

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**PORT OF SEATTLE**  
**And**  
**LABORERS LOCAL UNION 242**

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**Washington Protected Sick Leave for Emergency Hires, Limited Duration Employees, and Apprentices**

WHEREAS, the Parties are signatory to a Maintenance Agreement Addendum (MAA) covering employees at the Port of Seattle that are represented by Unions that are affiliated with the Seattle Building Trades working at the Port of Seattle;

WHEREAS, Article 4 of the MAA allows the Port of Seattle and individual unions to execute separate special agreements that may supplement the MAA;

WHEREAS, Article 17.K. of MAA, states that Emergency Hires, Limited Duration Employees, and Apprentices shall be entitled to accrue Washington Protected Sick Leave in accordance with the minimum requirements of the Washington Paid Sick Leave Law;

WHEREAS, as of June 1, 2024, the Area Master Labor Agreement between the LABORERS LOCAL 242 and the Associated General Contractors (AGC), Washington Chapter, includes a new 2.5% PTO benefit contribution, managed through the Union, that is intended to meet the employer's obligations under RCW 49.46.180 through RCW 49.46.210 and WAC 296.128.620 et seq.;

WHEREAS, the Parties have agreed that the new 2.5% PTO benefit is only intended to be applied, prospectively, beginning on the first day of the first payroll period after the execution of this MOU, to Emergency Hires, Limited Duration Employees, and Apprentices;

WHEREAS, it was not the intent of the Parties that the employer contribute to both the new PTO benefit and a separate Washington Paid Sick Leave bank accrual, now,


THEREFORE, the Parties hereby agree to the following:

- Effective, the first day of the next payroll period after the execution of this document, the Parties agree that the Port's contribution of 2.5%, PTO, as per the attached 2022-2025 Wage & Fringe Summary, will satisfy the employer's total obligation associated with Article 17.K of the MAA;
- The Union agrees to protect, defend, hold harmless, and indemnify (collectively "Indemnify" and "Indemnification") the Port of Seattle, its subsidiaries, and its and their respective successors, assigns, commissioners, directors, officers, employees, agents, and affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses of or by an employee, former employee, Washington State Department of Labor and Industries, or a third party, including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), actually or allegedly, directly or indirectly, arising out of or related to (1) any breach of any duty (including contractual duty), representation or warranty of Union to properly and legally administer a Washington

State Paid Sick Leave program that is fully compliant with applicable statutes and regulations; (2) any breach or violation of any covenant or other obligation or duty of Union under the applicable Agreement or under applicable law as it applies to the Port of Seattle as the employer; and (3) any third party Claims which arise out of, relate to or result from any act or omission of Union; and, in each case whether or not caused in whole or in part by the negligence of the Union, or any other Indemnified Party, and whether or not the relevant Claim has merit.

This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor MAA between the Parties.


**UNION**

  
Dale Cannon  
Secretary/Treasurer  
Business Manager  
Local 242

Date

7-30-25  
  
Monty Anderson  
Executive Secretary  
Seattle Building and Construction Trades Council

**FOR THE PORT OF SEATTLE**

  
Stephen P. Metruck  
Executive Director  
Port of Seattle

Date

Date

07-30-25