

Maintenance Agreement

Between

The Port of Seattle

And

The Pacific Northwest Regional Council of

Carpenters

January 1, 2009 – December 31, 2012

This Agreement is made and entered into by and between the Port of Seattle and the Pacific Northwest Regional Council of Carpenters on January 1, 2009, for the purpose of establishing wages, hours of work, terms and conditions of employment and other items deemed important by the parties, and shall be subject to any Federal or State Law and the terms of the Port's Salary 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 slowdown or similar activity against the Port of Seattle. Should any provision 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, rule or regulation.

**ARTICLE I
UNION RECOGNITION**

Since the Pacific Northwest Regional Council of Carpenters is no longer affiliated with the Seattle/ King County Building and Construction Trades Council, and desires to bargain independently from that organization, the Port of Seattle reaffirms its recognition of the Pacific Northwest Regional Council of Carpenters, (hereinafter referred to as the "Union"), as the Collective Bargaining representative of the "unit employees" of the Port of Seattle who are employed in crafts or job classifications which would otherwise be covered by collective bargaining agreements between the Union and other employers performing similar scopes of work in the Puget Sound region, for the following purposes and subject to the following conditions:

The Port recognizes the Union as the sole and exclusive bargaining agent 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 II
MANAGEMENT RIGHTS**

The Port retains all rights except those rights that are limited by the subsequent Articles of this Agreement or applicable law. Nothing anywhere in this agreement 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 and the Letter of 1965 as attached.

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**ARTICLE III
MAINTENANCE OF MEMBERSHIP**

All present employees who are members of the Union on the date of signing of this agreement shall remain members as a condition of employment. Present employees who are not members of the union at the date of the execution of this agreement shall become members of the union within the time period specified under the union's Master Labor Agreement and shall remain members as a condition of employment. No employee will be terminated under this agreement if the Port has reasonable grounds for believing:

1. That union membership was not available to the employee on the same terms and conditions generally applicable to other union members, or
2. That union membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

The Port shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request to the Port's Director of Labor Relations from the union. Prior to sending a written request for termination to the Port, the union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

**ARTICLE IV
SPECIAL AGREEMENTS**

It is agreed that the Port of Seattle and the Union may execute separate special agreements regarding special conditions not covered by this Maintenance Agreement or the letter of 1965 or area Master Labor agreement. Such special agreements may supplement this Maintenance Agreement or the area Master Labor Agreement.

Appendices shall be located at the end of this agreement.

**ARTICLE V
DEFINITIONS**

- A. **Regular Employees:** Regular employees shall mean those employees who have been hired by the Port in accordance with the Port's required posting and selection procedures.

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- B. **Apprentices:** Apprentice employees are those employees who are regular 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. **Temporary Employees:** Temporary 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 temporary employee shall not exceed one hundred eighty (180) calendar days between employment and termination.
- D. **Emergency:** Civil emergencies such as, but not limited to, earthquakes, floods, extreme weather, or fire will be declared by the CEO of the Port.

**ARTICLE VI
HIRING NOTIFICATION**

- A. **Notification of Vacancies:** The Port will advise the Union at the time of any employment postings.
- B. **Notification of Employees Hired:** The Port shall advise the Union of the names and social security numbers of Port employees covered by this Agreement within seven (7) calendar days following the date of employment.

**ARTICLE VII
TERMS AND CONDITIONS**

- 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 Area Master Labor Agreement between the Union and their construction contractors. This shall not apply under circumstances defined by paragraphs B. and C. below. Crew Chief/Foreman rates and rates for other classifications shall be adjusted accordingly, keeping their existing relationships to Port journey level rates.
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.
- 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.

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Such adjusted construction wage rate termination payments shall be limited to employees who are laid off solely to reduction in force.

- C. **Construction Conditions for Emergency Hires:** All emergency employees hired by the Port shall be paid on a per diem basis at the construction rate with fringe benefits as provided for in the Area Master Labor Agreement.
- 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 Union on developing policies promoting the employment of apprentices as part of the work force covered by this Agreement.

**ARTICLE VIII
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 Area Master Labor Agreement. Any changes will occur only after consultation with the Union.
- D. Article VIII A. and B. apply unless otherwise modified as provided in this Agreement.

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**ARTICLE IX
OVERTIME**

- A. 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 letter of agreement that has been negotiated and agreed to by the Port.

Hours worked prior to an established shift and hours worked after established shift will be at overtime wage. On a five (5) day eight (8) hour standard work week Monday through Friday the first four (4) hours of overtime will be at time and half (1 ½). All additional overtime shall be at two (2) times the straight time rate of pay. On a four ten (10) hour shift beginning Monday and ending on Thursday or beginning on Tuesday and ending on Friday the first two (2) hours of overtime will be at time and half (1 ½). All additional overtime shall be at two (2) times the straight time rate of pay.

- B. Unless otherwise agreed with the Port, other premium rates will be the same as those set in the Area Master Labor Agreement.

**ARTICLE X
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 Area Master Labor 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 the Area Master Labor 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 Area Master Labor Agreement.

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**ARTICLE XI
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 XII
SHOP STEWARDS**

The 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 Union, but as agents, their decisions in resolving matters are subject to Union approval.

**ARTICLE XIII
FRINGE BENEFITS**

- A. **Benefit Coverage:** The Port shall continue to provide benefits coverage under the conditions set forth in the Area Master 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 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 Master Labor Agreement. The action heretofore or hereafter performed by the Trustees of such trust or trusts are hereby adopted by the Port and the Union. Fringe benefit contributions shall not be made on vacation hours paid or on holiday paid hours not worked. However, contributions shall be made on holiday hours worked.

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**ARTICLE XIV
DEFERRED COMPENSATION**

Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. 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 or the Letter of 1965, the Area Master Labor Agreement or to negotiation by the Union.

**ARTICLE XV
NON-DISCRIMINATION**

The Union and the Port agree that there shall be no discrimination against any employee by reason of race, creed, age, color, sex, national origin, religious belief, martial status, sexual orientation, political ideology, Vietnam era veteran status, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the Port.

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 XVI
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.

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
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Three Employee Designed Floaters	To be taken any time during contract year

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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 holiday 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 were due to:
 - a) An industrial injury sustained in the course of his/her employment.
 - b) A bona fide illness covered by a Doctor's certificate 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 or may not be qualifying. However, appearance as a subpoenaed prosecution witness would be qualifying (date subject to confirmation by counsel of record),

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- 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:** 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 XVII
PAID TIME OFF

- A. **Rates of Accrual:** Effective January 1, 2005, and based upon a pro rata share of a full-time work schedule, paid time off 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 .0577 per compensated straight time hour (.0577 x 2080 annual hours = 120 hours per year).

From the 60th Month Through 143rd Month: From the sixtieth (60th) full month to and including the on hundred forty-third (143rd) full month of continuous employment, regular employees shall accrue paid time off at the rate of .0769 per compensated straight time hour (.0769 x 2080 annual hours = 160 hours per year).

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After 144th Month: After completion of twelve (12) years of continuous employment starting with the one hundred forty-fourth month, regular employees shall accrue paid time off at the rate of .0961 per compensated straight time hour (.0961 x 2080 annual hours = 200 hours per year).

B. **Limits on Accumulating Paid Time Off:** Paid time off accumulation shall be limited to a 24-month accrual at any time. Any portion above a 24-month accrual of unused paid time off shall be forfeited; unless the reason for not taking such paid time off is at management's direction, as under emergency conditions. In such event unused paid time off shall not be forfeited.

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:** 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.

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- 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 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. **Retroactive Paid Time Off Accruals:** Paid time off for regular employees shall accrue from date of hire. Individuals employed as emergency hires, who are subsequently hired on as regular employees, shall have their hire dates adjusted by the time employed during the previous one hundred eighty (180) calendar days. 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.

**ARTICLE XVIII
BEREAVEMENT LEAVE**

Any employee who suffers a death in 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 spouse or domestic partner or 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 of a employee or spouse or domestic partner.

An employee and a domestic partner must complete an Affidavit of Marriage/Domestic Partnership which requires them to declare that they:

- (1) Share the same regular and permanent residence.
- (2) Have a close personal relationship.
- (3) Are jointly responsible for basic living expenses.

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- (4) Are not married to anyone.
- (5) Are each 18 years of age or older.
- (6) Are not related by blood closer than would bar marriage in the State of Washington.
- (7) Were mentally competent to consent to contract when the domestic partnership began.
- (8) Are each other's sole life partner and are responsible for each other's common welfare.

**ARTICLE XIX
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 XX
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.
- 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 within fifteen (15) working days of the date of violation. In cases of gross misconduct, such as, but not limited to, instances involving theft or physically assaulting a supervisor, immediate discharge or suspension may be accomplished without prior warning notice.

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Warning notices must be timely. A written warning notice shall be null and void unless given to the employee and sent to the Union within fifteen (15) 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 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. Any such protest shall be presented to the Port in writing within fifteen (15) 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 Union.

ARTICLE XXI 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 XXII SAFETY SHOES

The Port shall pay regular employees a \$100.00 stipend each contract year for the purchase price or repair of ANSI approved footwear (Z41.1 1991/1999). The Port shall pay employees who have accrued at least 1,000 hours of work a \$100.00 stipend each contract year for the purchase price or repair of ANSI approved footwear (Z41.1 1991/1999).

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

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**ARTICLE XXIII
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 Agreement or to negotiation by the Union.

**ARTICLE XXIV
LONG TERM CARE INSURANCE**

Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care insurance plan made available to Port non-represented employees. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any 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.

**ARTICLE XXV
BI-WEEKLY PAY**

Effective July 1, 2005, payroll checks shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees. Employees are encouraged to enroll in direct deposit with their designated financial institution.

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**ARTICLE XXVI
EFFECTIVE DATE AND DURATION**

This Agreement shall be in full force and effect for a period of four (4) years from January 1, 2009 through December 31, 2012.

Signed this ___ day of _____

EMPLOYER:

Union

Port of Seattle

Name of Company (please print)

PNW Regional Council of Carpenters, UBC

By (print name): _____

By: _____

Title: _____

Title: _____

*Signature: _____

*Signature: _____

Address _____

*Regional Manager: _____

*Contract
Administration: _____

Phone: _____ Fax: _____

***Required Signers**