

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

**APPENDIX A**

FEBRUARY 10, 1965

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

Gentlemen:

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

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

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

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