the employee has a Grade II or higher license and is capable and available to be assigned unilaterally to fill an operational shift when the Chief Engineer deems it necessary to assure continuity of shift coverage. An operational shift includes all employees working an eight (8) or ten (10) consecutive hour shift.
- 8.02 Effective June 1, 2004, Mechanical Maintenance Engineers (Conveyor Shop) possessing on that date a Grade II License shall be grandfathered and shall continue to receive twenty-five cents (\$.25) per hour premium over the Engineer rate of Pay.
- 8.03 Operating and Maintenance Engineers (Mechanical Utilities) shall receive a premium of two dollars (\$2.00) per hour over the Engineer rate of pay and when they have the



following licenses which are required for employees primarily assigned to the Boiler Shop Work Group: City of Seattle Steam Engineer Grade II or above, section 608 EPA certification, City of Seattle Refrigeration Engineer Grade A or C.

Effective the first day of the first payroll period after execution of this agreement, the Port reserves the right to hire Operating and Maintenance Engineers (Mechanical Utilities) without the requirement of having or obtaining a City of Seattle Steam Engineer Grade II or above, a section 608 EPA certification, and City of Seattle Refrigeration Engineer Grade A or C, providing they carry an alternate license from the list below. The addition of alternate licenses is not intended to change the Union's historical work jurisdiction.

Effective June 1, 2023 for current employees and employees who separated in good standing, Operating and Maintenance Engineers (Mechanical Utilities) who have or obtain the following licenses:

- a City of Seattle Steam Engineer Grade II or above, section 608 EPA certification, and City of Seattle Refrigeration Engineer or Mechanic Grade A or C; or
- a NICET II license or higher and State of Washington Fire/Sprinkler Inspector I&T Certification; or
- an ASSE 15101 certification or higher and State of Washington Fire/Sprinkler I&T Certification; or
- Operator in Training (OIT) (IWTP only); or
- Master DDC Technician with associated certificates and licenses; or
- HVAC Technician

shall receive a premium of two dollars and thirty-five cents (\$2.35) per hour over the Engineer rate of pay. License premiums shall not be compounded. Other license(s) required for operational reasons may be agreed to in writing by the parties.

- 8.04 Employees in the Conveyor and Loading Bridge Work Groups who have an all-position structural welding/AWS/WABO license shall be paid, exclusive of shift premiums, a premium of two dollars (\$2.00) an hour above the day shift scale of the Mechanical Maintenance Engineer. Effective June 1, 2023 for current employees and employees who separated in good standing, the premium will increase to two dollars and thirty-five cents (\$2.35).
- 8.05 An employee who bids onto a shift in the IWTP work group shall remain on the crew for a minimum of two years from the date they bid onto a shift. In the case where a Head or Chief Engineer position becomes available, the two-year commitment would be waived to allow the individual to apply for and accept such positions should they be selected.
- 8.06 The Port will reimburse regular employees annually for Port designated license renewals, and/or those required by the Port, in accordance with state or local statutes. Such licenses include:

**Central Plant:** City of Seattle Steam Engineer Grade II or above, City of Seattle Refrigeration Engineer Grade A or C or Refrigeration Journey Level Mechanic A or C, NICET II or above license, State of Washington Fire/Sprinkler Inspector I&T Certification, an ASSE 1501 certification or higher and State of Washington Fire/Sprinkler I&T Certification, HVAC Technician, the associated certificates and licenses for a Master DDC Technician, State Backflow Assembly Tester Certification, Structural Welding License, Certified Plumbers License, Cross Connection License, NFPA Certification, and Operator In Training (OIT) (IWTP only).

**Loading Bridge Work Group:** Structural Welding License

- 8.07 Employees assigned to the Passenger Loading Bridge Work Group shall have a Structural Welding License. Alternatively, they shall be permitted to attain a Structural Welding License within twelve (12) months of such assignment pursuant to Article 9.03. Employees that do not meet the above criteria are not eligible for assignment to the Passenger Loading Bridge Work Group and forfeit their bid shift.

The Port will reimburse those regular employees in the Conveyor and Passenger Loading Bridge Work Groups who have attained their Structural Welding License (AWS, WABO) for their Structural Welding License renewal.

- 8.08 It is understood and agreed between the parties to this Agreement that from time to time the Port may contract with manufacturers or service companies for the performance of certain mechanical equipment maintenance work, all or a portion of which would normally be performed by Port employees covered by this Agreement. Upon the termination of any such contractual arrangement, if the Port determines to assign said work to its own employees, it will be assigned to employees covered by this Agreement and the Port will exert its best efforts to preserve and protect such assignment.
- 8.09 It is further agreed that all maintenance work historically and presently performed by bargaining unit members covered under this Agreement, will come under the jurisdiction of International Union of Operating Engineers, Local 302.
- 8.10 The Union consents to and accepts the policy of the Port to continue the past and present practice of compliance with the City of Seattle Steam Engineer License Ordinance and Refrigeration Operator License Ordinance in the manning requirements for the boilers and air-conditioning equipment of the Physical Plant Operating and Maintenance of Airport Utilities, or until such policy of the Port is superseded by a Steam Engineer License Ordinance and/or a Refrigeration Operator License Ordinance enacted into law by the Government of the United States, the State of Washington, the County of King, or any of the political subdivisions thereof having jurisdiction over the Port of Seattle.
- 8.11 **License Lapse:** Failure to maintain all required licenses will result in loss of premium pay and may lead to progressive discipline.
- 8.12 When an employee covered by this Agreement is taking a class pertaining to work that has been preapproved by the Port at least two weeks before the scheduled course date, the

Port shall adjust the employee's work schedule such that it coincides with the class schedule and assign the employee to attend the class.

#### **ARTICLE 9: Classification Categories**

- 9.01 A Chief Operating, Maintenance & Mechanical Equipment Engineer shall be designated by the Port for the Physical Plant Operations and the Mechanical and Conveyance Systems and shall be paid twenty-five percent (25%) above the day shift pay scale of the Operating & Maintenance Engineer. When a Chief Operating, Maintenance & Mechanical Equipment Engineer is unavailable for his regular duties due to vacation, illness, etc., a Head Operating and Maintenance Engineer or a Journey Level Operating & Maintenance Engineer shall be designated as Acting Chief Operating, Maintenance & Mechanical Equipment Engineer and shall receive the Chief's wages. The Port may designate a Chief Operating, Maintenance & Mechanical Equipment Engineer in the IWTP. A designated Chief Operating, Maintenance & Mechanical Equipment Engineer for the IWTP shall be paid at twenty-five (25%) above the day shift pay scale of the Operating & Maintenance Engineer.

When the Chief Engineer is unavailable to perform regular duties on normally scheduled workdays, the Head Engineer or a Journey Level engineer shall be designated as Acting Chief Engineer. When the Chief Engineer is on normal days off or on a scheduled holiday, no one will be designated as Acting Chief Engineer. When a bargaining unit member is assigned to work on a special project or program, the position will be backfilled at the contractual rate of pay, not at the premium rate of pay.

When a Chief Engineer, is backfilled as required by contract, the person chosen will be the most senior qualified person assigned to that shift on a regular basis. Chief Engineer, positions will be backfilled on a full shift basis only, not a partial shift. If a Chief Engineer leaves before the end of a shift, that position will not be backfilled for the remainder of the shift.

- 9.02 A Utility Worker classification is established and the Utility Worker's duties may vary and shall include but not be limited to such functions as greasing, oiling, changing of filters, or cleaning same and other necessary work as the Chief Engineer or Acting Chief Engineer may assign to the Utility Worker.
- (a) It is understood between the Parties that the inclusion of a Utility Worker in the Bargaining Unit shall not be for the purpose of replacing a Journey Level Engineer. The implementation of this classification shall be at the Port's discretion.
  - (b) The Utility Worker shall be paid fifty five percent (55%) of the Journey Level Engineer's day-shift pay scale for the first year of employment. For the second year of employment, the Utility Worker shall be paid at sixty (60%) of the Journey Level Engineer's day-shift scale. For the third year of employment and thereafter, the Utility Worker shall be paid at sixty five percent (65%) of the Journey Level Engineer's day-shift scale.

- (c) Employees in this classification in layoff status as of June 1, 2009 shall be red circled at the June 1, 2008 wage rate if recalled until such time as the current utility worker wage rate exceeds this value.

- 9.03 **Hire in Rates and Application of Premium Pays:** Journey Level Operating and Maintenance Engineers shall be hired at the Journey Level rate, eligible for the applicable premiums depending on possession of license/certification requirements. Those Journey Level Engineers hired without the required licenses are expected to obtain required licenses within twelve (12) months of hire, unless the parties mutually agree to extend the time. Once a new employee obtains the required licenses that employee shall be eligible for the applicable premium. Failure to obtain the required licenses within one (1) year of date of hire may result in termination.
- 9.04 During the life of this Agreement, the Port and the Union agree to consider requests to review new classification requirements which may be identified by the Port or the Union as a result of changes that have occurred at the Airport. Any new classifications proposed must be mutually agreed upon by the Port and the Union to become part of this Agreement.

#### **ARTICLE 10: Pay Schedule, Appendices, and Addendum Incorporated Into Agreement**

- 10.01 The rates of pay for the various classifications of work and all other provisions incidental to wages not covered elsewhere in this Agreement are set forth in Schedule "A", attached hereto and made a part hereof. Also, Appendix No. 1 and Appendix No. 2 along with Addendum No. 1, Parts 1 and 2, are incorporated into the Agreement by this Article.
- 10.02 Employees shall be paid bi-weekly. 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.
- 10.03 If an employee is overpaid the Port shall be entitled to collect the overpayment through the deduction of the employee's subsequent wages as consistent with RCW 49.48.200. Nothing in this article precludes the employee from agreeing to a larger deduction.

#### **ARTICLE 11: Shift Premiums**

- 11.01 The swing shift premium shall be ten percent (10%) of the straight time hourly rate for all hours worked on shifts starting between 1:00 pm and 5:00 pm and the graveyard shift premium shall be fifteen percent (15%) of the straight time hourly rate for all hours worked on shifts starting between 9:00 pm and 2:00 am. Relief shifts (a combination of days, swing shift, and graveyard in a workweek) shall be compensated at twelve percent (12%) above the straight time rate.
- 11.02 Shift premiums shall apply to sick leave, vacation, holiday pay, and funeral leave.

- 11.03 If shift-starting times for mutually affected employees are modified for employee convenience, shift premiums may be waived by mutual agreement between the employee and management.

## **ARTICLE 12: Hours of Work and Overtime**

- 12.01 Eight (8) consecutive hours shall constitute a day's work, five (5) consecutive eight (8) hour days shall constitute a week's work of forty (40) hours; provided, however, that employees shall receive two (2) consecutive days off. As an exception to this, in the event of a shift change an employee may make up any time short of 40 hours at the straight-time rate on an optional basis. All hours worked over eight (8) hours per day or forty (40) hours per week shall be considered as overtime and paid for at the rate of time and one-half. Work performed on the sixth consecutive day of the workweek shall be paid for at the rate of time and one-half. Work performed on the seventh consecutive day shall be paid for at the double-time rate of pay.

- 12.02 Shifts may be scheduled as follows:

Day	Shifts starting between 5:00am and 9:00am
Swing	Shifts starting between 1:00pm and 5:00pm
Graveyard	Shifts starting between 9:00pm and 2:00am

- 12.03 Each employee covered under this Agreement shall have a regular designated starting and quitting time to correspond within the shift schedules as set forth above, that may be changed by management for operational reasons with 21 calendar day's written notice. Shift schedule changes greater than three (3) hours will be re-bid.

- 12.03a **Modified/Light Duty Schedule** the parties agree to waive the twenty-one (21) day shift change written notice requirement contained in Article 12 for those bargaining unit employees injured on the job approved for modified/light duty. The employer agrees to provide as much notice as possible with a minimum of five (5) days' notice of shift change.

- 12.04 In the event an employee is called back to the premises to perform work of any nature after the employee has completed their eight-hour day, the employee shall be paid at the rate of one hour at double the straight-time rate of pay for such a call back, plus additional pay at applicable rate for all additional time actually worked.

- 12.05 During times of the year with inclement weather, the IWTP may be staffed on a voluntary on-call basis. The maximum response time from the time the call is received to arrival at the IWTP shall be no greater than two (2) hours. Scheduling of staff for on-call coverage shall be made in accordance with Article 12 of the contract. Coverage shall be based on 12 hours of on call duty, either dayshift or graveyard. Employees on call for weekend coverage shall be compensated 10% of the regular rate for IWTP staff, including shift differentials, for being on call. Should the on call staff be required to respond to the IWTP, they will be compensated at the appropriate rate of pay for a minimum of 4 hours. Management will be responsible for managing the call in process of the IWTP staff.

- 12.06 An employee reporting for a regularly scheduled shift shall receive at least four (4) hours pay at the straight-time rate of pay.
- 12.07 All work performed in excess of eleven (11) hours per day or fifty-five (55) hours per week shall be compensated for at two (2) times the straight time hourly rate.
- 12.08 Overtime in each instance shall be paid on one basis only, and there shall be no compounding or pyramiding of overtime.
- 12.09 The Port will endeavor to equalize overtime in the Work Groups. The Port will post notice of overtime in advance if possible. The Work Groups will keep a list of the amount of overtime for each individual within each work group. This list will be updated weekly by the Chief Engineer responsible for those work groups.

Overtime will be prioritized for award to the person with the least amount of overtime first within the affected work group per the designations in Article 7.

If no one within that work group signs up for the overtime available, the opportunity will be made available to the person with the least amount of overtime within the applicable plant.

Should a situation arise that requires personnel to be called in to backfill an available shift, the following procedure shall be utilized:

- An electronic communication (e.g. text, email) shall be sent, simultaneously, to individuals within the work group (as described in Article 7).
- Individuals shall have fifteen (15) minutes to accept the offer to backfill. Should more than one eligible individual respond within the fifteen (15) minutes, the offer shall be awarded based upon the Overtime Equalization List.
- Employees are responsible to provide their most current electronic communication information (e.g. email address, mobile number) to their respective manager or designee.

Should no individuals bid for the available overtime within the work group, priority shall be determined by plant membership in prioritizing the award of overtime. The procedure for this next level of communication shall be the same as noted above for communication made within the work group.

- 12.10 If utilized, it is agreed a 4-10 schedule is subject to the terms and conditions of the current labor agreement and will operate with the following provisions.

Employees on such schedule shall receive three (3) days off, at least two of which must be consecutive days off. The two- (2) consecutive days off do not have to be connected to the weekend.

The third day off may be any other day of the employee's workweek. There shall be no mixture of a five-day eight-hour (i.e., 5-8) schedule and a 4-10 schedule in the same workweek. Days off will not be rotated.

All hours worked in excess of ten (10) hours in an employee's work shift or in excess of forty (40) hours in any employee's workweek shall constitute overtime work and shall be paid for at the applicable overtime rate of the employee's regular rate of pay.

Payment for jury duty, funeral leave, and sick leave that occur on an employee's regularly scheduled workday, shall be for ten (10) hour days.

Payment for holidays shall be as follows:

- (a) If the holiday falls on an employee's regularly scheduled workday and the employee does not work, they shall be paid ten (10) hours of holiday pay at the employee's straight-time shift rate.
- (b) If the holiday falls on an employee's regularly scheduled day off, they shall observe their holiday on either the first or last day of their regularly scheduled work week, whichever is closest to the holiday.
- (c) If an employee works on the holiday, they shall be paid for all hours worked at the applicable overtime rate plus ten (10) hours of holiday pay at the employee's straight-time shift rate.

### **ARTICLE 13: Holidays**

13.01 Effective when the Agreement is signed, thirteen (13) paid holidays shall be recognized and observed as follows:

New Year's Day	January 1
Martin Luther King's BD	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thurs. in November
Native American Heritage Day	Day after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

Two Personal Holidays	To be selected once each contract year (June 1st through May 31st each year) by the employee, subject to Management's approval.
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If the holiday falls on the first day of the employee's scheduled days off, the previous day shall be considered as the holiday. If the holiday falls on the second or third day of the employee's scheduled days off, the following day shall be considered as the holiday. The employee shall provide a minimum notice of two weeks prior to the day selected when requesting the scheduling of a personal holiday. If an employee has not selected a personal holiday by May 1 of each contract year, such selection shall be made by Management and scheduled accordingly.

- 13.02 All time worked on any of the holidays as listed herein, shall be compensated (exclusive of the eight (8) hours holiday pay at the employee's regular straight-time hourly rate) at double the regular straight-time rate for all hours worked. (See Section 12.10 for ten (10) hour day holiday compensation.)
- 13.03 A six-month period of employment with the Port is required prior to any personal holiday taken.
- 13.04 To qualify for holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the holiday unless absence is excused by management (e.g. scheduled vacation, Washington Protected Sick Leave).
- 13.05 All holidays will be awarded based on the seniority of those working the shift (In accordance with section 7.05 purpose of distribution of overtime clause)

#### **ARTICLE 14: Vacations**

- 14.01 Two (2) weeks (80 hours) vacation with pay shall be given to each regular full-time employee who has worked for the Port one year, three (3) weeks (120 hours) vacation with pay after continuous employment of three (3) years, four (4) weeks (160 hours) vacation with pay after continuous employment of ten (10) years, and five (5) weeks (200 hours) vacation with pay after fifteen (15) years of continuous employment.

Effective the first day of the first payroll period after execution of this Agreement, vacation will accrue at the following rates, on a monthly basis. Effective the first day of the first payroll period after execution of this Agreement by both parties, the practice of vacation lump sum payments will cease. All employees who were hired prior to the date this Agreement is ratified by both parties and who did not reach 15 years of service by then will receive one last dump (40 hours) of vacation after ratification of this Agreement.

<b>Full months of continuous service</b>	<b>Accrual per year</b>
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Hire date through 35 <sup>th</sup> month	90
36 <sup>th</sup> month through 119 <sup>th</sup> month	130
120 <sup>th</sup> month through 179 <sup>th</sup> month	170
180 <sup>th</sup> month +	210

- (a) Employees will have priority of selection of vacation periods in order of seniority.
- (b) Unused vacation credits may be carried over into the following year's immediate accrual time by mutual consent of the Parties. Effective May 31, 2028, vacation accumulation shall be limited to 480 hours ("Vacation Cap"). Any employee in excess of the Vacation Cap on May 31, 2028 will be cashed out on a one-time non-precedential basis at 100%. After May 31, 2028, no vacation will accrue in excess of the Vacation Cap.

- 14.02 Payment of Unused Vacation at Termination: One hundred percent(100%) of unused vacation shall be paid to each non-probationary employee covered by this Agreement, who leaves the employment of the Port of their own volition or who shall be terminated by the Port,, unless said employee shall be discharged for cause or fails to give due notice of resignation. Payment of unused vacation at termination shall not be subject to pension and benefit contributions.
- 14.03 Voluntary Cash Out of Accumulated Vacation: Employees may cash-out vacation 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/vacation cash out. Voluntary cash outs of accumulated vacation credits shall not be subject to pension and benefit contributions.
- 14.04 If a holiday occurs during the employee's vacation, they shall receive an extra day's pay in addition to their vacation pay or an extra day of vacation. The Port agrees to cooperate with the employees in arranging their vacations in order that no employee shall be required to take their vacation without having at least two weeks' prior notice. However, the Port shall have the privilege of designating the number of employees in a department who can be off for a vacation at any one time.
- 14.05 A total lapse of service of thirty (30) days or less per year because of illness or layoff (but not discharge) shall not interrupt continuity of service for purposes of vacation eligibility. Where such lapse of service exceeds thirty (30) days per year, vacation pay shall be prorated, based upon actual weeks of service, provided no deduction shall be made for the first thirty (30) days of such lapse of service.
- 14.06 After six (6) months of continuous employment as a regular full-time employee at the Port, vacation may be taken as earned on the basis of one-twelfth (1/12th) of the scheduled vacation for each month employed by the Port that year, except as limited by the conditions stated in 14.02 above.

Employees called in to work while on vacation shall receive pay at the time and one-half rate for all work performed. In addition, if the work exceeds four (4) hours or more, said

employee will receive another vacation day in lieu of the day worked. Every effort shall be made not to call employees to work during the period they are off on a scheduled vacation.

#### **ARTICLE 15: Jury Duty**

- 15.01 Any employee called for Jury Duty, or as a subpoenaed witness in a Port related case, will be paid the difference between jury or witness pay and the employee's regular shift pay. On any day (Monday through Friday) the employee is dismissed from serving on a jury or as a witness, the employee shall, immediately following dismissal from serving, notify the Port that they are available for work; and the Port shall have the option of having the employee work or paying the employee the sum of money as provided above.
- 15.02 If any employee fails to notify the Port as provided above, the employee shall disqualify themselves from receiving the pay differential. Jury Duty or witness service is not to be included when computing overtime.
- 15.03 Management will modify the schedule of an employee who is scheduled on Jury Duty to a Monday through Friday workweek. If the employee works on their days off or weekends, the employee shall be compensated at the overtime rate for those days. If the employee works beyond their scheduled shift or is called in after serving on jury duty and a combination of jury duty and work exceeds eight hours in a day, they shall be compensated at the overtime rate for those hours in excess of eight. However, an employee who serves on jury duty in excess of eight hours in a day or 40 hours in a week will not be compensated for overtime.

#### **ARTICLE 16: Bereavement Leave**

- 16.01 Any employee who suffers a death of a family member will be allowed twenty-four (24) if working eight (8) hour shifts or thirty (30) hours if working four (4) ten (10) hour shifts paid leave compensated at the employee's regular shift rate as a result of the employee's absence, provided that the employee attends the funeral. The employee may be allowed up to an additional two (2) days of paid leave if the funeral is out of state. Family member shall be defined as the death of an employee 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 siblings spouse, domestic partner or child.

#### **ARTICLE 17: Medical, Dental, Life and Disability Benefits**

- 17.01 Effective June 1, 2023, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of one thousand and five hundred and twenty dollars (\$1,520) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2024, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand and five hundred and sixty-nine dollars

(\$1,569) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2025, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand and six hundred and sixty-three dollars and fourteen cents (\$1,663.14) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2026, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand and seven hundred and sixty-two dollars and ninety-two cents (\$1,762.92) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2027, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand and eight hundred and sixty-eight dollars and seventy cents (\$1,868.70) on behalf of each eligible employee covered by this Agreement.

Increases above the Employer's maximum monthly contribution rates set forth above shall be shared by the employee and the Port in the following way: The Employee and the Port will contribute 50%-50% of the increase up to an employee share of 10% of the total monthly base rate. Once the employee contribution has reached 10% of total monthly base rate, future increases shall be split 10% by the employee and 90% by the Port for the duration of this Agreement.

All payments into the Local 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust shall be paid on or before the 15th day of the month following the month of employment.

The foregoing agreement shall survive the term of this Agreement until a new collective bargaining agreement is agreed to by the parties.

At any time during the term of this Agreement, if the benefits provided by Local 302/612 IUOE Health and Security Fund become subject to an excise penalty, the parties agree to meet and negotiate the impact and effects. The Union agrees to assist the Port to obtain any information it needs to comply with the Affordable Care Act.

#### **17.02 Medical, Dental and Life Insurance:**

On the fifteenth of the next month following the date of hire, the Employer shall submit to the trust, on behalf of all eligible employees, the monthly trust payment for medical, dental and life insurance coverage for themselves and their eligible dependents.

Example: For, a newly hired employee with a start date of January 2, 2025, the Port shall make a Trust payment for that newly hired employee February 15, 2025 for coverage to begin March 1, 2025. The eligibility and other conditions of coverage shall be established between the employee and the Trust providing such benefits.

**17.03 Long-term Disability:**

On the first of the month following the date of hire, 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.

**17.04 Industrial Injury or Illness:**

In case of any industrial injury or industrial illness, the Port agrees to pay up to but not more than three (3) months of full benefits coverage for the employee and/or any dependents.

**17.05 Flexible Spending Accounts:**

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 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 provisions of this agreement or to negotiation by the Union.

**17.06 VEBA**

Either party may request to open the agreement with respect to medical savings accounts (e.g., VEBA).

**ARTICLE 18: Pension and Trust Funds**

- 18.01 The Port of Seattle shall provide pension benefits for all employees in classifications covered by this Agreement. Effective with the first month after execution of this Agreement, the Port shall contribute for each calendar month of employment, on behalf of each employee sixteen and one-half percent (16.5%) of the employee's gross monthly compensation.

All contributions shall be to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

- 18.02 The Port and Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to either said Trust Agreement, heretofore adopted.

- (a) The Port and the Union consent to and accept the terms, conditions, and provisions of each written Trust Agreement and as amended, creating each said Fund. The Port and the Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the Port and the Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of each said Trust Agreement.
- (b) Contributions shall be remitted in a lump sum to each said fund by the fifteenth (15th) day of the month subsequent to the month in which the compensation was earned.

## **ARTICLE 19: Sick Leave**

- 19.01 Effective the first of the month following ratification, employees covered by this Agreement shall accrue sick leave at the rate of .03846 per hour compensated. Employees shall be entitled to utilize sick leave on the ninetieth (90<sup>th</sup>) calendar day of employment.

Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave.

- a. 0.025 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. Employees shall be entitled to carry over up to a maximum of forty (40) hours of accumulated Protected Sick Leave into the following calendar year.
- b. On January 1<sup>st</sup> of every calendar year, Protected Sick Leave in excess of forty (40) hours will be transferred to bank 2.

Bank 2) Paid Sick Leave.

- a. .03846 will accrue as Paid Sick Leave per hour compensated but not worked.
- b. .01346 will accrue as Paid Sick Leave for all hours worked.

Any unused Paid Sick Leave (Bank 2) benefits shall be accumulated into Bank 2 up to a maximum of one hundred twenty (120) days to be used for future illness of an employee as their needs may require but it may not in any event be converted to additional vacation, or time off with pay. Paid Sick Leave used shall be deducted from the accumulated Bank 2. Unused Paid Sick Leave may not be converted to cash payment except that upon termination or retirement following five (5) years of continuous employment in a regular position, qualified employees shall be compensated for fifty percent (50%) of their unused Paid Sick Leave (within the 120-day limit) at the rate of pay at termination, which shall not be subject to pension and benefit contributions.

- 19.02 Paid Sick Leave (Bank 2) will be paid for an illness only with respect to a workday on which the employee would otherwise have worked and will not apply to an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not in any event have worked. Paid Sick Leave may be taken in hourly increments.

- 19.03 A certificate from a qualified physician, which certifies and attests to the employee's inability to perform their regular and customary work because of illness, may be required by the Port. Paid Sick Leave benefits shall apply only to bona fide cases of non-occupational illnesses which are not covered by State Industrial Insurance, except as otherwise provided in Section 19.04. The Union and the Port agree to cooperate to prevent Paid Sick Leave abuses.
- 19.04 The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:
- (a) In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.
  - (b) An employee who is collecting Workers' Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from their accumulated sick leave bank to supplement their disability benefits, provided the total daily or weekly amount of benefits received does not exceed their daily or weekly base wage rate, until such time as their sick leave bank is depleted.
  - (c) Starting on the first day of a non-occupational disability due to an accident or the fourth day of a non-occupational disability due to illness, sick leave benefits shall be paid only to the extent that they supplement disability insurance coverage so that the combined sick leave and disability total payments do not exceed the employee's normal rate of pay.
- 19.05 Shared Leave – Shared leave will be available as prescribed in People Programs Policy HR – 5.

#### **ARTICLE 20: Savings Clause**

- 20.01 Any provisions in this Agreement which are in contravention of any Federal, State, Local, or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

#### **ARTICLE 21: Labor Disputes**

- 21.01 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, 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 this Agreement is in effect or not, or while pending the settlement of any grievance under the Grievance and Arbitration Procedure Article.
- 21.02 In regards to an employee's file and disciplinary history, written warnings, documented verbal warning, and other evidence of discipline will not be considered as a basis for progressive discipline if the employee has no additional documented disciplinary action taken for at least 24 months. This does not apply to a finding of gross misconduct.
- 21.03 This Agreement supersedes all previous Memoranda of Understanding.

## **ARTICLE 22: Grievance and Arbitration Procedure**

- 22.01 Grievances arising, with respect to the interpretation or application of the terms of this agreement shall be settled according to the following steps:

**Step 1.** Within thirty (30) calendar days of the time of the occurrence of the alleged violation, or from the date when the grievant reasonably should have been aware of facts giving rise to the grievance, the Union Representative shall meet with the Port to discuss a resolution of the grievance. The Port shall respond to the Union's grievance in writing within seven (7) calendar days of the meeting with the Union Representative.

**Step 2** If the grievance is not settled at Step 1, the Union Representative shall meet with the Port within fifteen (15) calendar days of the Union's receipt of the Port's Step 1 response to discuss a resolution of the grievance. The Port shall respond to the Union's grievance in writing within seven (7) calendar days of meeting with the Union Representative.

**Step 3** If no settlement is reached after Steps 1 and 2, and the Union desires to pursue the matter further, it may refer the grievance to arbitration by notification to the Port within fifteen (15) calendar days of the date of receipt of the Port's written response to the Step 2 grievance.

Should the parties be unable to mutually agree upon an arbitrator, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. A coin toss will determine which party strikes names from the list first. The Port and the Union shall share equally the fees and expenses of the arbitrator, provided, however, that each party shall fully bear the expense of preparing and presenting its own case including attorney's fees, the cost of witnesses and other persons it requires to attend the arbitration.

The parties shall be bound by the arbitrator's decision. The arbitrator shall have jurisdiction to decide any dispute arising under this Agreement, but shall not have the power to add to, delete, or modify any article of the Agreement.

The time limits to present any grievance and to move it to the next step and to arbitration maybe extended by mutual agreement of the parties.

### **ARTICLE 23: Union Activities**

23.01 The Port agrees to recognize the International Union of Operating Engineers, Local 302, and its appointed stewards who shall represent the Bargaining Unit employees as defined by law and in accordance with this collective bargaining agreement. The Union shall provide notice to the Port with the names of one shop steward from each plant (Mechanical Utilities and Conveyance Systems) and two (2) alternates from each plant. No more than two (2) stewards shall attend negotiations and no more than one (1) steward shall attend either a grievance or disciplinary meeting.

- (a) The steward will make every reasonable effort not to interfere with operations and services while engaged in adjusting any dispute.
- (b) The Port agrees not to discriminate against a steward because of the performance of their duties as a steward. The Union agrees that stewards shall be covered by the terms and conditions of this Labor Agreement and shall not be entitled to any preferential treatment as a result of being a steward.

23.02 The Port agrees that duly authorized Representatives of the Union shall be permitted access to the premises of the Port that are covered by this Agreement for the purpose of conferring with the Plant Steward to adjust any unresolved grievances and/or to observe the application of the terms of this Agreement; provided, however, that said Union Representatives give prior notice to the Mechanical Systems or Conveyance Systems Manager and comply with current security measures and policy regulations, and agree that such activities shall not in any way interfere with operations or services.

The parties to this Agreement recognize the value to both the Union and the Port of having Stewards participate as part of the negotiations process. Therefore, the Port agrees that Stewards who participate in bargaining as part of the Union's bargaining team shall be compensated at their normal hourly rate while participating in the joint collective bargaining sessions that occur during their normal working hours.

23.03 **Labor Management Committee:** The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish a joint labor-management committee to continue the collaborative process during the term of the Agreement.



The joint labor-management committee will be made up of up to three (3) Port representatives and up to three (3) Union members covered under this Agreement, plus the Union Business Representative. The Port's Labor Relations Staff will be available to assist the Committee. The Committee will not discuss pending grievances. The Committee will meet on a bi-monthly basis, unless mutually agreed to meet on a more frequent or less frequent basis.

- 23.04 **Union Leave:** Upon written application, the Port will not unreasonably deny an unpaid leave of absence request from an employee elected or appointed to a position in the Union that requires a part or all of their time for the duration of their tenure in said position.

#### **ARTICLE 24: Safety and Health**

- 24.01 The Port and the Union hereby reaffirm their commitment and obligation to fully and completely support safe working practices and to provide safe and healthful working conditions pursuant to the regulation procedures and safety training requirements in the Port's Aviation Maintenance Health and Safety Site Specific Safety Plan.

#### **ARTICLE 25: Parking**

- 25.01 The Port agrees to provide free parking for employees covered under this agreement.  
*Note: The parties agree should a material change take place in regards to paid parking, the parties will meet as soon as practicable to bargain.*

#### **ARTICLE 26: Deferred Compensation**

- 26.01 As provided below in this article, Local 302 Port bargaining unit employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981). Eligibility and participation of said employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to any other provisions of this Labor Agreement or to negotiation by the Union.

#### **ARTICLE 27: Leave Without Pay**

- 27.01 For each contract year, a leave of absence up to five (5) days without pay will be granted at the discretion of the Port after one year of continuous employment. All leaves of absence without pay are to be requested by the employee as far in advance as possible stating the amount of time requested per the Port of Seattle Work Rules section regarding leave. Should combined Vacation Requests and Leave Without Pay requests result in a staff shortage, Vacations Requests shall take precedence over Leave Without Pay requests. Leave of absence without pay may be used in conjunction with periods of disability, illness, or vacation.

#### **ARTICLE 28: Safety Shoes**

28.01 The Port shall pay regular employees the following stipends in the first pay period of the contract year for the purchase price or repair of ASTM 2413 approved footwear.

First Contract Year	\$175
Second Contract Year	\$180
Third Contract Year	\$180
Forth Contract Year	\$180
Fifth Contract Year	\$180

#### **ARTICLE 29: Paid Parental Leave**

29.01 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.

#### **ARTICLE 30: Paid Family Leave**

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

#### **ARTICLE 31: Employee Learning and Development Policy**

31.01 To provide career development opportunities to bargaining unit employees, the Union and management will support employee participation in the Port's employee development and internship programs. Successful applicants to internship programs shall remain members of the bargaining unit and retain all rights and benefits under the Collective Bargaining Agreement, except that temporary schedule adjustment and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern.

31.02 Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Tuition reimbursement support under the terms of HR-12.

31.03 The Parties understand that the Employee Development and Education Opportunities identified in Article 32 shall not be subject to bargain and are subject to revision by the Port.

## **ARTICLE 32: Commuter Benefits**

All Regular Employees, shall be eligible for the following benefits:

### **The One Regional Card for All (“ORCA Card”) Program**

The Port offers ORCA cards to eligible employees at a substantially reduced cost for transportation on multiple regional transit systems. Employees who participate in the ORCA card program may also be eligible for additional subsidized transportation services. The availability of the ORCA program, annual cost, potential tax consequences for employees, and other provisions are subject to change based on guidelines provided by agencies with whom the Port contracts for the ORCA program benefits, IRS requirements, as well as the Port’s discretion.

### **Ferry Reimbursement**

Employees who use the Washington State Ferry System for all or part of their work commute are eligible for reimbursement of ferry commuting costs up to a monthly maximum. This monthly maximum reimbursement amount is determined by the Port. Amounts and procedures can be found on the Total Rewards Compass Page and may be subject to tax;

The Port shall have full and exclusive discretion to administer, change, amend, modify and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit.

## **ARTICLE 33: Duration, Termination, and Modification**

33.01 This Agreement shall remain in effect from June 1, 2023, to and including May 31, 2028.

33.02 The wage rates for this Agreement shall be as indicated in Schedule “A.” Other conditions shall be effective when the Agreement is signed or as otherwise identified.

IN WITNESS WHEREOF, we attach our signatures this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PORT OF SEATTLE**

By: \_\_\_\_\_  
Stephen P. Metruck  
Executive Director

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302**

By: \_\_\_\_\_  
Ryen Young  
Senior Field Representative

## **APPENDIX #1**

### **(Port of Seattle Operating Engineers 302)**

#### **Physical Plant Operation and Maintenance Jurisdiction**

The operation and maintenance of all boilers, compressors, pumps, refrigeration units, power generators, air conditioning and heating systems, and all other machinery, vessels, equipment, and related appurtenances and auxiliaries on the premises of Sea-Tac International Airport coming within the confines of the areas of responsibility for Airport Utilities assumed by the Port of Seattle will come under the Jurisdiction of Operating Engineers, Local 302.

It is understood and agreed that those employees, covered under this Agreement, assigned to duties within the designated areas of the Physical Plant Operation and Maintenance, responsible for the successful operation and maintenance of the Airport Utilities that come under the jurisdiction of Operating Engineers, Local 302, will not be responsible for the Airport Facilities mechanical and conveyance systems maintenance work, except to lend assistance in the case of emergencies, provided such action will not jeopardize the safe operation and maintenance of said Airport Utilities.

Assignments on the Direct Digital Controls include: system operation and monitoring; control sequence programming; control sequence verification/maintenance; selection of points to be added and/or deleted; troubleshooting of HVAC systems based on indicated abnormal conditions; preliminary troubleshooting of the BAS based on malfunctioning monitoring, alarms, and/or control sequences; change or replace boards, thermostats, sensors, and operators; coordinate with Electronic Technician, Electricians, and/or BAS service technician on the correction of deficiencies in the BAS system performance.

#### **Operating and Maintenance Engineer**

The term Operating and Maintenance Engineer shall mean, for purposes of coverage under this Agreement, all employees who have as their primary duties the responsibility to operate, maintain, repair, service and overhaul all boilers, compressors, pumps, refrigeration units, power generators, air conditioning and heating systems and all other machinery, vessels, equipment, and related appurtenances and auxiliaries within the confines of the premises of the Airport that come under the Jurisdiction of Operating Engineers, Local 302.

#### **Head Operating and Maintenance Engineer**

At the discretion of the Mechanical Systems Manager, a Journey Level status Operating and Maintenance Engineer may be designated as Head Operating and Maintenance Engineer, responsible to the Chief Engineer, to supervise those employees assigned to operate, maintain, repair, service and overhaul all boilers, compressors, refrigeration equipment, power generators, air conditioning and heating systems, and all other machinery, vessels, and related appurtenances and auxiliaries within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 302.

The Head Operating and Maintenance Engineer shall be paid a minimum of fifteen percent (15%) above the day-shift pay scale of the Operating and Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

### **Lead Operating and Maintenance Engineer**

At Management's discretion, a Lead Operating & Maintenance Engineer may be assigned. Any employee so assigned will be responsible to the Chief Engineer and/or the Head Engineer during a shift, for the coordination of the maintenance, repair, and renovation of such mechanical equipment assigned as their responsibility at the Airport that falls within the jurisdiction of the Union. The Lead Operating & Maintenance Engineer shall be paid five percent (5%) above the day-shift pay scale of the Operating & Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

### **Industrial Wastewater Treatment Plant (IWTP)**

The mission and goal at the IWTP (Industrial Wastewater Treatment Plant) is to operate the plant in a professional manner at a maximum performance and efficiencies and in compliance with the NPDES (National Pollution Discharge Elimination System) permit. Also prevent the discharge of unacceptable water, overflows and spills. IWTP Operators shall be responsible for the preventative maintenance, corrective maintenance, major repairs and plant upgrades.

Operators shall come under the direction of the assigned Chief Operating and Maintenance Engineer and the IWTP Head Operating Engineer. All operators shall possess a waste water treatment operator's license or O.I.T. (Operator in Training) certificate and are eligible for a premium as referenced in Article 8.03.

During times when the IWTP is not in operation, qualified operators may be required to report to the Central Mechanical Plant to support the boiler room work, or other work designated by the assigned Chief Engineer.

## **APPENDIX #2**

### **Mechanical and Conveyance Equipment Maintenance Jurisdiction**

The maintenance, repair, and renovation, Baggage System Engineer Functions of all mechanical and conveyance equipment including, but not limited to, passenger load bridges, mechanical doors and gates for Airport Facilities on the premises of Sea-Tac International Airport coming within the confines of the areas of responsibility for mechanical and conveyance equipment assumed by the Port of Seattle will come under the jurisdiction of Operating Engineers, Local 302.

Baggage System Engineering functions; shall include but are not limited to, intelligently monitoring the operations, identifying issues, conducting various system HMI/reporting functions, and contacting the appropriate personnel to troubleshoot the issues that occur within the Baggage Handling System.

It is understood and agreed that those employees, covered under this Agreement, assigned to duties within the designated areas of the mechanical and conveyance equipment maintenance responsible for the maintenance, repair and renovation of the Airport Facilities that come under the jurisdiction of Operating Engineers, Local 302, will not be responsible for the Airport Utilities operation and maintenance duties, except to lend assistance in the case of emergencies, provided such action will not interfere with performance of priority mechanical work of said Airport Facilities.

### **Mechanical Maintenance Engineer**

The term Mechanical Maintenance Engineer shall mean, for purposes of coverage under this Agreement, all employees who have as their primary duties the responsibility to maintain, service, repair, alter, modify, renovate and overhaul all mechanical and conveyance equipment within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 302.

### **Head Mechanical Maintenance Engineer(s)**

At the discretion of the Conveyance Systems Manager, a Journey Level-status Mechanical Maintenance Engineer may be designated as Head Mechanical Maintenance Engineer, responsible to the Chief Engineer, to supervise those employees assigned to maintain, service, repair, alter, modify, renovate and overhaul all mechanical and conveyance equipment within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 302.

At the discretion of the Conveyance Systems Manager, a Journey Level-status Mechanical Maintenance Engineer may be designated as Head Engineer, responsible to the Conveyor Shop Chief, to supervise those employees assigned to technical project review, and to those engineers assigned to the Baggage Systems Engineering functions. The Head Engineer will be responsible for the coordination of the Baggage System Engineering functions that fall within the jurisdiction of Operating Engineers, Local 302.

A Head Mechanical Maintenance Engineer shall be paid a minimum of fifteen percent (15%) above the day-shift pay scale of the Mechanical Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

**Lead Operating & Maintenance or Mechanical Maintenance Engineer**

At Management's discretion, a Lead Mechanical Maintenance Engineer may be assigned. Any employee so assigned will be responsible to the assigned Chief Engineer and/or the Head Mechanical Maintenance Engineer during a shift, for the coordination of the maintenance, repair and renovation of such mechanical and conveyance equipment assigned as their responsibility at the Airport that falls within the jurisdiction of the Union. The Lead Mechanical Maintenance Engineer shall be paid five percent (5%) above the day-shift pay scale of the Mechanical Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

**SCHEDULE A**  
**Job Classifications and Rates of Pay**

For those employees employed on the date of the Union's ratification of this agreement, or who separated employment in good standing:

Effective June 1, 2023, the base wage rate shall be increased by seven percent (7%).

Effective June 1, 2024, the base wage rate shall be increased by six percent (6%).

Effective June 1, 2025, the base wage rate shall be increased by five percent (5%).

Effective June 1, 2026, the base wage rate shall be increased by four percent (4%).

Effective June 1, 2027, the base wage rate shall be increased by four percent (4%).



<b>Wages</b>						
<b>Article 8.03 &amp; 8.04</b>	<b>Current</b>	<b>New* 6/1/2023</b>	<b>6/1/2024</b>	<b>6/1/2025</b>	<b>6/1/2026</b>	<b>6/1/2027</b>
	<b>\$2.00</b>	<b>\$2.35</b>	<b>\$2.35</b>	<b>\$2.35</b>	<b>\$2.35</b>	<b>\$2.35</b>
		<b>Increase</b>	<b>Increase</b>	<b>Increase</b>	<b>Increase</b>	<b>Increase</b>
Classifications		<b>7.00%**</b>	<b>6.00%**</b>	<b>5.00%**</b>	<b>4.00%**</b>	<b>4.00%**</b>
	<b>Current</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>6/1/2022</b>	<b>6/1/2023</b>	<b>6/1/2024</b>	<b>6/1/2025</b>	<b>6/1/2026</b>	<b>6/1/2027</b>
Engineer (Journeyman) (Operating and Maintenance/Mechanical)	\$52.80	\$56.50	\$59.89	\$62.88	\$65.40	\$68.02
Engineer with License per 8.02	\$53.05	\$56.75	\$60.14	\$63.13	\$65.65	\$68.27
Engineer (Journeyman with License per 8.03) (Operating and Maintenance/Mechanical)	\$54.80	\$58.85	\$62.24	\$65.23	\$67.75	\$70.37
Mechanical Maintenance Engineer (Conveyance Systems) W/ Welding License per 8.04	\$54.80	\$58.85	\$62.24	\$65.23	\$67.75	\$70.37
Lead Operating and Maintenance/ Mechanical Maintenance Engineer (5% above Journeyman Scale)	\$55.44	\$59.33	\$62.88	\$66.02	\$68.67	\$71.42
Lead Operating Maintenance Engineer with License Premium outlined per 8.03	\$57.44	\$61.68	\$65.23	\$68.37	\$71.02	\$73.77
Lead Maintenance/ Mechanical Maintenance Engineer (with Grade II License per 8.02)	\$55.69	\$59.58	\$63.13	\$66.27	\$68.92	\$71.67
Lead Mechanical Maintenance Engineer W/Welding License per 8.04	\$57.44	\$61.68	\$65.23	\$68.37	\$71.02	\$73.77
Head Operating and Maintenance/ Mechanical Maintenance Engineer (15% above Journeyman scale)	\$60.72	\$64.98	\$68.87	\$72.31	\$75.21	\$78.22
Head Operating and Maintenance/ Mechanical Maintenance Engineer (with License per 8.02)	\$60.97	\$65.23	\$69.12	\$72.56	\$75.46	\$78.47
Head Operating and Maintenance/ Mechanical Maintenance Engineer (with License per 8.03)	\$62.72	\$67.33	\$71.22	\$74.66	\$77.56	\$80.57

Chief Operating Maintenance/Mechanical Engineer (25% above Journeyman Scale)	\$65.99	\$70.63	\$74.86	\$78.60	\$81.75	\$85.03
Chief Operating Engineer (with License per 8.03)	\$67.99	\$72.98	\$77.21	\$80.95	\$84.10	\$87.38
Technical Reviewer	\$60.72	\$64.98	\$68.87	\$72.31	\$75.21	\$78.22
Technical Reviewer (with License)	\$62.72	\$67.33	\$71.22	\$74.66	\$77.56	\$80.57
Technical Reviewer Conveyor Workgroup with Structural Welding AWS Certificate	\$62.72	\$67.33	\$71.22	\$74.66	\$77.56	\$80.57

\*Effective June 1, 2023 for current employees and employees who separated in good standing.

\*\*base rate increase

Apprentice Class								
			Current	Effective	Effective	Effective	Effective	Effective
			6/1/2022	6/1/2023	6/1/2024	6/1/2025	6/1/2026	6/1/2027
	1st 6 Months	60.00%	\$31.68	\$33.90	\$35.93	\$37.73	\$39.24	\$40.81
	2nd 6 Months	65.00%	\$34.31	\$36.73	\$38.93	\$40.87	\$42.51	\$44.21
	3rd 6 Months	70.00%	\$36.96	\$39.55	\$41.92	\$44.02	\$45.78	\$47.61
	4th 6 Months	75.00%	\$39.60	\$42.38	\$44.92	\$47.16	\$49.05	\$51.02
	5th 6 Months	80.00%	\$42.23	\$45.20	\$47.91	\$50.30	\$52.32	\$54.42
	6th 6 Months	85.00%	\$44.88	\$48.03	\$50.91	\$53.45	\$55.59	\$57.82
	7th 6 Months	90.00%	\$47.52	\$50.85	\$53.90	\$56.59	\$58.86	\$61.22
	8th 6 Months	95.00%	\$50.15	\$53.68	\$56.90	\$59.74	\$62.13	\$64.62
	9th 6 Months	100.00%	\$52.80	\$56.50	\$59.89	\$62.88	\$65.40	\$68.02

Utility Workers								
			Current	Effective	Effective	Effective	Effective	Effective
			6/1/2022	6/1/2023	6/1/2024	6/1/2025	6/1/2026	6/1/2027
	1st Year	55.00%	\$29.04	\$31.08	\$32.94	\$34.58	\$35.97	\$37.41
	2nd Year	60.00%	\$31.68	\$33.90	\$35.93	\$37.73	\$39.24	\$40.81
	3rd Year+	65.00%	\$34.31	\$36.73	\$38.93	\$40.87	\$42.51	\$44.21

**ADDENDUM #1**  
**TRAINING TRUST ADDENDUM**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2025 between **The Port of Seattle** and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302**

**WHEREAS**, the Port and the Union have entered into a Collective Bargaining Agreement with respect to the terms and conditions of the employment of certain employees of the Port represented by the Union; and

**WHEREAS**, the Union and other employers with whom the Union has Collective Bargaining Agreements have established a trust fund, known as the “Western Washington Stationary Engineers Training Trust,” for the purpose of providing employees who are represented by the Union with journey level upgrading, apprenticeship training and training programs; and

**WHEREAS**, said trust fund is a joint labor-management trust established in accordance with the applicable provisions of the Internal Revenue Code, the Labor-Management Relations Act and the Employee Retirement Income Security Act; and

**WHEREAS**, the Port and the Union jointly desire to upgrade and advance the skills and training of the employees represented by the Union;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Effective 23 June 2023, the Port, who is a party to this Collective Bargaining Agreement, agrees to participate in the Western Washington Stationary Engineers Training Trust program. By virtue of this Agreement, the Port does not agree to hire and train apprentice (s), but should an apprentice be hired, it will be in accordance with the Standards of the program. The Port further agrees to remit the regular established contribution rate, as determined by the Trustees of the Fund. Employees taking classes must understand work will take precedence with changed schedules.
2. Effective 23 June 2023, the Port shall contribute \$30.00 per month for each bargaining unit employee who received eighty (80) hours or more compensation in the preceding calendar month to the “Western Washington Stationary Engineers Training Trust”.
3. The total amount due for each calendar month shall be remitted in a lump sum to the “Western Washington Stationary Engineers Training Trust,” in care of the depository selected by the Trustees of the fund, not later ten (10) days after the last business day of such month.

4. The Port and the Union agree to be bound the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the “Western Washington Stationary Engineers Training Trust” and by any amendments to said trust agreement, heretofore or hereafter adopted.

5. The Port accepts as its lawful representatives the Employer Trustees who are now or may hereafter serve on the Board of Trustees of the Trust Fund and consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.

6. The Port retains the right to terminate any apprentice at any time during the training program if the apprentice voluntarily abandons further training or if the apprentice is dropped from the training program by the Joint Apprenticeship Training Committee.

7. The Port acknowledges its responsibility to maintain the status quo by paying to the Trust Fund contributions during any period of bargaining with the Union following termination of any collective bargaining agreement. The Port and the Union recognize this Training Trust Addendum as a separate written agreement requiring Port contributions to the Trust Fund during the period of bargaining. The written terms of any Collective Bargaining Agreement between Port and the Union are hereby expressly referred to and incorporated by reference herein and made a part of this Training Trust Addendum. The Port acknowledges that this Training Trust Addendum requires the payment of contributions to the Trust and may be enforced by the Trust in either state or federal court.

Port (Employer)

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 302

By \_\_\_\_\_  
Stephen P. Metruck  
Executive Director

By \_\_\_\_\_  
Ryen Young  
Senior Field Representative

By \_\_\_\_\_  
Andrea Major, Training Coordinator

## **ADDENDUM #2 IUOE National Training Fund Contribution**

The Employer hereby agrees to make contributions to the International Union of Operating Engineers National Training Fund in the amount of \$.05 (five cents) per hour for each hour paid to a maximum of 2080 hours.

The Employer shall not be subject to any other assessments, fees, penalties, and/or liabilities beyond the five cents (\$.05) for each hour paid, to a maximum of 2080 hours.

The Employer agrees to transmit and pay the amount of contributions due to the national Training Fund to: Welfare & Pension Administration Services (WPAS) at 7525 SE 24<sup>th</sup> Street, Suite 200, Mercer Island, WA 98040. The Employer will make the National Training Fund contribution on the 20<sup>th</sup> day of the month following the month in which work was performed under this agreement.

Unless otherwise stated in this Agreement, the Employer agrees to become party to the current Agreement and Declaration of Trust establishing the International Union of Operating Engineers National Training Fund as amended through November 1996 and further agrees to be bound by the Agreement and Declaration of Trust and any amendments adopted thereto. The Employer further agrees to be bound by all rules, regulations and procedures adopted by the Board of Trustees of the International Union of Operating Engineers National Training fund, together with all actions taken by the Board of Trustees within the scope of its authority. The Employer also authorizes the parties to the Agreement and Declaration of Trust to appoint trustees and successor trustees and hereby ratifies and accepts the trustees so appointed.

### **ADDENDUM #3 Letter of Understanding**

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

1. In addition to the license renewal fees identified in Articles 8.06 and 8.07 of the CBA, the Port is willing to pay up to thirty-two (32) total additional license renewal fees for the following:

• City of Seattle Refrigeration Mechanic Journey Level	6 Maximum
• City of Seattle Natural Gas Mechanic	2 Maximum
• DOH—Backflow Assembly Tester Certification	8 Maximum
• State-Certified Plumbers License	2 Maximum
• DOH—Cross Connection License	4 Maximum
• DOE—Operator in Training (OIT)	2 Maximum <sup>1</sup>
• NICET Level 1, 2, 3	4 Maximum
• Boiler Licenses (Grade II or higher)	4 Maximum

#### **PORT OF SEATTLE**

**By:** \_\_\_\_\_  
Stephen P. Metruck  
Executive Director

#### **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302**

**By:** \_\_\_\_\_  
Ryen Young  
Senior Field Representative

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<sup>1</sup> Beyond those that are assigned to the IWTP