MEMORANDUM OF UNDERSTANDING

Between the
PORT OF SEATTLE
and the
SEATTLE BUILDING AND
CONSTRUCTION TRADES COUNCIL
and AFFILIATED LOCAL 86 IRON WORKERS
MAINTENANCE AGREEMENT ADDENDUM

The Port of Seattle ("Port") and the Seattle Building and Construction Trades Council and Affiliated Local 86 Iron Workers ("Union") agree to the following:

Whereas the Port and the Union are Parties to a Maintenance Agreement Addendum (MAA) covering Regular Employees, Apprentices, and Emergency Employees, in both the Marine Maintenance and Aviation Maintenance Departments in effect through December 31, 2023;

Whereas through Port Construction Services (PCS) the Port manages construction projects and other work as assigned with the use of its' own forces and/or private contractors, primarily for use on jobs within Small Works;

Whereas when PCS determines to use its' own forces on construction projects and other work as assigned, PCS hires through Iron Workers Local 86;

Whereas PCS currently does not employ Regular Employees as defined in the MAA;

The Port and the Union agree that the following MAA provisions shall apply to the PCS employees as follows;

Beginning upon execution:

1. <u>Article 5. Definition of Employee:</u> Shall apply to PCS employees to include the following definition:

    E. <u>Port Construction Services (PCS) Regular Employee:</u> PCS Regular Employees shall mean those employees who have been hired by Port PCS in accordance with the Port's required posting and selection procedures.

    F. <u>Port Construction Services (PCS) Emergency Hire Employee:</u> PCS Employees shall mean those employees who have been hired by Port PCS to meet the temporary and/or fluctuating needs of PCS. Such employees are hired without the necessary posting requirements to qualify them as a Regular Employee.

2. <u>Article 7. Terms and Conditions,</u> shall be amended to read as follows:

PCS Regular Employees shall be compensated, 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. Benefits, provided in the Maintenance Addendum shall be extended to the PCS Regular Employees, unless modified by this MOU:

> Holidays;
> Floater Holidays;
> Paid Time Off;
> Sick Leave;
> Paid medical leaves;
> Deferred Compensation.
> Paid Parental Leave;
> Paid Family Leave;
> Flexible Spending Account;
> Bereavement leave and;
> Safety shoe stipend;
> And other benefits provided through Port Policies for Maintenance Employees, including but not limited to jury duty

PCS Emergency Hire employees hired by the Port shall be compensated at the construction rate with current fringe benefits as provided for in respective area construction agreements. This is in lieu of holidays, paid time off, bereavement leave and safety shoe stipend.

All new PCS employees, excluding PCS emergency employees, shall be subject to a one hundred and eighty (180) calendar day probationary period commencing with their first compensated day of regular employment. Employees hired into regular positions who have served in emergency hire status in six (6) months of the last eighteen months shall be considered to have served their probationary period.

PCS iron worker employees who have been performing on-going work and who have exceeded 180 calendar days will convert to PCS Regular Employee positions. Therefore, the Port of Seattle and the Seattle Building Trades agree that the iron worker positions represented by the Seattle Building Trades and Affiliated Unions, will be converted as follows:

- The vacation accrual rate for PCS employees who become PCS Regular Employees shall be based on their initial date of hire at the Port unless they have had more than a six (6) month or longer break in service. In such case, the accrual

> rate will be based on the date of their return to work at the Port after the six month or longer break in service.
> - The Port shall provide PCS iron workers converted to PCS Regular Employees a one-time Five Hundred Dollars ($500.00) lump sum payment to be paid the first full pay period following execution of this Agreement.
> - PCS iron workers converted to PCS Regular Employees will be eligible for the 2022 Christmas holiday, One (1) Floating holiday, and 2023 New Year's holiday.
> - This is a one-time agreement that will apply to all PCS iron workers positions converted to PCS Regular Employees.

3. <u>Article 12. Shop Stewards,</u> shall extend to PCS employees to include that the Union has the right to appoint one (1) PCS employee as a shop steward per craft.

4. <u>Article 13. Fringe Benefits</u>, items A., B., C., and D.

5. <u>Article 26. Bi-weekly Pay,</u> PCS employees pay shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees effective December 23, 2022.   As a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties, extended by mutual agreement or on December 31, 2023, whichever is sooner. Any dispute regarding the terms of this MOU or the terms and conditions of employment of employees covered by this MOU shall be resolved via the dispute resolution procedure in Article 21 of the Maintenance Addendum. Any items not addressed by this MOU shall be governed by the terms and conditions of the appropriate uptown outside agreements.

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

By

_____   Date: _____
Monty Anderson, Executive Secretary,
Seattle Building and Construction Trades Council

By _____   Date: _____

Chris McClain, Business Manager

Iron Workers Local Union, Local No. 86

FOR THE PORT OF SEATTLE:
By

_____   Date: _____

Stephen P. Metruck
Executive Director