

**MAINTENANCE AGREEMENT ADDENDUM**

between

**THE PORT OF SEATTLE**

and

**THE SEATTLE BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

and

**1965 LETTER OF AGREEMENT**

Signed on behalf of

**THE SEATTLE BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

and its

**AFFILIATED LOCALS**

and

**THE PORT OF SEATTLE**

**JANUARY 1, 2016 – DECEMBER 31, 2018**

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**MAINTENANCE AGREEMENT ADDENDUM**

**Between**

**THE PORT OF SEATTLE**

**and**

**THE SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL**

This Agreement made and entered into by and between the Port of Seattle (hereinafter referred to as the Port) and the Seattle/King County Building and Construction Trades Council and its affiliate local unions signatory hereto (hereinafter designated as the Union) on January 1, 2010 is for the purpose of establishing wages, hours of work, terms and condition of employment and other items deemed important by the parties.

**ARTICLE I  
UNION RECOGNITION**

The Port recognizes the Union as the sole and exclusive bargaining agents according to craft 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 as those rights are limited by the subsequent Articles of this Agreement or applicable law. Nothing anywhere in this Agreement (for example, but not limited to the Recognition and/or Grievance Articles) 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.

**ARTICLE III  
MAINTENANCE OF MEMBERSHIP**

All present employees who are members of a union on the date of signing of this Addendum shall remain members as a condition of employment. Present employees who are not members of the appropriate union at the date of the execution of this Addendum shall become members and shall remain members of the appropriate union as a condition of employment. All employees hired after the execution of this Addendum shall become members of the appropriate union within the time periods specified respectively under each of the appropriate union's 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 appropriate union. Prior to sending a written request for termination to the Port, the appropriate union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within ten (10) working days of receipt of written request by the Port's Director of Labor Relations inclusive of notice to the employee by the Port with an opportunity for the employee to provide information prior to termination.

#### **ARTICLE IV SPECIAL AGREEMENTS**

It is agreed that the Port of Seattle and individual local unions affiliated with the Seattle Building and Construction Trades Council may execute separate special agreements regarding special conditions not covered by this Maintenance Agreement Addendum or area construction agreements. Such special agreements may supplement this Maintenance Agreement Addendum or the 1965 Letter of Agreement or the applicable area labor agreement. All addendum or special agreements between the Port and an individual union shall be subject to approval of Seattle/King County Building and Construction Trades Council.

Appendices shall be located at the end of this Agreement.

#### **ARTICLE V DEFINITION OF EMPLOYEE**

- A. **Regular Employees:** Regular employees shall mean those employees who have been hired by the Port as Full time Equivalents (FTE's) in accordance with the Port's required posting and selection procedures.
- B. **Apprentices:** Apprentice employees are those 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. **Emergency Employees:** Emergency 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 emergency employee shall not exceed one hundred eighty (180) calendar days between employment and termination.

## **ARTICLE VI HIRING NOTIFICATION**

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

## **ARTICLE VII TERMS AND CONDITIONS**

The terms and conditions of this Maintenance Agreement Addendum interpret and supplement Appendix C. Item 2 of the Appendix C shall be interpreted as indicated in A., B. and C. below.

- 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 labor agreements between the Unions and their construction contractors. This shall not apply under circumstances defined by paragraphs B. and C. below. Crew Chiefs (was formerly 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 Addendum.

New employees hired into regular status positions shall serve a six (6) month probationary period. During this probationary period an employee may be relieved of duty without recourse to the arbitration procedure. In the event a probationary employee is terminated a probationary termination letter will be sent to the hiring hall and shall serve as a no-rehire letter. Employees hired into regular positions who have served in emergency hire status in six (6) months of the last eighteen (18) months shall be considered to have served their probationary period.

- 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. Such adjusted construction wage rate

termination payments shall be limited to employees who are laid off solely due 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 respective area construction agreements.
- 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 individual local unions 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 uptown agreements. Any changes will occur only after consultation with the Union involved.

- D. Article VIII, A. and B. apply unless otherwise modified as provided in this Agreement.

## **ARTICLE IX OVERTIME**

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

Unless otherwise agreed with the Port, other premium rates will be the same as those set in the various construction agreements.

## **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 applicable Uptown 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 applicable Uptown 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 various construction agreements.

## **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**

Each 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 Unions, 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 appropriate local union's construction 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, with the exception of pension as noted in C below, 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 construction agreements. The action heretofore or hereafter performed by the Trustees of such trust or trusts are hereby adopted by the Port and the appropriate Unions. Fringe benefit contributions with the exception of pension as noted in C below, shall not be made on vacation hours paid or on holiday paid hours not worked. However, contributions shall be made on holiday hours worked.
  
- C. Pension Benefits: Effective upon implementation, the Port agrees to pay the base hourly pension contribution rates on behalf of regular employees to the respective pension trusts as negotiated under each signatory union's construction area agreement on all compensated hours. This agreement is a change from the prior agreement that provided for contributions on hours worked plus ten (10) hours per month.

In the event that a union pension plan comes under a mandatory funding improvement plan, the Building Trades Council and signatory union agree to open the contract to negotiate the impacts of the funding improvement plan with the Port.



- D. Health and Welfare: Signatory unions and the Building Trades Council will assist the Port in acquiring information from the medical benefits trusts to insure that the Port is in compliance with the Affordable Care Act.

**ARTICLE XIV  
DEFERRED COMPENSATION**

Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. 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 Addendum or 1965 Letter of Agreement, the Area Construction Agreements, or to negotiation by any Union.

**ARTICLE XV  
NON-DISCRIMINATION**

The Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state and federal laws.

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 and Article IV, A.

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 Designated Floaters	To be taken any time during contract year

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 holidays 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 was 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),
- 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:** Regular 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:** Paid time off for regular employees is earned as follows:

**From Date of Hire Through 59<sup>th</sup> 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 one 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).

**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 four hundred and eighty (480) hours. 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.
- 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 the 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. **Paid Time Off Accruals for Emergency Hires Who Become Regular Employees:** Emergency hires who become regular employees shall have their hire dates adjusted by the time employed as emergency hire during the previous one hundred eighty (180) calendar days for the purposes of determining accrual rate but shall not earn accruals for time spent as an emergency hire.. 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 but in no case shall the adjusted date of hire as a regular employee be more than one hundred and eighty (180) days..
- J. **Voluntary Cash-Out of Paid Time Off Hours:** Effective upon ratification, employees may cash-out paid time off (PTO) 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 cash out. Upon ratification and through the end of the year in which ratified **only**, employees in the bargaining unit may request and receive a one-time PTO cash out without penalty.

## **ARTICLE XVIII PAID PARENTAL LEAVE**

The Port shall provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. The Port may change or modify its Paid parental leave policy and/or procedure. If the Port desires a change/modification the Port agrees to provide the Council and signatory unions with advance notice of any change.

## **ARTICLE XIX BEREAVEMENT LEAVE**

Employees who have been employed for at least thirty (30) days of uninterrupted service and who suffers a death in the 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 wife, husband, 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.

## **ARTICLE XX 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 XXI 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. If the Port and the Union representatives are unable to reach agreement within two weeks, the dispute may be referred by either party to a mutually acceptable arbitrator within thirty (30) days. If agreement cannot be reached for arbitrator selection, the Federal Mediation and Conciliation Service shall appoint an arbitrator. The decision of the arbitrator shall be final and binding, and shall be limited by the terms and provisions of this Addendum or of the applicable agreements referenced by this Addendum. The cost of arbitration shall be shared equally by 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. Discipline to be considered valid shall be issued in writing within twenty (20) working days of the date of violation or knowledge of the violation. Should the employer request an extension of time for further investigation, such twenty (20) work day period shall be extended for purposes of that

investigation. In cases of gross misconduct, such as, but not limited to, instances involving theft or physical assault, immediate discharge or suspension may be accomplished without a prior warning notice. Warning notices must be timely.

With the exception of a discharge or suspension for gross misconduct or a disciplinary investigation in which an extension of time is requested by the employer, any disciplinary action shall be null and void unless issued in writing and given to the employee and sent to the Union within twenty (20) 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 local 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. Effective upon ratification of the agreement by the parties, any such protest shall be presented to the Port in writing within twenty (20) 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 local union involved.

## **ARTICLE XXII 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 XXIII OUTSIDE AGREEMENTS**

The Articles and Appendices of this agreement and any understandings related hereto comprise the fundamental agreement of the parties. Any items not amended by this agreement or otherwise interpreted by the parties are covered in the appropriate uptown outside agreements.

## **ARTICLE XXIV SAFETY SHOES**

Effective upon ratification of the agreement by the parties, the Port shall pay regular employees a \$150.00 stipend each contract year for the purchase price or repair of ANSI approved footwear

(Z41-1999), American National Standard for Personal Protection. 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 (Z41-1999), American National Standard for Personal Protection.

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

**ARTICLE XXV  
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 Addendum or to negotiation by the Union.

**ARTICLE XXVI  
BI-WEEKLY PAY**

Pay shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees. 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.

**ARTICLE XXVII  
EFFECTIVE DATE AND DURATION**

This Addendum shall be in full force and effect for a period of three (3) year from January 1, 2016 through December 31, 2018.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL  
AND ITS AFFILIATED UNIONS:

By \_\_\_\_\_  
Monty Anderson, Executive Secretary  
SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

By \_\_\_\_\_  
Fernando Arevalo, Business Agent  
International Union of Painters and Allied Trades District Council 5  
IUPAT Sign Painters Local 1094



By \_\_\_\_\_  
Jeffery J. Owen, Business Manager / Financial Secretary  
United Association of Plumbing and Pipefitting Industry, Local No. 32

By \_\_\_\_\_  
Timothy G. Carter, Business Manager  
Sheet Metal Workers International Association, Local No. 66

By \_\_\_\_\_  
Dale W. Cannon, Secretary Treasurer / Business Manager  
Hod Carriers and General Laborers, Local No. 242

By \_\_\_\_\_  
Alan Clune, Business Manager  
Laborers, Pavers, Sewer, Watermain, and Tunnel Workers, Local No. 440

By \_\_\_\_\_  
Ron Dahl, Business Agent  
International Union of Operating Engineers, Local No. 302

By \_\_\_\_\_  
Stanton Bonnell, Business Manager  
UA Sprinkler Fitters, Local No. 699

FOR THE PORT OF SEATTLE

By \_\_\_\_\_  
Theodore J. Fick, Chief Executive Officer

**APPENDIX A**  
**OPERATING ENGINEERS LOCAL 302**

1. Rates of Pay: Equipment operators will be paid at 88% of Group 2.

	Day Shift
Effective June 1, 2016 Group 2	\$34.83

2. Equipment Operator: Port of Seattle Marine Maintenance has a Local 302 Equipment Operator(s) position that supports all crafts. With the exceptions of craft jurisdictions historically recognized, the operation of the sweeper, vactor, boom truck (stinger) hook, Condor crane, back hoe/excavator and crane maintenance when assigned, is the agreed work for this operator position.
3. Pension: Effective January 1, 2003, the pension contribution rate will be equal to the AGC. All monies collected for Pension by the Employer shall be paid to the agent of Local 302, namely: Engineers – Employers Trust, c/o Welfare and Pension Administration Services, Inc., P.O. Box 34205, Seattle, Washington 98124-1205.
4. Dues Check off: In accordance with the terms of an individual and voluntary written authorization for check off of membership dues in form permitted by the provisions of Section 302 @ of the Labor Management Relations Act, as amended, the Employer agrees to deduct for working dues check off at two percent (2%) of gross wages effective upon the signature date. The Employer shall remit on a monthly basis working check off dues that have been authorized by the membership of Local 302. Working dues check off shall not be deducted on paid time off hours paid but not worked holiday hours paid but not worked, or on bereavement hours paid but not worked. All monies collected for working dues by the Employer shall be paid to the agent of Local 302, namely: Engineers-Employers Trust, c/o Welfare and Pension Administration Services, PO Box 34205, Seattle, Washington 98124-1205.

**APPENDIX B**  
**AIRPORT -LOCAL #440 LABORERS**

All overtime will be paid at double time (2X), in accordance with an agreement that the travel time provisions in the uptown agreement be waived for heavy, highway, and engineering project work outside the city. Otherwise such work would require paying travel costs to SeaTac employees on a daily basis. Paying all overtime at the double time rate was a trade off to avoid application of travel cost provisions.

In addition, other conditions exist which are favorable to the Port at Sea-Tac as a result of long-term informal agreements. Sea- Tac Laborers are on a multiple shift/split workweek where days off are other than Saturdays and Sundays, but Saturday and Sunday are not overtime days unless they happen to be the sixth and seventh day of an employee's workweek. The contract specifically provides for double time on Sunday and makes no mention of split workweeks, which have been in effect for many years at Sea-Tac. Also, the airport does not pay premiums for jack hammer and sewer work and this has never been questioned by the Local #440 Union office.

The Crew Chief's differential (Foremen's differential) shall be in addition to the shift premium of the highest shift over which the Crew Chief has direct responsibility (highest shift differential plus Foremen's differential). This adjustment applies retroactively to the contract date, and only during the time the specific job assignment (Crew Chief) is performed.

## APPENDIX C

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. ] 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;

- 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.

**Memorandum of Understanding**  
**By and Between**  
**Port of Seattle**  
**And**  
**The International Union of Painters and Allied Trades**

This Memorandum of Understanding shall be effective in conjunction with the Maintenance Addendum. The purpose of this memorandum of understanding is to modify the Full Time Regular Painter wage rate, pension and benefits stated in the Uptown Agreement and Maintenance Addendum as follows:

1. The Painters shall receive 88% of the rate under the Uptown Agreement as their regular full-time rate.
2. In lieu of all premium pay for special assignments, Painters shall receive a 9% premium pay on top of the base wage rate established in paragraph 1 above, on all regularly compensated hours.
3. Painter Foreman shall receive foreman pay above the highest journeyman rate in the shop in which the Foreman is assigned, as listed in the Western Washington Painters Schedule A.
4. When a Port of Seattle Division determines that a General Foreman is needed for the management of operations at their location, the Painter General Foreman shall receive a per hour premium in the same amount as foreman (see item 3 above) above the highest paid journeyman (including Foreman) supervised at the shop in which the General Foreman is assigned.
5. Painters shall receive pensions listed in the Striping Agreement for Washington & Idaho. Specifically, Painters shall be eligible for Western Washington Painters Pension Trust, Article XX of the Striping Agreement, and the IUPAT Pension, Article XXII of the Striping Agreement.
6. Paid Time off shall accrue at the rate specified in the Maintenance Addendum, on all compensated hours up to 2080.
7. Painters who perform work on any of the observed designated holidays shall be paid the actual time worked at double the regular-time rate.
8. Marine Maintenance shall provide each Painter in that division with five (5) pairs of whites-coveralls, and provide laundry service.

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

International Union of Painters Allied Trades  
District Council No. 5:

THE PORT OF SEATTLE

\_\_\_\_\_  
Fernando Arevalo  
Field Representative

\_\_\_\_\_  
Theodore J. Fick  
Chief Executive Officer

**Memorandum of Understanding**  
**By and Between**  
**Port of Seattle**  
**And**  
**SEATTLE BUILDING TRADE AND CONSTRUCTION TRADES COUNCIL**

The parties, the Port of Seattle and the Seattle Building and Construction Trades Council, agree to memorialize the past practice and process of the Port of Seattle Marine Maintenance pre-employment drug screen testing. The parties agree as follows:

1. Marine Maintenance has historically and shall prospectively require all applicants called from the Union Halls, to pass a post-offer/pre-employment drug screening test.
2. Marine Maintenance shall pay for the screening test. However, the pre-employment screening shall not be compensated time.
3. Local members sent back to the Union Hall and recalled to employment at the Port of Seattle Marine Maintenance shop shall not undergo additional pre-employment testing unless there is more than a six month break in service.
4. If the Port of Seattle Marine Maintenance should enter into the Drug Free Workplace Program in the future, this issue and MOU will be revisited.

In WITNESS WHEREOF, the aforementioned have executed this memorandum of understanding on \_\_\_\_\_ day of \_\_\_\_\_ 2016.

THE PORT OF SEATTLE

SEATTLE/KING COUNTY BUILDING  
AND CONSTRUCTION TRADES  
COUNCIL

\_\_\_\_\_  
Theodore J. Fick  
Chief Executive Officer

\_\_\_\_\_  
Monty Anderson  
Executive Secretary

**Memorandum of Understanding**

**By and Between**

**Port of Seattle**

**And**

**The International Union of Painters and Allied Trades, Sign Painters Local 1094**

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This Memorandum of Understanding shall be effective in conjunction with the Maintenance Addendum. The purpose of this memorandum of understanding is to modify the Sign Painter wage rate and benefits stated in the Uptown Agreement and Maintenance Addendum as follows:

1. Sign Painters shall receive 88% of the rate under the Painters Uptown Agreement as their regular full time rate.
2. Sign Painters shall no longer receive premium pay for special assignments. In lieu of all premium pay, Sign Painters shall receive a nine percent (9%) premium pay on top of the base wage rate established according to Paragraph 1 above, on all regularly compensated hours.
3. Sign Painter Foreman shall receive a wage rate of 10% above the highest classification supervised.
4. Full Time Employee (FTE) Sign Painters shall receive the pension amounts listed in Article XX and Article XXII of the Striping Agreement for Washington & Idaho. Specially, FTE Sign Painters shall participate in the Paint Makers Pension defined contribution plan and the IUPAT Industry Pension defined benefit plan.
5. Emergency Hire (EH) sign Painters shall receive the pension amounts listed in the Sign Painters Uptown Agreement. Specifically, EH Sign Painters shall participate in the IUAPT Industry Pension defined benefit plan.
6. FTE and EH Painters shall receive the health and welfare amounts required to maintain the benefits of the Local 1094 Health and Welfare Medical Trust.
7. Sign Painters who perform work on any of the observed and designated holidays shall be paid the actual time worked at double the regular full-time rate.

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

International Union of Painters Allied Trades  
District Council No. 5, Local 1094:

THE PORT OF SEATTLE

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Fernando Arevalo  
Field Representative

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Theodore J. Fick  
Chief Executive Officer