

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
PORT OF SEATTLE
AND
INTERNATIONAL LONGSHORE AND WAREHOUSE WORKERS UNION, LOCAL 9
(Representing the Aviation Security and Aviation Operations Bargaining Units)**

This Memorandum of Agreement (MOA) is entered into by and between the International Longshore and Warehouse Workers Union, Local 9 (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

The Parties have met and agree as follows concerning the adjustment of the mid shift differential as outlined in the Collective Bargaining Agreement (CBA) under Article 13: Section 3 -Shift Differentials.

1. The parties recognize the current shift differentials outlined in the CBA, specifying a 10% shift differential for mid shift hours (between 11:00 P.M. and 6:59 A.M.) (“mid shift time bracket”). Under the current wording, “[t]he majority of hours worked within a particular time bracket will determine the shift differential that an employee is entitled to be paid for the entire shift.” The purpose of this MOU is to also allow for a mid-shift differential of 10% for any shift that starts at 3 A.M. , regardless of whether a majority of hours worked are within the mid shift time bracket.
2. The parties hereby agree to modify the shift differential for shifts starting at 3 A.M. or before. Pursuant to this modification, employees working shifts starting at 0300 shall receive a mid-shift differential of 10% over their regular rate, irrespective of the actual hours worked within the mid shift time bracket.
3. This modification shall take effect on January 7, 2024, and shall remain in effect through the January 7, 2024 effective bid.
4. The parties agree to periodically review the impact and effectiveness of this modification. Any necessary adjustments or amendments to this MOU shall be made through mutual agreement in writing.
5. This MOU is in accordance with and does not supersede any other provisions of the existing CBA. The shift differential for mid shift hours, as modified by this MOU, shall be implemented within the framework of the CBA.
6. This MOU is executed in duplicate, each copy having the same effect as an original, on the date first above written.

This Memorandum of Agreement is entered into on the _____ day of _____,2023.

FOR THE UNION:

James M. Limric Jr, President
ILWU, Local 9

FOR THE PORT OF SEATTLE:

Stephen P. Metruck, Executive Director
Port of Seattle