Item no. 8d attach

Meeting date: May 25, 2021

### PROPOSED MEMORANDUM OF AGREEMENT

## By and Between PORT OF SEATTLE

And

# TEAMSTERS LOCAL UNION NO. 117 Affiliated with the International Brotherhood of Teamsters

### **Representing Credential Specialists**

Re: One (1) Year Rollover Agreement and Modification

The parties to this agreement are Teamsters Local 117 and Port of Seattle. As provided by this memorandum of understanding (MOU), the parties hereby agree to extend the collective bargaining agreement (CBA) expiring June 30, 2021 for twelve (12) months, subject to ratification of the bargaining unit. The terms and conditions of the current CBA shall remain unchanged and in effect for the term of the extension and until a new agreement is agreed to by the parties except as follows:

For the term of this MOU, employees will have one (1) personal day, the date to be designated by the employee. Personal days are compensated at the employee's regular pay rate at the time the personal day is taken and based on the employee's regular work schedule. Eligibility and scheduling shall be in accordance with Article 14 (PTO) of the CBA.

Further, going forward, the CBA is modified as follows:

#### **ARTICLE 15 - HOLIDAYS**

15.01 Effective at the signing of this Agreement, <u>eleven (11)</u> paid holidays shall be recognized and observed, as follows:

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

<u>Juneteenth</u> <u>June 19 (or other date</u>

designated by the Port if the holiday falls on a weekend)

Independence Day July 4

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Labor Day First Monday in September

Thanksgiving Day Fourth Thursday in November

Day After Thanksgiving Fourth Friday in November

Christmas Day Designated by Port each year

One "Floating" Holiday Designated by Port each year

Any date commonly observed, as designated by State, national authority, or the Port of Seattle may be observed as a holiday and paid for as such in lieu of the date designated above for the paid holidays listed.

Holiday pay shall be eight (8) hours at the straight-time rate subject to the following conditions:

Another paid day off shall be provided to the employee at the straight-time rate for eight (8) hours when the holiday falls on the employee's normal day off, or when the employee works on the holiday, except that the following options shall be available to the employee as alternatives to taking another day off in lieu of the holiday:

- (a) The employee may elect not to take an "in lieu of" day off if the holiday falls on their normal day off. In such event, the employee shall receive eight (8) hours' holiday pay.
- (b) If the employee works on the holiday, the employee may elect not to take an "in lieu of" day off. Such employee shall receive eight (8) hours' holiday pay in addition to pay at the overtime rate for all hours worked on the holiday.
- 15.03 When an employee takes another day off after working the holiday, such day off shall be taken within sixty (60) days of the holiday upon the request of the employee at the discretion of and with the approval of the Department Head.
- Holiday pay shall be prorated for all employees who work less than a full-time schedule. Proration shall be based on the two (2) pay periods preceding the holiday.
- 15.05 For employees working an alternative workweek, holiday pay shall equal the number of hours the employee was scheduled to work on the day of the holiday.

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15.06 Employees working an alternative workweek who work on the holiday shall receive holiday pay for the number of hours worked on that day in addition to pay at the overtime rate for all hours worked on the holiday.

PORT OF SEATTLE	TEAMSTERS LOCAL UNION NO. 117/IBT
STEVE METRUCK Executive Director	JOHN SCEARCY Secretary-Treasurer
Date	Date