

Item No. 8i_attach
Meeting Date: May 24, 2022

COLLECTIVE BARGAINING AGREEMENT

By and Between

Port of Seattle

And

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
AFL-CIO
DISTRICT LODGE NO. 160, LOCAL LODGE NO. 289**

Term of Agreement

July 1, 2021 – June 30, 2026

AGREEMENT
BY AND BETWEEN
PORT OF SEATTLE
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
AFL-CIO,
DISTRICT LODGE NO. 160, LOCAL LODGE NO. 289

JULY 1, 2021 - JUNE 30, 2026

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AGREEMENT

This mutual agreement is made and entered into between the Port of Seattle, a municipal corporation of the State of Washington, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, Local Lodge No. 289. Wage rates shall be effective as indicated in Article 12. Other conditions shall be effective on the date the Agreement is signed or as specified in the provisions of the agreement. This Agreement is made for the purpose of reaching an equitable wage and working agreement between the parties hereto.

ARTICLE 1 - RECOGNITION, SCOPE AND HIRING

The Port recognizes the Union as the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work and other conditions of employment for the employees covered by this Agreement. The work to be performed by the Union shall be the various functions of maintenance of Port-owned vehicles, as assigned and in accordance with historical jurisdiction.

Insofar as permitted by law, the Port shall give the Union equal opportunity with all other sources to refer suitable applicants for employment. No applicant will be preferred or discriminated against by the Port because of membership or non-membership in the Union.

The following information will be given in writing by the Port to the Union within seven (7) calendar days from the date of hiring new employees: name and home address, date of hire, classification and rate of pay.

The Port agrees to deduct from the paycheck of each employee covered by this agreement who has so authorized it by signed notice submitted to the Port, the initiation fee, and monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved. If a dues error is identified the error will be addressed as soon as practicable following notice to the Port.

The Union agrees to indemnify and save the Port harmless against any liability which may arise by reason of any action taken by the Port to comply with the provisions of this Article. The Port will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

This Agreement shall apply to and cover employees as defined herein.

A full-time employee is one who has been continuously on the payroll of the Port for a period of one hundred and twenty (120) calendar days. A probationary employee is one who has not been continuously on the payroll of the Port for a period of one hundred and twenty (120) calendar days.

All terms and conditions of this Agreement are applicable to such full-time and probationary employees except as specifically hereinafter exempted for probationary

employees.

It is agreed and understood in the hiring of employees under this Agreement either operation (Seaport or Airport) may hire directly from the outside if in management's judgment it is in the best interest of the operations. In which case, the Union will be given an equal opportunity to furnish applicants.

The Union recognizes the prerogatives of the Port of Seattle to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

ARTICLE 2 - DISCHARGE OF EMPLOYEES

The Port reserves the right to discharge any employee for just cause. The Port shall have the right to suspend any employee for just cause not exceeding a maximum of two (2) weeks. The Union shall be notified in writing of any discharge or suspension within 24 hours thereof.

In the event of dispute as to whether or not "justifiable cause" existed, such dispute may be processed through the grievance procedure contained in this Agreement.

Probationary employees may be terminated at any time during the probationary period at the discretion of the Port, without recourse to the grievance procedure.

ARTICLE 3 - SHOP STEWARDS

The Union shall inform the Port in writing of its selection of authorized Shop Stewards, and the Port agrees to recognize Stewards so designated.

Shop Stewards shall be allowed such reasonable time as is necessary to investigate and process grievances in the shop arising under the terms of this Agreement.

ARTICLE 4 - SENIORITY

There shall be one seniority list for the bargaining unit employees. Seniority shall prevail in the reduction and restoration of forces, provided the senior employee is capable of performing work remaining in the shops. There shall be a distinct and separate seniority list by shop (Marine Maintenance, Aviation Fleet Maintenance and Aviation Bus Maintenance) in the selection of vacation assignments. Seniority shall prevail in the selection of shift assignments when openings occur provided the employee is capable of performing the work.

In the event of a reduction in force, management may reassign employees between the Airport and the Seaport without regard to seniority provided that volunteers get first consideration.

Seniority for permanent positions shall date from day of hire, but no seniority rights shall

accrue therefrom until after a probationary period of one hundred and twenty (120) calendar days. At the end of the probationary period, the employee shall be classified as a full-time employee.

Individuals employed as emergency hires, who are subsequently hired on a permanent basis, shall have their seniority dates adjusted by the time worked during the previous one hundred eighty (180) calendar days.

The total calendar day time period, including weekends, shall be used to compute the adjusted seniority date for an individual who was originally employed as an emergency hire.

However, in the event the Port retains an emergency hire after one hundred and twenty (120) calendar days of continuous employment, such an employee shall be on permanent status. Normal practice shall be to post vacancies for permanent status positions. The Port may not employ an emergency hire for more than two (2) one hundred and twenty (120) day periods (excluding apprentices).

Except for a reduction in force condition, the Port shall give consideration to the employee's seniority in matters of interdepartmental transfer assignments and job opportunities, and Port management shall make the determination at its discretion.

An employee shall lose seniority rights for any of the following reasons:

- (a) termination for just cause,
- (b) on layoff status for more than six (6) months, or
- (c) when an employee does not return to the bargaining unit within six (6) months after accepting a non-bargaining unit position with the Port, they shall lose seniority.

ARTICLE 5 - PAYMENT OF WAGES

The Port will maintain a regular payday. If such regular payday falls on a Saturday, Sunday, or holiday, the employee shall be paid not later than the last regular workday preceding the regular payday. All employees covered by this Agreement shall be paid biweekly. The Port may deviate from this provision with prior approval of the Union.

ARTICLE 6 - SAFETY AND SANITARY CONDITIONS

The Port shall comply with State Safety and Sanitation Laws, where applicable, and shall maintain safe and sanitary conditions in its maintenance shop operations.

Adequate dressing rooms and washing facilities shall be furnished by the Port. All toilets, lunchrooms, and working areas shall be kept in a clean and sanitary condition, properly lighted, heated and ventilated; soap, hot water, and towels shall be furnished. Employees shall cooperate with management in the maintenance of a generally well-kept shop, in the proper use of sanitary facilities, and shall wear and properly use all protective equipment provided by the Port.

The Port shall furnish all safety equipment as required except for safety shoes. Safety glasses shall be reimbursed consistent with Port policy. The Port shall replace rain gear that is accidentally damaged.

Safety Shoes: The Department of Labor and Industries (WAC 296-800-16060, previously WAC 296-24-088[1]) requires workers to wear appropriate foot protection in areas where there is a possibility of foot injury due to falling or rolling objects, piercing/cutting injuries or electrical hazards. In order to comply with this regulation, appropriate foot protection must meet the specifications of the American National Standard Institute (ANSI) for Protective Footwear, Z41-1999 - American National Standard for Personal Protection.

In order to assist with the purchase of the appropriate footwear, effective upon ratification of the agreement, the Port shall provide regular employees with the following stipends paid on the first pay period in July for the purchase price or repair of the ANSI approved footwear for the duration of the agreement:

2021	\$175
2022	\$190
2023	\$195
2024	\$200

All injuries no matter how slight must be reported by the employee to the Foreman/ or Manager and Shop Steward on the day the injury occurs.

In the event of an industrial accident of such nature that does not require an employee to discontinue work but does necessitate further treatment by a doctor at various intervals, the employee will make every effort to schedule such appointments outside of their regular working hours. In the event that the employee is unable to arrange such appointments outside the employee's regular working hours, the employee shall be compensated at their regular shift rate of pay for all time required for treatments during employee's regular working hours.

Any employee suffering an industrial accident shall be entitled to a full day's pay for the

day on which the accident occurs, provided it shall be medically certified by a physician as a disabling accident.

Holiday and/or vacation pay shall not be provided as a duplication of compensation received by an employee on compensated time loss for an industrial injury.

ARTICLE 7 - VISIT TO THE ESTABLISHMENT

Business representatives of the Union, party to this Agreement, shall have access over the area in which any job is located by first making their presence known to management during working hours for the purpose of enforcing the terms of this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" means any dispute between the Port and the Union; or between the Port and any employee concerning the effect, interpretation, application, claim of breach, or violation of this Agreement; or any dispute that may arise between the parties. All grievances not mentioned within fifteen (15) days after they occur, or first knowledge that a grievance exists, shall be considered as outdated, thus preventing an accumulation of grievances.

All grievances shall be reduced to writing and shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated and remedy sought and then processed in accordance with the following grievance procedure:

Step 1: The dispute or grievance shall be taken up by the Shop Steward, the aggrieved employee, and the Foreman of the department involved. The Foreman must give his answer within five (5) days.

Step 2: In the event no settlement is reached within the five (5) day period, the employee or the employee's representative shall then, within fifteen (15) days, bring said grievance to the attention of Manager or designee. The manager or designee shall make every effort to resolve the alleged grievance within fifteen (15) days after submission.

Step 3: In the event no settlement is reached within the fifteen (15) day period, the Union shall provide a copy of the written grievance to the Port's Director of Labor Relations or the Director's designee. Representatives of the Union and the Port shall then meet to attempt settlement of the grievance.

Mediation. In the event no settlement is reached by the Union and the Port within thirty (30) days of the Step 3 meeting, upon mutual agreement, the Port and the Union may agree to submit the grievance to a mediator appointed by the Public Employment Relations Commission, or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation, then the matter may be referred to arbitration by the grieving party. Nothing said or done by the parties or the mediator during the grievance mediation

can be used in the arbitration proceeding.

Any of the above steps may be by-passed by mutual agreement of the parties.

Step 4. In the event no settlement is reached by the Union and the Port, within thirty (30) days of the Step 3 meeting or the mediation session, either party shall have the right to submit a demand for arbitration. Within seven (7) days after the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If the parties fail to agree, the grieving party shall, within seven (7) days, request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). Within seven (7) days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and the Port.

The Port and the Union shall share equally the fees and expenses of the arbitrator. Each party shall bear its own costs of arbitration, including but not limited, to attorneys fees and costs.

The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances as herein defined; and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.

It is the intent of both parties to resolve grievances at the lowest level possible.

Any time specified herein shall not include any time on any Saturday, Sunday, or holiday. Time limits may be extended by mutual agreement.

ARTICLE 9 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Should any Article or Section of this Agreement be held invalid or be restrained as

provided herein, the parties shall immediately meet and negotiate valid alternate and/or substitute provisions to replace and/or modify those provisions so affected.

ARTICLE 10 - PERSONS PROHIBITED

Only Union members, or those eligible to become members, who are Port employees shall do work presently being performed, previously performed, or capable of being performed by Union members and within the jurisdiction of the Union provided that such work does not fall within the historical jurisdiction of Port employees who are not members of Local #289, Automotive Machinists. All other persons are prohibited from performing such work except as provided below:

- (a) Work that is performed outside of Port-operated facilities.
- (b) Work performed within Port-operated facilities that is of an emergency nature, warranty work, or where demonstrations or instructions are provided. The Port has the right to contract such work within the Port's facility.
- (c) When work requirements exceed the normal level, such as major repair. Or when work is of a specialized nature, such as major modifications, said work may be performed by a Port contractor on Port operated facilities. In any event, individuals directly employed by the Port who are not members of the bargaining unit shall be prohibited from performing said work.

The Port will cooperate with the Union to protect prevailing wage rates whenever in the conduct of its business the Port requires work to be done by contract. This condition shall apply when such work is performed both on and off Port operated facilities.

Notwithstanding (a), (b) and (c), this Article does not prohibit the Port from leasing equipment/facilities which may be maintained by the employer to whom the equipment/facilities are leased.

ARTICLE 11 - HOURS OF WORK

Eight (8) hours within nine (9) consecutive hours shall constitute a workday, and five (5) consecutive days shall constitute a workweek of forty (40) hours. There shall be two (2) consecutive days' rest period between workweeks (Friday and Saturday, Saturday and Sunday, or Sunday and Monday). Employees scheduled on a Tuesday through Saturday workweek shall receive pay at the time and one-half (1½) rate for Saturday work. Employees scheduled on a Sunday-through-Thursday workweek shall receive pay at the time and one-half (1½) rate for Sunday work.

Hours of work different from those described above (including 4/10-hour shifts) may be mutually agreed upon by the Port and the Union. There shall be an optional 4/10 operation, provided such schedule is mutually agreed to by the employee and the manager. If either the Employer or employee wishes to discontinue the 4/10 schedule,

thirty (30) days' notice shall be provided prior to resuming 5/8's (unless otherwise mutually agreed to or in the event of an emergency).

The 4/10 shifts shall consist of four (4) consecutive ten and one-half (10½) hour days to include a thirty (30) minute unpaid lunch period. The 4/10 workweek shall consist of four (4) consecutive workdays, Monday to Thursday or Tuesday to Friday.

Paid leave shall be paid at ten (10) hours per day for the four (4) day regularly scheduled workweek.

If a limited number of 4/10 positions are available, seniority shall prevail with respect to the granting of the 4/10 schedule, provided the employee possesses the necessary skills to perform available work.

ARTICLE 12 - RATES OF PAY

(a) Wage Rate Schedule

Effective July 1, 2022, base wages for all employees employed on the first of the month following the execution of this agreement shall be increased by the sum of one hundred percent (100%) of the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers), with a zero percent (0%) minimum and a six percent (6.0%) maximum plus two percent (2%). The index used shall be the CPI-U, February 2021 through February 2022.

Effective July 1, 2023, base wages for all employees shall be increased by the sum of one hundred percent (100%) of the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers), with a zero percent (0%) minimum and a six percent (6.0%) maximum plus half of one percent (0.5%). The index used shall be the CPI-U, February 2022 through February 2023.

Effective July 1, 2024, base wages for all employees shall be increased by the sum of one hundred percent (100%) of the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers), with a zero percent (0%) minimum and a six percent (6.0%) maximum plus two percent (2%). The index used shall be the CPI-U, February 2023 through February 2024.

Effective July 1, 2025, base wages for all employees shall be increased by the sum of one hundred percent (100%) of the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers), with a zero percent (0%) minimum and a six percent (6.0%) maximum plus half of one percent (0.5%). The index used shall be the CPI-U, February 2024 through February 2025.

Working Leads shall receive five percent (5%) over the regular Automotive Machinists Journeyman scale.

Foremen, including working foremen, shall receive fifteen percent (15%) over the regular Automotive Machinist Journeyman scale.

General Foremen shall receive twenty percent (20%) over the regular Automotive Machinists Journeyman scale.

(b) Work Definitions and Related Conditions

Semiskilled help

Semiskilled help may do tire repairs, mounting of tires on wheels, tire changing, oil changing and lubrication, and may provide parts department assistance. Semiskilled help may perform fueling and may use minor tools to perform lubing.

Working Leads, Foremen and General Foremen

Working Leads, Foremen and General Foremen assignments shall be made at the discretion of the Port.

(c) Other Pay Conditions

Pay for any fraction of a week shall be computed according to the rates set forth above.

Weekly Guarantee: Full-time employees shall be guaranteed forty (40) hours work or pay, with the following exceptions:

- (1) An employee who quits, is terminated, is recalled from layoff, or is hired on other than the first day of his regularly scheduled workweek, shall be paid only for the days worked during that week.
- (2) Employee absence during part of the workweek due to illness, injury, vacation, or personal reasons shall disqualify an employee for the guarantee that week.
- (3) Paid holidays occurring within an employee's regularly scheduled workweek shall be counted as part of the guarantee, and paid at the regular rate.
- (4) In cases where the Port's operations are adversely affected by a work stoppage, Act of God, civil commotion or insurrection the guarantee shall not apply.

(d) Overtime on Other than Regular Shift:

- (1) A regularly assigned day shift worker who is assigned to work a swing or graveyard shift shall be paid overtime at the day shift overtime rate of pay.

- (2) A regularly assigned swing shift worker who is assigned to work a day or graveyard shift shall be paid overtime at the swing shift overtime rate of pay.
- (3) A regularly assigned graveyard shift worker who is assigned to work a day or swing shift shall be paid overtime at the graveyard shift overtime rate of pay.
- (4) Employees performing special work designated as "STS-PM" at Seattle- Tacoma International Airport will be paid at the graveyard rate of pay regardless of their regular shift if the work is performed during graveyard shift hours.

e) Temporary Lead, Foreman and Crew Chief Assignments:

An employee whom management has temporarily assigned to be a lead, crew chief or foreman shall receive the appropriate pay for all compensated holiday, sick and vacation leave hours if:

The employee worked the last scheduled workday prior to and the first scheduled workday following the employee's vacation, sick or holiday as an acting or temporary lead, foreman or crew chief and;

The employee has been working at least thirty (30) days prior to the holiday, sick or vacation leave as an acting or temporary lead, crew chief or foreman and upon return from holiday, sick or vacation leave will resume the acting or temporary foreman, crew chief or lead assignment.

ARTICLE 13 - ADDITIONAL SHIFTS

Starting times for shifts scheduled by the Port shall conform with the following:

First Shift	5:00 a.m. to 9:00 a.m.
Second Shift	1:00 p.m. to 5:00 p.m.
Third Shift	10:00 p.m. to 12:00 midnight

The second shift premium shall be ten percent (10%) more than the first (day) shift rate, and the third shift premium shall be fifteen percent (15%) more than the first (day) shift rate.

Starting time for an individual employee shall be fixed at the same starting time for the entire workweek.

ARTICLE 14 - CALL-IN TIME

The Port shall guarantee four (4) hours call-in time at two times employee's shift rate of pay for emergency call-ins. Emergency call-ins who work in excess of four (4) hours shall also be paid at double the employee's shift rate for time worked in excess of four (4) hours.

There will be no pyramiding of overtime except as provided in Article 15, paragraph 4, where no eight (8) hour break is provided.

ARTICLE 15 - OVERTIME

Double time shall be paid for all work performed on employee's normal rest period between workweeks.

Scheduled overtime will be voluntary when possible by shop (Marine Maintenance, Aviation Maintenance, and Aviation Bus Maintenance) and skill. The Port reserves the right when no volunteers are available to assign overtime by reverse seniority by shop and skill. When practical, employees will be notified by noon on the 4th workday of the overtime required for the 6th or 7th day. Weekend overtime is subject to cancellation by the end of the shift on the 5th workday. No employee will be required to work two consecutive weekends.

Overtime, as it has historically been assigned in the past, will continue to be assigned on the basis of seniority; i.e., the most senior employee has the right of first refusal for overtime. If no one volunteers for the overtime, employees will be assigned from the bottom of the seniority list up. The junior mechanic will be required to work.

Employees required to work overtime past their regular shift, unless relieved from work eight (8) hours before starting work on their next regular shift, shall be paid overtime for such shift.

For those employees on 5/8 shifts, any time worked in excess of eight (8) hours in one day up to eleven (11) hours shall be paid at time and a half; beyond eleven (11) hours shall be paid at double time.

For those employees on a 4/10 shifts, any time worked in excess of ten (10) hours in one day up to eleven (11) hours shall be paid at time a half; beyond eleven (11) hours shall be paid a double time.

The work done on STS PM will also be paid in accordance with the above examples. (See Article 16 for the overtime rate covering employees who work on a holiday.)

ARTICLE 16 - HOLIDAYS

The following holidays shall be recognized by the Port for all regular full-time employees and no salary deductions shall be made for the same:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January. Presidents' Day
Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Date designated by the Port
Fourth of July	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Day Before or day after Christmas	December 24 or 26 (as designated by the Port)
Christmas Day	December 25
2 Employee Designated Holidays	

Employee Designated holidays will be scheduled with the supervisor's approval.

Holiday pay shall be eight (8) hours for those who work 5/8's shift and ten (10) hours for those who work 4/10's shift at the straight-time shift rate.

If a holiday falls during an employee's regular two-day rest period, the holiday shall be observed on the last normal workday preceding or the first workday following the normal days off, by mutual agreement.

Work performed on holidays shall be at the time and one-half rate in addition to straight-time holiday pay.

It is agreed there shall be twelve (12) holidays each contract year for any eligible employee. Adjustments shall be made to reduce the number of Port designated holidays, where providing such holiday/holidays for the first contract year would result in more than twelve (12) holidays for any employee.

Emergency hires will be eligible for holiday pay after employment on an emergency basis by the Port for thirty (30) calendar days or more.

ARTICLE 17 - VACATIONS

Each employee coming under the jurisdiction of the Union, after having been in the continuous employ of the Port for the following periods, shall be granted vacations as follows:

After 1 year	2 weeks	(80 hours' pay)
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After 5 years	3 weeks	(120 hours' pay)
After 12 years	4 weeks	(160 hours' pay)
After 18 years	5 weeks	(200 hours' pay)

Effective on the first of the month after the execution of this agreement, the above referenced vacation accrual formulas shall be changed to the following:

After 1 year	2 weeks	(80 hours' pay)
After 3 years	3 weeks	(120 hours' pay)
After 10 years	4 weeks	(160 hours' pay)
After 15 years	5 weeks	(200 hours' pay)

Vacation pay shall be at the straight-time shift rate.

An employee shall accrue vacation credit from their hire-in date at the rate of one- twelfth (1/12th) of their next regular vacation for each month in which they were compensated for eighty (80) hours or more. Vacation eligibility shall be based upon the hire date.

Pending vacation approval, employees may take vacation as they accrue it at any time after a six-month period of continuous service has been completed since their hire date.

Termination Benefit: When termination occurs after six continuous months of employment, an employee so terminating shall be paid for any unused vacation credit payable to him/her. Credit shall be toward their next full vacation for any month in which they worked eighty (80) hours or more.

Vacation assignments shall be made at the Employer's discretion, but no vacation period shall be fixed during the months of November, December, January, and February unless the employee entitled to such vacation period prefers their vacation in those months.

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall receive another day's vacation in lieu thereof.

Vacation checks shall be given to employees in advance, if requested at least two (2) weeks in advance of the vacation.

Employees may cash-out any amount of their accrued vacation hours, provided the employee has a minimum balance of eighty (80) hours remaining immediately following the cash out. Cash-outs shall be processed at the employee's current hourly rate of pay as recorded in the payroll system. A "Paid Time Off Cash-Out Request and Waiver" form must be submitted to Payroll by the payroll deadline. Vacation accumulations shall be limited to 480 hours. Accruals will cease when the limit is reached and will resume only when the balance is below 480 hours. Accruals over the limit are not cashed out.

ARTICLE 18 - HEALTH AND WELFARE PLAN

Eligible employees shall be covered by the Medical, Life Insurance and Long-term Disability Insurance benefits described in paragraphs a, b, and c below.

Effective July 1, 2019 the Employer shall pay the full medical, vision, preventive coverage and dental for each employee in the bargaining unit who is compensated for eighty (80) hours or more for work covered by this Agreement, regardless of Union membership. Such employees shall be enrolled in the following benefit plan currently provided by the Machinists Health & Welfare Trust Fund:

Machinists H&W Plan 10
Vision Service Plan 1
Preventive Coverage

Employees shall pay \$100 per month cost share of health and welfare cost.

Effective July 1, 2024, the Machinists H&W Plan 10 will be deleted from this Agreement and replaced with Machinists H&W Plan 14. The parties agree to begin working together as soon as practicable, but not later than ninety (90) days prior to the effective date, to facilitate a successful transition.

If the benefits provided by the Machinists Health and Welfare Trust become subject to an excise tax or other penalty, the parties agree to meet and discuss the impact.

All payments to the Machinists Health and Welfare Trust Fund shall be paid on or before the 15th day of the month following the month of employment.

The Employer acknowledges receipt of and agrees to be bound by the Agreement and Declaration of Trust, and any amendments thereto, covering the Machinists Health and Welfare Trust Fund, and the Employer ratifies any action taken by the Board of Trustees. The Health and Welfare Trust Fund shall always be maintained as a tax- exempt joint labor-management Trust Fund and administered in accordance with its Agreement and Declaration of Trust and all applicable laws. The Employer accepts, as its representatives, the Employer Trustees serving on the Board of Trustees of the Health and Welfare Trust Fund and their duly appointed successors. Each Employer agrees to abide by all rules and regulations as may be established by the Board of Trustees pertaining to participation in the Health and Welfare Trust Fund.

The Employer will continue to pay contributions for a regular employee who is off work due to an industrial-injury for a maximum of six (6) months beyond the point in time which the employee no longer qualifies under the above criteria for Employer provided Health & Welfare benefits.

Notwithstanding the forgoing provisions, if any employee should be disentitled to any benefits under the Health and Welfare Plan by reason of the Employer's delinquency in the payment of contributions, the Employer shall be liable to such employee in a civil

action for the full amount of the benefits which the employee lost, together with reasonable attorney's fees and costs. Acceptance or collection of delinquent contributions by the Board of Trustees shall not absolve the Employer of this liability.

Life Insurance:

On the first of the month following the date of hire, eligible employees and their eligible dependents shall receive life insurance benefits in the amount of two (2) times their annual base rate and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with insurance companies or agencies selected by the Port to provide such benefits. Employees shall also be covered by the Accidental Death and Dismemberment policy provided by the Port.

Long-term Disability:

On the first of the month following the date of hire, eligible employees shall receive long-term disability coverage. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

ARTICLE 19 - PENSION PLAN

Effective July 1, 2005, the Port shall pay the following amounts, per compensable hour, to the Western Metal Industry Pension Trust Fund for each bargaining unit employee:

July 1, 2012	\$7.96 and thereafter
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As a result of the Western Metal Industry Pension Fund's critical status for the plan year beginning January 1, 2010 and as required by the Pension Protection Act, the Fund's Board of Trustees adopted a Rehabilitation Plan consisting of a Preferred Schedule and a Default Schedule. The parties have agreed to adopt the Western Metal Industry Pension Fund Rehabilitation Plan - Preferred Schedule. The parties signed a MOU adopting the preferred schedule on December 24, 2013, and by reference is made part of this document.

Effective July 1, 2021, all bargaining unit members will contribute one hundred dollars (\$100) per month toward the cost of the Western Metal Industry Pension Fund Rehabilitation Plan - Preferred Schedule. The one hundred dollars (\$100) per month employee contribution shall be paid by payroll deduction and shall cease when rehabilitation funds are no longer required by the Pension Trust.

Should the Western Metal Industry Pension Fund Rehabilitation plan cease or require less from the employer during the term of this agreement, the Union or Port may, within thirty (30) days from the notification of the change, request to re-open this agreement to discuss the change. Bargaining under this re-opener will be limited to Article 19 (Pension Plan) and Article 12 (Rates of Pay). If the parties are unable to reach an agreement within thirty (30) days from the date of the request to

re-open the agreement, the parties agree to immediately submit the issue to the PERC mediation process.

ARTICLE 20 - DENTAL PLAN

The Port shall pay each month into the Northwest I.A.M. Benefit Trust Fund the amount necessary to fund Plan "125" for each employee who is compensated for eighty (80) hours or more in the preceding month, for the purpose of providing a dental care program for the employees covered by this Agreement. The Port agrees to increase its contribution per employee at the time and in the amount determined necessary by the Trustees of the Plan to maintain the present level of benefits. The details of the program will be determined by the Board of Trustees of the Northwest I.A.M. Benefit Trust Fund in accordance with the Trust Agreement creating the Trust Fund. The Port and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representative the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

- (a) The contribution shall be paid to the Trust Fund by the 10th day of the month following the month in which the contributions were earned. The Trust Fund will furnish transmittal forms.
- (b) The failure of the Port to make the required contributions may result in a collection action by the Board of Trustees and, in such action, the Port shall be obligated to pay liquidated damages, costs and attorney's fees, as provided in the Trust Agreement

ARTICLE 21 - FUNERAL LEAVE

In the event of a death in the family (spouse or domestic partner; the employee's or employee's spouse or domestic partner's parent, sibling, child, foster child, stepchild, stepparent, grandparent, grandchild, aunt, uncle; or sibling's spouse, domestic partner or child), a full-time employee shall be entitled to such time off work, without loss of pay, not to exceed three (3) days, as may be reasonably necessary to attend the funeral and, if required on the part of the employee to make necessary arrangements for the funeral, subject to the following conditions:

- (a) The day for which compensation is sought must fall within the employee's regularly scheduled workweek, and no compensation is payable if such day falls on or during weekends, holidays, vacation, leave of absence, or layoff.
- (b) The employee must attend the funeral to be entitled to compensation.
- (c) The compensable day (which must fall within the employee's regular workweek) is limited to the day of the funeral or the day immediately prior thereto.

- (d) Pay for each compensable day shall be eight (8) hours at the regular straight-time hourly rate.
- (e) The Port may require reasonable proof of funeral attendance or responsibility for making arrangements for the funeral to support the claim for compensation.
- (f) Compensable funeral leave is limited to the relatives specified in this Article.

The employee may be allowed up to an additional two (2) days of paid leave in consideration of the distance to the funeral or the extent of the employee's involvement with arrangements for the deceased.

ARTICLE 22 - SICK LEAVE

Effective the first of the month following the execution of this agreement, employees shall accrue sick leave at the rate of .03846 hours accrued per hour compensated). Management may require a physician's statement to validate use of sick leave as provided by law. Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave. .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employees shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law. Employees shall be entitled to carry over up to a maximum of forty (40) hours of accumulated Protected Sick Leave into the following calendar year.

On January 1st of every calendar year, Protected Sick Leave in excess of forty (40) hours will be transferred to bank 2.

Bank 2) Paid Sick Leave.

- a. .03846 will accrue as Paid Sick Leave per hour compensated but not worked.
- b. .01346 will accrue as Paid Sick Leave for all hours worked.

Unused Paid Sick Leave (Bank 2) shall accumulate in a bank of no more than three hundred twenty (320) hours. Paid Sick Leave (Bank 2) shall be deducted from the bank on an hourly basis and may only be used for regularly scheduled workdays (e.g., employees shall not receive sick leave for holidays or overtime shifts). Accumulated Paid Sick Leave (Bank 2) shall be payable at the employee's regular straight-time rate of pay.

Upon termination, retirement or death, employees with at least five (5) years of continuous service (or the employee's estate or designated beneficiary) may cash out their Paid Sick Leave bank (Bank 2) (within the three hundred twenty (320) hour limit) at 50% of the then current rate of pay.

Employees may use accrued Paid Sick Leave (Bank 2) in instances of non-job related employee illness or injury or to care for a spouse, domestic partner, parent (or one who acted in loco parentis when the employee was a child), sibling, parent-in-law or grandparent who has a serious health condition or an emergency condition or to care for a child or stepchild or foster child who has a serious health condition or an emergency condition or in instances required by law.

Employees collecting Workers' Compensation temporary disability benefits may not receive Sick Leave as herein provided; however, if such Workers' Compensation benefits are less than the amount of sick leave otherwise provided, employees may, in addition to the Workers' Compensation benefits, use accrued sick leave sufficient to equal the amount of sick leave benefits that would otherwise have been received by deducting from the bank the hours required to make up the difference.

Absence from work must be called in to the Foreman/Crew Chief at least thirty (30) minutes prior to the start of shift.

Leave without Pay: Leave without pay may be used for bona fide sick leave purposes once all sick leave accruals are exhausted, not to exceed forty (40) hours per year.

Leave without pay for pre-scheduled appointments, unless emergency in nature must be requested five (5) days in advance.

When the leave is for personal reasons, all vacation must be used before leave without pay will be granted. Total leave without pay for any reason is not to exceed forty (40) hours per year, with the exception of FMLA related absences.

ARTICLE 23 - FAMILY MEDICAL LEAVE

Family Medical Leave. Family leave will be administered in accordance with current Federal and State laws, and applicable Port policies.

Effective upon ratification and for the term of the agreement, the Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act.

ARTICLE 24 – PAID PARENTAL LEAVE

The Port agrees to provide Paid Parental Leave to regular, non-probationary employees for the term of this agreement. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. Changes and/or modifications to Paid Parental Leave shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Paid Parental Leave to the Union.

ARTICLE 25 - PAYROLL DEDUCTIONS

Payroll deductions shall be made as specifically required by Federal, State, or Municipal laws. In addition, the Port and the Union agree that payroll deductions for the Machinists' Credit Union and Union dues may be implemented if appropriately authorized by the employee in accordance with Port payroll procedures.

All employees HIRED AFTER the ratification date, are required to participate in the Port's direct deposit program for payroll purposes.

If an employee is overpaid, the Port shall recover the overpayment by deduction through subsequent wages at a rate of five (5) percent of the employee's net pay in a pay period, other than the final pay period; or the amount still outstanding from the employee's net pay in the final pay period. Deductions from wages shall continue until the overpayment is fully recouped. Nothing in this article precludes the employee from agreeing to a larger deduction.

ARTICLE 26 - APPRENTICES' WAGES

1ST YEAR

First 3 months	65% of Journeyman scale
Next 9 months	73% of Journeyman scale

2ND YEAR

Full 12 months	77% of Journeyman scale
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3RD YEAR

First 6 months	80% of Journeyman scale
2 nd 6 months	85% of Journeyman scale

4TH YEAR

First 6 months	90% of Journeyman scale
Second 6 months	95% of Journeyman scale

Apprentices shall be governed by the standards set up by the Greater Puget Sound Area Automotive Machinists Apprenticeship Committee and approved by the Washington State Apprenticeship Council.

Apprentices who receive credit for previous experience shall be paid upon entrance the wage rate of the period to which such credit advances them.

One Apprentice may be employed in any shop where a Journeyman is steadily employed and one additional Apprentice may be employed for each additional four (4) Journeymen employed. Apprentices will constitute the only employees learning the trade, and shall be given every opportunity and encouragement to master it.

The Port agrees to make payments into an Apprenticeship Training Fund not to exceed \$1.75 per month for each eligible employee who works eighty (80) hours or more in the preceding month. Payments will be required as soon as the program is established by Local 289 and other employer groups.

ARTICLE 27 - COVERALLS

All coveralls necessary in the performance of their work shall be furnished and laundered by the Port, up to any combination of eleven (11) items (e.g., six (6) coveralls and five (5) shirts and pants).

ARTICLE 28 - RELIEF PERIOD

Employees shall be entitled to a fifteen (15) minute relief period around the midpoint of each half shift, having due regard for the continuity and nature of the work being performed.

ARTICLE 29 - EMPLOYEE LEARNING AND DEVELOPMENT

To provide career development opportunities to bargaining unit employees, the Union and management will support employee participation in the Port's employee development and internship programs. Successful applicants to internship programs shall remain members of the bargaining unit and retain all rights and benefits under the Collective Bargaining Agreement, except that temporary schedule adjustment and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern.

Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Tuition reimbursement support under the terms of HR-12.

The Parties understand that the Employee Development and Education Opportunities identified in Article 29 shall not be subject to bargain and are subject to revision by the Port.

ARTICLE 30 - SPECIAL TOOLS, TOOL INSURANCE

All special and heavy-duty tools required by the Port shall be furnished by the Port. The tool kit generally furnished by journeymen shall not be classified as special tools. The Port will reimburse employees for loss of required hand tools due to fire, proven theft, or catastrophe on the Port's premises, less \$25.00 on each occasion of loss. Claims will be honored only for tools which have been listed on an appropriate inventory form and filed with the Port. Employees shall notify management whenever they remove their tools from the Port's premises.

ARTICLE 31 - NON-DISCRIMINATION

It is mutually agreed, between the Port and the Union, that there shall be no discrimination against any employee or applicant for employment or against any Union member or applicant for membership on the basis of their age, race, color, national origin/ancestry, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, marital status, military status, use of workers' compensation, transgender status, political beliefs, or any other category protected by applicable federal, state or local law ("Protected Status"). .

Any use of the masculine gender in the language of this Agreement is intended to apply to both sexes.

The Port and the Union agree to take the necessary steps to remain in compliance with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA). It is further agreed that leave available under FMLA will not necessarily run concurrently with other paid leave available under this Agreement.

ARTICLE 32 - NO STRIKES

The Port is a Municipal Corporation of the State of Washington. Under State law, employees and labor unions do not have the right to strike or picket or engage in other similar activities against a governmental unit such as the Port. Accordingly, the Union recognizes the State law and agrees that neither the Union, the employees it represents, its members, nor others acting for and on its or their behalf, will at any time engage in any strike, picketing, stoppage of work, slow-down, or similar activity against the Port, whether or not this Agreement is in effect.

ARTICLE 33 - DEFERRED COMPENSATION

As provided below in this Article, full-time employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised. Eligibility and participation of said 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 any other provisions of this Labor Agreement or to negotiation by the Union.

ARTICLE 34 – COMMUTER BENEFITS

All Full time, part-time, on-call, and temporary employees, shall be eligible for the following benefits:

The One Regional Card for All ("ORCA Card") Program

The Port offers ORCA cards to eligible employees at a substantially reduced cost for transportation on multiple regional transit systems. Employees who participate in the ORCA card program may also be eligible for additional subsidized transportation

services. The availability of the ORCA program, annual cost, potential tax consequences for employees, and other provisions are subject to change based on guidelines provided by agencies with whom the Port contracts for the ORCA program benefits, IRS requirements, as well as the Port's discretion.

Ferry Reimbursement

Employees who use the Washington State Ferry System for all or part of their work commute are eligible for reimbursement of ferry commuting costs up to a monthly maximum. This monthly maximum reimbursement amount is determined by the Port. Amounts and procedures can be found on the Total Rewards Compass Page and may be subject to tax;

The Port shall maintain full discretion to modify, change, amend, and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit;

Prior to modifying, changing, amending, and/or discontinuing either and/or both the ORCA program and the Ferry Reimbursement benefit, the Port agrees to provide advance notice to the Union.

ARTICLE 35 - LABOR MANAGEMENT COMMITTEE

The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish a joint labor-management committee to continue the collaborative process during the term of the Agreement.

The joint labor-management committee will be made up of up to three (3) Port representatives and up to three (3) Union members covered under this Agreement, plus the Union Business Representative. The Port's Labor Relations Staff will be available to assist the Committee. The Committee will not discuss pending grievances. The Committee will meet on a bi-monthly basis, unless mutually agreed to meet on a more frequent or less frequent basis.

ARTICLE 36 - NEW EMPLOYEE ORIENTATION

New Employee Orientation: The Union, through a Union Member, Shop Steward, or Union Representative shall at a mutually agreeable time with the employer have up to thirty (30) minutes during the employer's new hire orientation program to meet with the employee (s).

ARTICLE 37 - ENTIRE AGREEMENT

- (1) This Agreement constitutes the entire agreement between the Port and the Union and no oral statement shall add to or supersede any of its provisions.
- (2) The Port and the Union acknowledge that during negotiations, each had the unlimited right and opportunity to make proposals and bring forth past practices related to subjects of collective bargaining. The results of those negotiations are set forth in this Agreement. For the term of this Agreement, the Port and the Union give up their right to oblige the other party to bargaining with respect to any subject discussed in negotiations whether or not specifically referred to or covered in this Agreement.

ARTICLE 38 - DURATION OF AGREEMENT

The provisions of this Agreement shall become effective July 1, 2021, and the term of this Agreement shall continue through June 30, 2026. This Agreement shall remain in full force and effect from year to year thereafter, provided that either party hereto may reopen this contract by giving the other sixty (60) days' notice in writing prior to any anniversary date. Upon notice being given, the parties shall enter into negotiations and the period from and after the giving of the notice shall be used for negotiating a new agreement. The new agreement shall be effective the first day of July unless mutually agreed to the contrary.

PORT OF SEATTLE

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,
DISTRICT LODGE NO 160,
LOCAL LODGE NO. 289

By: _____
Stephen P. Metruck
Executive Director
Port of Seattle

By: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

By and between

PORT OF SEATTLE

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

AFL-CIO

DISTRICT LODGE NO. 160, LOCAL NO. 289

Re: Port of Seattle COVID-19 Vaccination Policy

The following Memorandum of Understanding (“MOU”) is entered between the Port of Seattle (“Port”) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 289 (“Union”), referred to herein collectively as the Parties.

WHEREAS, consistent with its duty to provide and maintain a workplace that is free of recognized hazards, the Port of Seattle has adopted a policy making COVID-19 Vaccination a condition of employment; and

WHEREAS, the Port of Seattle COVID-19 Vaccination policy is intended to safeguard the health and well-being of employees and their families, visitors, and others who spend time in the Port’s facilities, from COVID-19 infectious conditions that can be reduced through an effective employee vaccination requirement program; and

NOW THEREFORE, the Parties agree as follows:

1. The Union recognizes the Port’s inherent rights as management and specified rights per the CBA; including the right to amend, terminate, or modify the Port of Seattle COVID-19 Vaccination Policy, HR-34;
2. The Port agrees to notify the Union of any changes to HR-34, and will meet any associated bargaining obligations;
3. Employees will be paid for the time spent getting the required vaccines, including travel time. Employees shall work with their manager to arrange time on shift, when possible. Off-shift compensation will be at the employee’s straight time rate of pay. Vaccination appointments should be scheduled in a manner as not to exceed 2 hours, including travel time;
4. Employees who verify proof of being fully vaccinated (as per HR-34) no later than November 15, 2021, will be eligible for one (1) vaccination incentive day based on their

regular, approved work scheduled, not to exceed ten (10) hours. The COVID-19 incentive day has no cash value, must be used in 2022, cannot be cashed out, cannot be used after the employee's last day worked, and will be forfeited if not used by December 17, 2022;

5. Employees may use up to two shifts (for example: 8 hours each shift) of their Public Health Emergency Leave (PHEL), if available, if they are unable to work their regular scheduled shift due to side effects within 48 hours of being vaccinated;
6. Upon request, from November 16, 2021 through November 16, 2022 employees who resign, or are separated from employment, as a result of this condition of employment may be eligible for rehire, without going through the competitive hire process for a posted, open, and funded position within the bargaining unit, provided the employee is qualified and complies with all policies required of new-hires for that position.
7. Reopener. The union may request to reopen this agreement to meet and discuss any more favorable terms and conditions provided relative to HR-34 to any other non-interest arbitration eligible bargaining units within 30 days of the execution of the other bargaining unit agreements.
8. Upon execution of this agreement, the Port Seattle shall supply the Union with all executed agreements of the other bargaining units relative to HR-34. The Port shall also supply the Union with all future agreements of other bargaining units relative to HR-34, within 7 days of execution.

This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor CBA between the Port and the Union.

PORT OF SEATTLE

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,
DISTRICT LODGE NO 160
LOCAL LODGE NO. 289
COUNCIL OF CARPENTERS

STEPHEN P. METRUCK
Executive Director

Name: _____

Title: _____

Date

Date