

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**THE PORT OF SEATTLE**

**AND**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302**

**REPRESENTING OPERATING ENGINEERS**

**June 1, 2018 – May 31, 2023**

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**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302**  
**And**  
**THE PORT OF SEATTLE**

**COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement, made and entered into by and between the International Union of Operating Engineers, Local No. 302 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), is made for the purpose of reaching an equitable wage and working agreement between the parties hereto:

**ARTICLE 1: Recognition**

- 1.01 The Port recognizes the Union as the collective bargaining agent for all employees of the Port whose job classifications are listed in Schedule A and other references of this Labor Agreement.

**ARTICLE 2: Jurisdiction**

- 2.01 It is mutually agreed between the Port and the Union that the jurisdictional area of the Union at Sea-Tac International Airport will be hereafter identified as the Physical Plant Operations and Maintenance of Airport Utilities (which encompasses the Union jurisdictional area described in Appendix #1; attached hereto) and the Mechanical and Conveyance Equipment Maintenance of Airport Facilities (which encompasses the Union jurisdictional area described in Appendix #2; attached hereto).
- 2.02 The operation and maintenance of heating plants at the waterfront locations as operated and maintained by Horton Street Maintenance Shop personnel, will also come under the jurisdiction of Operating Engineers Local 302.
- 2.03 The jurisdiction of the Union shall encompass all work historically performed at the Airport and on the waterfront by its bargaining unit members when such work is performed by Port employees.

**ARTICLE 3: Dues Deduction and Rights of Parties**

- 3.01 **Payroll Deduction:** Upon receipt of written authorization individually signed by an employee, the Port will have deducted from the pay of such employee the amount of dues, initiation fees, and other such deductions as the employee authorizes as certified by the Union and will transmit the amount to the Union.
- 3.02 As per the requirements of RCW 41.56, the Port agrees to provide authorized representatives of the Union thirty (30) minutes access to new bargaining unit employees within ninety (90) days of notification of the new hire to the Union. It is agreed, that it shall be up to the Union to contact the respective Department Manager to schedule a mutually agreeable time and location at the worksite for the access to take place. It is

further agreed that the Port is only obligated to compensate the new employee for the time spent (thirty minutes) during regular working hours during this access.

3.03 **Indemnification:** The Union will indemnify and hold the Port harmless against any claims made and against any suit instituted against the Port on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

3.04 Except as otherwise provided in this Agreement, Management reserves the right to make all the decisions relating to the conduct of the business, including by way of example and not by way of limitation, the following:

Except as otherwise provided in this Agreement, the right to manage the business, to schedule the hours of work, to establish, modify or change work scheduled, to direct and determine the size of the working forces including the right to select, hire, promote, demote, assign and/or transfer employees, to periodically review employees performance, to relieve employees from duty due to lack of work, to discipline, to terminate employees for just cause, and to determine training procedures in accordance with policies established or to be established by the Port.

Except as otherwise provided in this Agreement, it is hereby agreed that the enumeration of the above-listed management rights shall not be deemed to exclude other management rights not specifically enumerated. Any of the rights, powers, functions or authority which the Port had prior to the signing of this Agreement are retained by the Port, except for those rights, powers, functions or authority which are specifically abridged or expressly modified by this Agreement. Any grievance filed based on the collective bargaining agreement must reference the specific article alleged as the basis of the grievance.

The union agrees that the employer may establish rules concerning the operation of business, as outlined in the revised Aviation Maintenance Work Rules.

It is hereby agreed that any waiver of any breach or terms of this Agreement by either party, or by an employee, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

3.05 Bargaining Unit members shall be eligible to apply for tuition reimbursement under the Port's Employee Learning and Development Policy and Procedure and, if approved, be eligible to receive benefits under said policy.

#### **ARTICLE 4: Equal Employment Opportunity**

4.01 The Port shall 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.

- 4.02 Where the masculine or feminine gender has been used in any job classification or in any provision in this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the gender of the employee eligible for the position, or the benefits of any other provisions.

#### **ARTICLE 5: Referral and Change in Employee Status**

- 5.01 When replacement or additional employees are needed, the Port shall notify the Union of the number and classification of employees needed. The Union shall have twenty-four (24) hours from receipt of such notice to nominate applicants for such jobs. The Port shall choose between applicants nominated by the Union and any other applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in the Union.
- 5.02 The Port agrees to notify the Union promptly of all terminations, layoffs, hires, rehires, promotions, demotions, and other changes in status of personnel working under the terms of this Agreement. Such notice is to be forwarded to the office of the Union within one (1) week after effective date of such change.
- 5.03 All temporary employees, after completing thirty-one (31) days, shall accrue all benefits as provided other employees covered by the collective bargaining agreement, except seniority as provided under Section 7.04.
- 5.04 If a regular full-time vacancy occurs at a shop, temporary employees in that shop who have completed six (6) months as a temporary, and who have not had a break in employment in excess of five (5) calendar days, shall be offered the first available regular full-time vacancy/position. Should there be multiple temporary employees who meet the above criteria at the same time of a vacancy/position, seniority from among these temporary employees shall be the sole basis of hiring for these full-time positions.
- 5.05 If a regular full-time vacancy occurs in a shop and there are no temporary employees in that shop, other temporary employees that have met the criteria in Section 5.04 will have first interview rights to that position.
- 5.06 Employees awarded bid jobs, at the conclusion of a bid process, to be defined by management, that has resulted from a vacancy or the creation of a new position, must work those awarded positions for a minimum of six (6) months from the declared end of the bidding process. The one exception to this process is that the employee can apply for the head or chief position regardless of how many bids or awards the employee has been awarded. Management will provide notice at the start of the last bidding cycle that the cycle is ending.

**ARTICLE 6: Loaning of Employees and Reporting Relationships**

- 6.01 The Port shall not loan, or cause to be loaned, the members of the bargaining unit in its employ to any other employer without first securing permission of the Union and then only when applicants possessing the required skill are not available under the referral procedure.
- 6.02 The Port will supply a current organizational chart designating the supervisory chain of command. The Physical Plant Operations and the Mechanical and Conveyance Systems crews must report according to this chart.

**ARTICLE 7: Seniority**

- 7.01 Seniority shall prevail in the reduction of forces and rehire provided the senior employee is competent to perform the work remaining in the plant or boiler room. Management shall be the judge of competency. Employees laid off in accordance with the provisions of this section will be eligible for rehire in inverse order of layoff for a period of one year following layoff.
- 7.02 Seniority shall prevail in selection of vacant shifts when in management’s judgment the senior employee is qualified and suitable for the shift assignment.
- 7.03 The Port will transmit to the Union a current list of division employees in June of each contract year. Such list will indicate the name of the employee, job classification, and division seniority date, along with the vacation accrual date.
- 7.04 Any Engineer hired on a temporary basis shall not come under the seniority clause. However, seniority shall be retroactive to date of hire if a temporary employee is selected from a posting to regular employee status without a break in service more than five (5) days from temporary status.
- 7.05 Seniority shall be based on the following conditions:

For all bargaining unit members working under the jurisdiction of this contract, there shall be one seniority list.

Seniority shall prevail in the reduction of force and rehire, provided the senior employee is competent to perform the work remaining in the plant(s). The Port agrees to provide the Union and employees with as much advance notice of a reduction in force as is reasonably practical and to meet to negotiate the reduction prior to implementation. Employees laid off in accordance with the provisions of this section will be eligible for rehiring in the inverse order of the layoff based on the following recall criteria:

Zero (0) to Two (2) years of service:	180 day recall period
Two (2) years and one day to Seven (7) years of service:	12 month recall period
Seven (7) years and one day to Twelve years of service:	18 month recall period

Twelve (12) years and beyond:

24 month recall period

In the event of a permanent reduction in force, the Port agrees to meet with the Union to bargain the effects of such a decision. The topics to be included in such impact negotiations will include timing and notice period for such reduction and severance payments, if any.

The plants shall be defined as Mechanical Utilities and Conveyance. These plants shall consist of:

**Mechanical Utilities:** Boiler Shop Work Group, Industrial Waste Treatment Plant Work Group and Satellite Transit Systems Work Group.

**Conveyance Systems:** Conveyor Shop Work Group.

The Port reserves the right to redesignate the work groups should changes in business conditions require such action, following consultation with the Union.

**For the purposes of layoff:** There shall be one seniority list tiered by job classification in the following order: Journeyman, Apprentice, and Utility Worker. Layoff of employees will take place in reverse order of classification tier and reverse order of seniority within each tier. Positions to be vacated between the two plants will be determined by Management. Individuals displaced as a result of vacated positions will have the opportunity to fill other open positions, or the position occupied by the least senior person(s) as a result of the layoff. Management, in consultation with the Chief Engineers, shall make the determination as to whether an individual is qualified to fill an open position.

Temporary employees shall be released from service prior to a reduction in force impacting seniority employees.

**For the purpose of shift bidding:** Priority shall be determined by plant status. Individuals awarded a shift bid position as the result of an open bidding process shall commit to remaining on that shift for six (6) months prior to bidding on other shift bid opportunities per Article 5.06. Should no individuals bid for an open shift determined to be necessary to backfill by Management, the shift shall be assigned to the individual with the least amount of seniority within the plant. Individuals assigned to a shift shall not be required to wait six (6) months before bidding on an available shift.

**For the purpose of distribution of overtime:** Priority within the work group shall be the first determining factor. Work groups shall be defined as follows:

- Boiler Shop Work Group
- Industrial Waste Treatment Plant work group
- Satellite Transit System Work Group
- Conveyor Shop Work Group

Should no individuals bid for the available overtime within the affected work group, priority shall then be determined by the applicable plant membership in prioritizing the award of overtime.

- 7.06 Seniority shall date from day of hire within the bargaining unit but no seniority rights shall be accrued therefrom until after a probationary period of eight hundred (800) working hours. At the end of the probationary period, the employee shall be classified as a regular employee. During this period, such employee shall be considered as being on a trial basis subject to termination at any time at the sole discretion of the Employer. Discharge of an employee during this probationary period shall not be subject to Article 22 of the Grievance Procedure. Management, at its discretion, may waive the probationary period for an employee who has satisfactorily performed a full range of job duties while employed as a temporary employee at Sea-Tac Airport.
- 7.07 The Port reserves the right to discipline or terminate the employment of any regular non-probationary employee for just cause. The Union shall be notified of any discharge within twenty-four (24) hours thereof.
- 7.08 In the event of a dispute as to whether or not "Justifiable cause" existed, such dispute may be processed through the grievance procedure contained in Article 22 of this Agreement.
- 7.09 Management shall have the discretion for selection of employees for promotion. However, if management deems the qualifications of two candidates to be equal, seniority shall be the deciding factor in choosing between the two candidates.

#### **ARTICLE 8: Scope of Work and License Premium and Reimbursement**

- 8.01 It is agreed that an Aviation Division employee qualified to function as a journeyman in the performance of duties required in the Physical Plant and on the Mechanical Equipment shall be paid when assigned in such journeyman level position, exclusive of shift premium payments, a premium of twenty-five cents (25 cents) an hour above the day shift scale of the Operating & Maintenance Engineer, provided the employee has a Grade II or higher license and is capable and available to be assigned unilaterally to fill an operational shift when the Chief Engineer deems it necessary to assure continuity of shift coverage. An operational shift includes all employees working an eight (8) or ten (10) consecutive hour shift.
- 8.02 Effective June 1, 2004, Mechanical Maintenance Engineers (Conveyor Shop) possessing on that date a Grade II License shall be grandfathered and shall continue to receive twenty-five cents (\$.25) per hour premium over the Engineer rate of Pay.
- 8.03 Effective the first of the month following the execution of this agreement, Operating and Maintenance Engineers (Mechanical Utilities) shall receive a premium of two dollars (\$2.00) per hour over the Engineer rate of pay and shall be required to have the following



licenses: City of Seattle Steam Engineer Grade II or above, section 608 EPA certification, City of Seattle Refrigeration Engineer Grade A or C.

- 8.04 Effective the first of the month following the execution of this agreement, Employees in the Conveyor Workgroup who have an all-position structural welding/AWS/WABO license shall be paid, exclusive of shift premiums, a premium of two dollars (\$2.00) an hour above the day shift scale of the Mechanical Maintenance Engineer.
- 8.05 An employee who bids onto a shift in the IWTP work group shall remain on the crew for a minimum of two years from the date he/she bids onto a shift. In the case where a Head or Chief Engineer position became available, the two year commitment would be waived to allow the individual to apply for and accept such positions should they be selected.
- 8.06 The Port will reimburse regular employees annually for license renewals required by the Port, in accordance with state or local statutes. Such licenses include:
- Central Plant:** City of Seattle Steam Engineer Grade II or above, City of Seattle Refrigeration Engineer Grade A or C or Refrigeration Journeyman Mechanic A or C, State Backflow Assembly Tester Certification, Structural Welding License, Certified Plumbers License, Cross Connection License, NFPA Certification, and Operator In Training (OIT).
- 8.07 The Port will reimburse those regular employees in the Conveyor Workgroup who have attained their Structural Welding License (AWS, WABO) for their Structural Welding License renewal.
- 8.08 It is understood and agreed between the parties to this Agreement that from time to time the Port may contract with manufacturers or service companies for the performance of certain mechanical equipment maintenance work, all or a portion of which would normally be performed by Port employees covered by this Agreement. Upon the termination of any such contractual arrangement, if the Port determines to assign said work to its own employees, it will be assigned to employees covered by this Agreement and the Port will exert its best efforts to preserve and protect such assignment.
- 8.09 It is further agreed that all maintenance work historically and presently performed by bargaining unit members covered under this Agreement, will come under the jurisdiction of International Union of Operating Engineers, Local 302.
- 8.10 The Union consents to and accepts the policy of the Port to continue the past and present practice of compliance with the City of Seattle Steam Engineer License Ordinance and Refrigeration Operator License Ordinance in the manning requirements for the boilers and air-conditioning equipment of the Physical Plant Operating and Maintenance of Airport Utilities, or until such policy of the Port is superseded by a Steam Engineer License Ordinance and/or a Refrigeration Operator License Ordinance enacted into law by the Government of the United States, the State of Washington, the County of King, or any of the political subdivisions thereof having jurisdiction over the Port of Seattle.

- 8.11 **License Lapse:** Failure to maintain all required licenses will result in loss of premium pay and progressive discipline.
- 8.12 When an employee covered by this Agreement is taking a class pertaining to work that has been preapproved by the Port at least two weeks before the scheduled course date, the Port shall adjust the employee's work schedule such that it coincides with the class schedule and assign the employee to attend the class.

### **ARTICLE 9: Classification Categories**

- 9.01 A Chief Operating, Maintenance & Mechanical Equipment Engineer shall be designated by the Port for the Physical Plant Operations and the Mechanical and Conveyance Systems and shall be paid twenty-five percent (25%) above the day shift pay scale of the Operating & Maintenance Engineer. When a Chief Operating, Maintenance & Mechanical Equipment Engineer is unavailable for his regular duties due to vacation, illness, etc., a Head Operating and Maintenance Engineer or a journeyman Operating & Maintenance Engineer shall be designated as Acting Chief Operating, Maintenance & Mechanical Equipment Engineer and shall receive the Chief's wages.

When the Chief Engineer is unavailable to perform regular duties on normally scheduled workdays, the Head Engineer or a journeyman engineer shall be designated as Acting Chief Engineer. When the Chief Engineer is on normal days off or on a scheduled holiday, no one will be designated as Acting Chief Engineer. When a bargaining unit member is assigned to work on a special project or program, the position will be backfilled at the contractual rate of pay, not at the premium rate of pay.

When a Chief Engineer, is backfilled as required by contract, the person chosen will be the most senior qualified person assigned to that shift on a regular basis. Chief Engineer, positions will be backfilled on a full shift basis only, not a partial shift. If a Chief Engineer leaves before the end of a shift, that position will not be backfilled for the remainder of the shift.

- 9.02 A Utility Worker classification is established and the Utility Worker's duties may vary and shall include but not be limited to such functions as greasing, oiling, changing of filters, or cleaning same and other necessary work as the Chief Engineer or Acting Chief Engineer may assign to the Utility Worker.
- (a) It is understood between the Parties that the inclusion of a Utility Worker in the Bargaining Unit shall not be for the purpose of replacing a Journeyman Engineer. The implementation of this classification shall be at the Port's discretion.

- (b) The Utility Worker shall be paid fifty five percent (55%) of the Journeyman Engineer's day-shift pay scale for the first year of employment. For the second year of employment, the Utility Worker shall be paid at sixty (60%) of the Journeyman Engineer's day-shift scale. For the third year of employment and thereafter, the Utility Worker shall be paid at sixty five percent (65%) of the Journeyman Engineer's day-shift scale.
- (c) Employees in this classification in layoff status as of June 1, 2009 shall be red circled at the June 1, 2008 wage rate if recalled until such time as the current utility worker wage rate exceeds this value.

9.03 **Hire in Rates and Application of Premium Pays:** Journeymen Operating and Maintenance Engineers shall be hired at the Journeyman rate, eligible for the applicable premiums depending on possession of license/certification requirements. Those journeymen hired without the required licenses are expected to obtain required licenses within twelve (12) months of hire. Once a new employee obtains the required licenses that employee shall be eligible for the applicable premium. Failure to obtain the required licenses within one (1) year of date of hire shall result in termination.

9.04 During the life of this Agreement, the Port and the Union agree to consider requests to review new classification requirements which may be identified by the Port or the Union as a result of changes that have occurred at the Airport. Any new classifications proposed must be mutually agreed upon by the Port and the Union to become part of this Agreement.

#### **ARTICLE 10: Pay Schedule, Appendices, and Addendum Incorporated Into Agreement**

- 10.01 The rates of pay for the various classifications of work and all other provisions incidental to wages not covered elsewhere in this Agreement are set forth in Schedule "A", attached hereto and made a part hereof. Also, Appendix No. 1 and Appendix No. 2 along with Addendum No. 1, Parts 1 and 2, are incorporated into the Agreement by this Article.
- 10.02 Employees shall be paid bi-weekly. 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.
- 10.03 If an employee is overpaid the Port shall be entitled to collect the overpayment through the deduction of the employee's subsequent wages as consistent with RCW 49.48.200. Nothing in this article precludes the employee from agreeing to a larger deduction.

**ARTICLE 11: Shift Premiums**

- 11.01 The (swing shift) premium shall be ten percent (10%) of the straight time hourly rate for all hours worked on shifts starting between 1:00 pm and 5:00 pm and the (graveyard shift) premium shall be fifteen percent (15 %) of the straight time hourly rate for all hours worked on shifts starting between 10:00 pm and 2:00 am. Relief shifts (a combination of days, swing shift, and graveyard in a workweek) shall be compensated at twelve percent (12%) above the straight time rate.
- 11.02 Shift premiums shall apply to sick leave, vacation, holiday pay, and funeral leave.
- 11.03 If shift-starting times for mutually affected employees are modified for employee convenience, shift premiums may be waived by mutual agreement between the employee and management.

**ARTICLE 12: Hours of Work and Overtime**

12.01 Eight (8) consecutive hours shall constitute a day's work, five (5) consecutive eight (8) hour days shall constitute a week's work of forty (40) hours; provided, however, that employees shall receive two (2) consecutive days off. As an exception to this, in the event of a shift change an employee may make up any time short of 40 hours at the straight-time rate on an optional basis. All hours worked over eight (8) hours per day or forty (40) hours per week shall be considered as overtime and paid for at the rate of time and one-half. Work performed on the sixth consecutive day of the workweek shall be paid for at the rate of time and one-half. Work performed on the seventh consecutive day shall be paid for at the double-time rate of pay.

12.02 Shifts may be scheduled as follows:

Day	Shifts starting between 5:00am and 9:00am
Swing	Shifts starting between 1:00pm and 5:00pm
Graveyard	Shifts starting between 10:00pm and 2:00am

12.03 Each employee covered under this Agreement shall have a regular designated starting and quitting time to correspond within the shift schedules as set forth above, that may be changed by management for operational reasons with 21 calendar day's written notice. Shift schedule changes greater than three (3) hours will be re-bid.

12.03a **Modified/Light Duty Schedule** the parties agree to waive the twenty-one (21) day shift change written notice requirement contained in Article 12 for those bargaining unit employees injured on the job approved for modified/light duty. The employer agrees to provide as much notice as possible with a minimum of five (5) days' notice of shift change.

- 12.04 In the event an employee is called back to the premises to perform work of any nature after the employee has completed his/her eight-hour day, the employee shall be paid at the rate of one hour at double the straight-time rate of pay for such a call back, plus additional pay at applicable rate for all additional time actually worked.
- 12.05 During times of the year with inclement weather, the IWTP may be staffed on a voluntary on-call basis. The maximum response time from the time the call is received to arrival at the IWTP shall be no greater than two (2) hours. Scheduling of staff for on-call coverage shall be made in accordance with Article 12 of the contract. Coverage shall be based on 12 hours of on call duty, either dayshift or graveyard. Employees on call for weekend coverage shall be compensated 10% of the regular rate for IWTP staff, including shift differentials, for being on call. Should the on call staff be required to respond to the IWTP, they will be compensated at the appropriate rate of pay for a minimum of 4 hours. Management will be responsible for managing the call in process of the IWTP staff.
- 12.06 An employee reporting for a regularly scheduled shift shall receive at least four (4) hours pay at the straight-time rate of pay.
- 12.07 All work performed in excess of eleven (11) hours per day or fifty-five (55) hours per week shall be compensated for at two (2) times the straight time hourly rate.
- 12.08 Overtime in each instance shall be paid on one basis only, and there shall be no compounding or pyramiding of overtime.
- 12.09 The Port will endeavor to equalize overtime in the Work Groups. The Port will post notice of overtime in advance if possible. The Work Groups will keep a list of the amount of overtime for each individual within each work group. This list will be updated weekly by the Chief Engineer responsible for those work groups.

Overtime will be prioritized for award to the person with the least amount of overtime first within the affected work group per the designations in Article 7.

If no one within that work group signs up for the overtime available, the opportunity will be made available to the person with the least amount of overtime within the applicable plant.

Should a situation arise that requires personnel to be called in to backfill an available shift, the following procedure shall be utilized:

- Calls shall be made first to individuals within the work group (as described in Article 7) based on the Overtime Equalization List. Calls shall be sequenced based on the individual's position within the overtime equalization list for that work group. Calls shall proceed from the individual with the lowest amount of overtime awarded to the highest.

- Members being called to backfill a shift will receive one telephone call to a designated telephone number. The individual shall have 5 minutes to return the call and accept the overtime. If no return call is received, the member making the calls shall proceed to the next individual on the list, until such time as the position is filled, or all options within the work group are exhausted. It is the individual's responsibility to designate the telephone number for such calls, and insure the correct number is on the telephone call list.

Should no individuals bid for the available overtime within the work group, priority shall be determined by plant membership in prioritizing the award of overtime. The telephone call procedure for this next level of calls shall be the same as noted above for calls made within the work group.

12.10 If utilized, it is agreed a 4-10 schedule is subject to the terms and conditions of the current labor agreement and will operate with the following provisions.

Employees on such schedule shall receive three (3) days off, at least two of which must be consecutive days off. The two- (2) consecutive days off do not have to be connected to the weekend.

The third day off may be any other day of the employee's workweek. There shall be no mixture of a five-day eight-hour (i.e., 5-8) schedule and a 4-10 schedule in the same workweek. Days off will not be rotated.

All hours worked in excess of ten (10) hours in an employee's work shift or in excess of forty (40) hours in any employee's workweek shall constitute overtime work and shall be paid for at the applicable overtime rate of the employee's regular rate of pay.

Payment for jury duty, funeral leave, and sick leave that occur on an employee's regularly scheduled workday, shall be for ten (10) hour days.

Payment for holidays shall be as follows:

- (a) If the holiday falls on an employee's regularly scheduled workday and the employee does not work, he/she shall be paid ten (10) hours of holiday pay at the employee's straight-time shift rate.
- (b) If the holiday falls on an employee's regularly scheduled day off, he/she shall observe their holiday on either the first or last day of their regularly scheduled work week, whichever is closest to the holiday.
- (c) If an employee works on the holiday, he/she shall be paid for all hours worked at the applicable overtime rate plus ten (10) hours of holiday pay at the employee's straight-time shift rate.

**ARTICLE 13: Holidays**

13.01 Effective when the Agreement is signed, twelve (12) paid holidays shall be recognized and observed as follows:

New Year's Day	January 1
Martin Luther King's BD	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 Thurs. in November
Day after Thanksgiving	Fourth. Fri. in November
Christmas Eve	December 24
Christmas Day	December 25
Two Personal Holidays	To be selected once each contract year (June 1st through May 31st each year) by the employee, subject to Management's approval.

If the holiday falls on the first day of the employee's scheduled days off, the previous day shall be considered as the holiday. If the holiday falls on the second or third day of the employee's scheduled days off, the following day shall be considered as the holiday. The employee shall provide a minimum notice of two weeks prior to the day selected when requesting the scheduling of a personal holiday. If an employee has not selected a personal holiday by May 1 of each contract year, such selection shall be made by Management and scheduled accordingly.

- 13.02 All time worked on any of the holidays as listed herein, shall be compensated (exclusive of the eight (8) hours holiday pay at the employee's regular straight-time hourly rate) at double the regular straight-time rate for all hours worked. (See Section 12.10 for ten (10) hour day holiday compensation.)
- 13.03 A six-month period of employment with the Port is required prior to any personal holiday taken.
- 13.04 To qualify for holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the holiday unless absence is excused by management.
- 13.05 All holidays will be awarded based on the seniority of those working the shift (In accordance with section 7.05 purpose of distribution of overtime clause)

## **ARTICLE 14: Vacations**

- 14.01 Two (2) weeks (80 hours) vacation with pay shall be given to each regular full-time employee who has worked for the Port one year, three (3) weeks (120 hours) vacation with pay after continuous employment of three (3) years, four (4) weeks (160 hours) vacation with pay after continuous employment of ten (10) years, and five (5) weeks (200 hours) vacation with pay after fifteen (15) years of continuous employment.
- (a) Employees will have priority of selection of vacation periods in order of seniority.
  - (b) Unused vacation credits may be carried over into the following year's immediate accrual time by mutual consent of the Parties.
- 14.02 Pro rata vacation shall be paid to each employee covered by this Agreement, who leaves the employment of the Port of his/her own volition or who shall be terminated by the Port, on the basis of one-twelfth (1/12th) of the scheduled vacation for each month employed by the Port that year, unless said employee shall be discharged for cause or fails to give due notice of resignation.
- 14.03 If a holiday occurs during the employee's vacation, he/she shall receive an extra day's pay in addition to his/her vacation pay or an extra day of vacation. The Port agrees to cooperate with the employees in arranging their vacations in order that no employee shall be required to take his/her vacation without having at least two weeks' prior notice. However, the Port shall have the privilege of designating the number of employees in a department who can be off for a vacation at any one time.
- 14.04 A total lapse of service of thirty (30) days or less per year because of illness or layoff (but not discharge) shall not interrupt continuity of service for purposes of vacation eligibility. Where such lapse of service exceeds thirty (30) days per year, vacation pay shall be prorated, based upon actual weeks of service, provided no deduction shall be made for the first thirty (30) days of such lapse of service.
- 14.05 After six (6) months of continuous employment as a regular full-time employee at the Port, vacation may be taken as earned on the basis of one-twelfth (1/12th) of the scheduled vacation for each month employed by the Port that year, except as limited by the conditions stated in 14.02 above.
- 14.06 Employees called in to work while on vacation shall receive pay at the time and one-half rate for all work performed. In addition, if the work exceeds four (4) hours or more, said employee will receive another vacation day in lieu of the day worked. Every effort shall be made not to call employees to work during the period they are off on a scheduled vacation.



### **ARTICLE 15: Jury Duty**

- 15.01 Any employee called for Jury Duty, or as a subpoenaed witness in a Port related case, will be paid the difference between jury or witness pay and the employee's regular shift pay. On any day (Monday through Friday) the employee is dismissed from serving on a jury or as a witness, the employee shall, immediately following dismissal from serving, notify the Port that he/she is available for work; and the Port shall have the option of having the employee work or paying the employee the sum of money as provided above.
- 15.02 If any employee fails to notify the Port as provided above, the employee shall disqualify himself/herself from receiving the pay differential. Jury Duty or witness service is not to be included when computing overtime.
- 15.03 Management will modify the schedule of an employee who is scheduled on Jury Duty to a Monday through Friday workweek. If the employee works on his or her days off or weekends, the employee shall be compensated at the overtime rate for those days. If the employee works beyond his or her scheduled shift or is called in after serving on jury duty and a combination of jury duty and work exceeds eight hours in a day, they shall be compensated at the overtime rate for those hours in excess of eight. However, an employee who serves on jury duty in excess of eight hours in a day or 40 hours in a week will not be compensated for overtime.

### **ARTICLE 16: Funeral Leave**

- 16.01 Any employee who suffers a death of a family member will be allowed twenty-four (24) if working eight (8) hour shifts or thirty (30) hours if working four (4) ten (10) hour shifts paid leave compensated at the employee's regular shift rate as a result of the employee's absence, provided that the employee attends the funeral. The employee may be allowed up to an additional two (2) days of paid leave if the funeral is out of state. Family member shall be defined as the death of an employee spouse or domestic partner; the employee's (or employee's spouse or domestic partner's) parent, child, step-child, sibling, grandparent, grandchild, aunt, uncle; or siblings spouse, domestic partner or child.

### **ARTICLE 17: Medical, Dental, Life and Disability Benefits**

- 17.01 Effective June 1, 2018, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand two hundred sixty-eight dollars (\$1,268.00) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2019, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand three hundred forty-seven dollars (\$1,347.00).

Effective June 1, 2020, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand four hundred twenty-seven dollars (\$1,427.00) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2021, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand, five hundred fifteen dollars (\$1,515.00) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2022, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand, six hundred ten dollars (\$1,610.00) on behalf of each eligible employee covered by this Agreement.

Increases above the Employer's maximum monthly contribution rates set forth above shall be shared by the employee and the Port in the following way: The Employee and the Port will contribute 50%-50% of the increase up to an employee share of 10% of the total monthly base rate. Once the employee contribution has reached 10% of total monthly base rate, future increases shall be split 10% by the employee and 90% by the Port for the duration of this Agreement.

All payments into the Local 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust shall be paid on or before the 15th day of the month following the month of employment.

The foregoing agreement shall survive the term of this Agreement until a new collective bargaining agreement is agreed to by the parties.

At any time during the term of this Agreement, if the benefits provided by Local 302/612 IUOE Health and Security Fund become subject to an excise penalty, the parties agree to meet and negotiate the impact and effects. The Union agrees to assist the Port to obtain any information it needs to comply with the Affordable Care Act.

**17.02 Medical, Dental and Life Insurance:**

On the fifteenth of the next month following the date of hire, the Employer shall submit to the trust, on behalf of all eligible employees, the monthly trust payment for medical, dental and life insurance coverage for themselves and their eligible dependents.

Example: For, a newly hired employee with a start date of January 2, 2019, the Port shall make a Trust payment for that newly hired employee February 15, 2019 for coverage to begin March 1, 2019. The eligibility and other conditions of coverage shall be established between the employee and the Trust providing such benefits.

**17.03 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.

**17.04 Industrial Injury or Illness:**

In case of any industrial injury or industrial illness, the Port agrees to pay up to but not more than three (3) months of full benefits coverage for the employee and/or any dependents.

**17.05 Flexible Spending Accounts:**

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 the content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provisions of this agreement or to negotiation by the Union.

**17.06 VEBA**

Either party may request to open the agreement with respect to medical savings accounts (e.g., VEBA).

**ARTICLE 18: Pension and Trust Funds**

18.01 The Port of Seattle shall provide pension benefits for all employees in classifications covered by this Agreement. Effective with the first month after execution of this Agreement, the Port shall contribute for each calendar month of employment, on behalf of each employee sixteen and one-half percent (16.5%) of the employee's gross monthly compensation.

All contributions shall be to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

18.02 The Port and Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to either said Trust Agreement, heretofore adopted.

(a) The Port and the Union consent to and accept the terms, conditions, and provisions of each written Trust Agreement and as amended, creating each said Fund. The Port and the Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the Port and the Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of each said Trust Agreement.

(b) Contributions shall be remitted in a lump sum to each said fund by the fifteenth (15th) day of the month subsequent to the month in which the compensation was earned.

## ARTICLE 19: Sick Leave

19.01 Effective the first of the month following ratification, employees covered by this Agreement shall accrue sick leave at the rate of .03846 per hour compensated. Employees shall be entitled to utilize sick leave on the ninetieth (90<sup>th</sup>) calendar day of employment.

Sick Leave will accrue in two banks.

### Bank 1) Protected Sick Leave.

- a. 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 (Addendum 2). 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.
- b. On January 1<sup>st</sup> 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.

Any unused Paid Sick Leave (Bank 2) benefits shall be accumulated into Bank 2 up to a maximum of one hundred twenty (120) days to be used for future illness of an employee as his/her needs may require but it may not in any event be converted to additional vacation, or time off with pay. Paid Sick Leave used shall be deducted from the accumulated Bank 2. Unused Paid Sick Leave may not be converted to cash payment except that upon termination or retirement following five (5) years of continuous employment in a regular position, qualified employees shall be compensated for fifty percent (50%) of their unused Paid Sick Leave (within the 120-day limit) at the rate of pay at termination.

19.02 Paid Sick Leave (Bank 2) will be paid for an illness only with respect to a workday on which the employee would otherwise have worked and will not apply to an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not in any event have worked. Paid Sick Leave may be taken in hourly increments.

- 19.03 A certificate from a qualified physician, which certifies and attests to the employee's inability to perform his regular and customary work because of illness, may be required by the Port. Paid Sick Leave benefits shall apply only to bona fide cases of non-occupational illnesses which are not covered by State Industrial Insurance, except as otherwise provided in Section 19.04. The Union and the Port agree to cooperate to prevent Paid Sick Leave abuses.
- 19.04 The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:
- (a) In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.
  - (b) An employee who is collecting Workers' Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from his/her accumulated sick leave bank to supplement his/her disability benefits, provided the total daily or weekly amount of benefits received does not exceed his/her daily or weekly base wage rate, until such time as his/her sick leave bank is depleted.
  - (c) Starting on the first day of a non-occupational disability due to an accident or the fourth day of a non-occupational disability due to illness, sick leave benefits shall be paid only to the extent that they supplement disability insurance coverage so that the combined sick leave and disability total payments do not exceed the employee's normal rate of pay.
- 19.05 Shared Leave – Shared leave will be available as prescribed in People Programs Policy HR – 5.

#### **ARTICLE 20: Savings Clause**

- 20.01 Any provisions in this Agreement which are in contravention of any Federal, State, Local, or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

## **ARTICLE 21: Labor Disputes**

- 21.01 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, 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 this Agreement is in effect or not, or while pending the settlement of any grievance under the Grievance and Arbitration Procedure Article.
- 21.02 In regards to an employee's file and disciplinary history, written warnings, documented verbal warning, and other evidence of discipline will not be considered as a basis for progressive discipline if the employee has no additional documented disciplinary action taken for at least 24 months. This does not apply to a finding of gross misconduct.
- 21.03 This Agreement supersedes all previous Memoranda of Understanding.

## **ARTICLE 22: Grievance and Arbitration Procedure**

- 22.01 Grievances arising between the Port, its employees, and/or the Union with respect to the interpretation or application of the terms of this Agreement shall be settled according to the following steps:
- Step 1** All grievances submitted by either the Port, the employee or the Union must be filed within thirty (30) calendar days of the time of occurrence. The employee must first present his/her grievance to the Mechanical Systems Manager or the Conveyance Systems Manager or designee for settlement. If it cannot be settled between these parties within seven (7) calendar days following presentation, then the Union may elect to go to Step 2.
- Step 2** The charging party must file within seven (7) calendar days a statement of the grievance in writing (from the Union to the Port's Director of Labor Relations or from the Port to the Union's Business Representative) which shall contain the following information:
- (a) The detailed facts upon which the grievance is based;
  - (b) Reference to each Article and Section of the Agreement alleged to have been violated;
  - (c) The remedy sought; and
  - (d) A suggested time for meeting to discuss a settlement.

If no settlement is reached between the Union Business Representative and the Director of Labor Relations within fifteen (15) calendar days, the grievance shall progress to Step 3.

**Step 3** The grievance shall be submitted to a Board of Arbitration composed of three (3) people, one shall be designated by the Union, one shall be designated by the Port, and one shall be provided by the Federal Mediation and Conciliation Service by the following means:

- (1) The Federal Mediation and Conciliation Service provide a list of five (5) names.
- (2) The Union and the Port shall alternately strike names from the list of five until only one remains. The request to Federal Mediation and Conciliation Service for the third member of the Board may be made by either the Union or the Port but a request must be made by one or the other within four (4) calendar months of the original filing of the grievance; if not, the grievance shall be considered as settled. The Board of Arbitration will render any decision as soon as reasonably possible and its decision shall be final and binding. The expense of the arbitration shall be borne equally by the Union and the Port.

22.02 The powers of the arbitration board shall be limited to the application and interpretation of this agreement and its addenda, appendices, and Schedule A. The arbitrator board shall have jurisdiction to decide any dispute arising under the agreement, but they shall not add to, delete, or modify any article of the agreement or of its addenda, appendices, or Schedule A.

22.03 Time limits may be waived at each step by mutual agreement in writing by the Port and the Union.

### **ARTICLE 23: Union Activities**

23.01 The Port agrees to recognize the International Union of Operating Engineers, Local 302, and its appointed stewards who shall represent the Bargaining Unit employees as defined by law and in accordance with this collective bargaining agreement on behalf of the Union as an observer in negotiations and in adjustments of disputes that arise out of the interpretation or application of this Labor Agreement. The Union shall provide notice to the Port with the names of one shop steward from each plant (Mechanical Utilities and Conveyance Systems) and one alternate from each plant. No more than two (2) stewards shall attend negotiations and no more than one (1) steward shall attend either a grievance or disciplinary meeting.

- (a) The Steward will make every reasonable effort not to interfere with operations and services while engaged in adjusting any dispute.

- (b) The Port agrees not to discriminate against the Plant Steward because of the performance of his/her duties as a Steward. The Union agrees that the Plant Steward shall be covered by the terms and conditions of this Labor Agreement and shall not be entitled to any preferential treatment as a result of being a Steward.

23.02 The Port agrees that duly authorized Representatives of the Union shall be permitted access to the premises of the Port that are covered by this Agreement for the purpose of conferring with the Plant Steward to adjust any unresolved grievances and/or to observe the application of the terms of this Agreement; provided, however, that said Union Representatives give prior notice to the Mechanical Systems or Conveyance Systems Manager and comply with current security measures and policy regulations, and agree that such activities shall not in any way interfere with operations or services.

The parties to this Agreement recognize the value to both the Union and the Port of having Stewards participate as part of the negotiations process. Therefore, the Port agrees that Stewards who participate in bargaining as part of the Union's bargaining team shall be compensated at their normal hourly rate while participating in the joint collective bargaining sessions that occur during their normal working hours.

23.03 **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.

23.04 **Union Leave:** Upon written application, the Port will not unreasonably deny an unpaid leave of absence request from an employee elected or appointed to a position in the Union that requires a part or all of his/her time for the duration of their tenure in said position.



**ARTICLE 24: Safety and Health**

24.01 The Port and the Union hereby reaffirm their commitment and obligation to fully and completely support safe working practices and to provide safe and healthful working conditions pursuant to the regulation procedures and safety training requirements in the Port's Aviation Maintenance Health and Safety Site Specific Safety Plan.

**ARTICLE 25: Parking**

25.01 The Port agrees to provide free parking for employees covered under this agreement.  
*Note: The parties agree should a material change take place in regards to paid parking, the parties will meet as soon as practicable to bargain.*

**ARTICLE 26: Deferred Compensation**

26.01 As provided below in this article, Local 302 Port bargaining unit employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981). 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 27: Leave Without Pay**

27.01 For each contract year, a leave of absence up to five (5) days without pay will be granted at the discretion of the Port after one year of continuous employment. All leaves of absence without pay are to be requested by the employee as far in advance as possible stating the amount of time requested per the Port of Seattle Work Rules section regarding leave. Should combined Vacation Requests and Leave Without Pay requests result in a staff shortage, Vacations Requests shall take precedence over Leave Without Pay requests. Leave of absence without pay may be used in conjunction with periods of disability, illness, or vacation.

**ARTICLE 28: Safety Shoes**

28.01 The Port shall pay regular employees the following stipends in the first pay period of the contract year for the purchase price or repair of ASTM 2413 approved footwear.

First Contract Year	\$130
Second Contract Year	\$140
Third Contract Year	\$150
Fourth Contract Year	\$160
Fifth Contract Year	\$170

### **ARTICLE 29: Paid Parental Leave**

29.01 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 30: Paid Family Leave**

30.01 Paid Family Leave. The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees, that for the term of this agreement, the Port shall make contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf.

### **ARTICLE 31: Employee Learning and Development Policy**

31.01 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.

31.02 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.

31.03 The Parties understand that the Employee Development and Education Opportunities identified in Article 32 shall not be subject to bargain and are subject to revision by the Port.


### **ARTICLE 32: Duration, Termination, and Modification**

32.01 This Agreement shall remain in effect from date of execution in 2019 to and including May 31, 2023.

32.02 The wage rates for this Agreement shall be as indicated in Schedule "A." Other conditions shall be effective when the Agreement is signed or as otherwise identified.

IN WITNESS WHEREOF, we attach our signatures this 9<sup>th</sup> day of October, 2019.

**PORT OF SEATTLE**

By:   
\_\_\_\_\_  
Stephen P. Metruck  
Executive Director

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302**

By:   
\_\_\_\_\_  
Dane Rawlins  
Field Representative

## **APPENDIX #1**

### **(Port of Seattle Operating Engineers 302)**

#### **Physical Plant Operation and Maintenance Jurisdiction**

The operation and maintenance of all boilers, compressors, pumps, refrigeration units, power generators, air conditioning and heating systems, and all other machinery, vessels, equipment, and related appurtenances and auxiliaries on the premises of Sea-Tac International Airport coming within the confines of the areas of responsibility for Airport Utilities assumed by the Port of Seattle will come under the Jurisdiction of Operating Engineers, Local 302.

It is understood and agreed that those employees, covered under this Agreement, assigned to duties within the designated areas of the Physical Plant Operation and Maintenance, responsible for the successful operation and maintenance of the Airport Utilities that come under the jurisdiction of Operating Engineers, Local 302, will not be responsible for the Airport Facilities mechanical and conveyance systems maintenance work, except to lend assistance in the case of emergencies, provided such action will not jeopardize the safe operation and maintenance of said Airport Utilities.

Assignments on the Direct Digital Controls include: system operation and monitoring; control sequence programming; control sequence verification/maintenance; selection of points to be added and/or deleted; troubleshooting of HVAC systems based on indicated abnormal conditions; preliminary troubleshooting of the BAS based on malfunctioning monitoring, alarms, and/or control sequences; change or replace boards, thermostats, sensors, and operators; coordinate with Electronic Technician, Electricians, and/or BAS service technician on the correction of deficiencies in the BAS system performance.

#### **Operating and Maintenance Engineer**

The term Operating and Maintenance Engineer shall mean, for purposes of coverage under this Agreement, all employees who have as their primary duties the responsibility to operate, maintain, repair, service and overhaul all boilers, compressors, pumps, refrigeration units, power generators, air conditioning and heating systems and all other machinery, vessels, equipment, and related appurtenances and auxiliaries within the confines of the premises of the Airport that come under the Jurisdiction of Operating Engineers, Local 302.

### **Head Operating and Maintenance Engineer**

At the discretion of the Mechanical Systems Manager, a journeyman status Operating and Maintenance Engineer may be designated as Head Operating and Maintenance Engineer, responsible to the Chief Engineer, to supervise those employees assigned to operate, maintain, repair, service and overhaul all boilers, compressors, refrigeration equipment, power generators, air conditioning and heating systems, and all other machinery, vessels, and related appurtenances and auxiliaries within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 302.

The Head Operating and Maintenance Engineer shall be paid a minimum of fifteen percent (15%) above the day-shift pay scale of the Operating and Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

### **Lead Operating and Maintenance Engineer**

At Management's discretion, a Lead Operating & Maintenance Engineer may be assigned. Any employee so assigned will be responsible to the Chief Engineer and/or the Head Engineer during a shift, for the coordination of the maintenance, repair, and renovation of such mechanical equipment assigned as his/her responsibility at the Airport that falls within the jurisdiction of the Union. The Lead Operating & Maintenance Engineer shall be paid five percent (5%) above the day-shift pay scale of the Operating & Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

### **Industrial Wastewater Treatment Plant (IWTP)**

The mission and goal at the IWTP (Industrial Wastewater Treatment Plant) is to operate the plant in a professional manner at a maximum performance and efficiencies and in compliance with the NPDES (National Pollution Discharge Elimination System) permit. Also prevent the discharge of unacceptable water, overflows and spills. IWTP Operators shall be responsible for the preventative maintenance, corrective maintenance, major repairs and plant upgrades.

Operators shall come under the direction of the Chief Operating and Maintenance Engineer and the IWTP Head Operating Engineer. All operators shall possess a waste water treatment operator's license or O.I.T. (Operator in Training) certificate. All Operators shall have a City of Seattle Grade II Steam Engineers License.

During times when the IWTP is not in operation the operators may be required to report to the Central Mechanical Plant to support the boiler room work, or other work designated by the Chief Engineer.

## **APPENDIX #2**

### **Mechanical and Conveyance Equipment Maintenance Jurisdiction**

The maintenance, repair, and renovation, Baggage System Engineer Functions of all mechanical and conveyance equipment including, but not limited to, passenger load bridges, mechanical doors and gates for Airport Facilities on the premises of Sea-Tac International Airport coming within the confines of the areas of responsibility for mechanical and conveyance equipment assumed by the Port of Seattle will come under the jurisdiction of Operating Engineers, Local 302.

Baggage System Engineering functions; shall include but are not limited to, intelligently monitoring the operations, identifying issues, conducting various system HMI/reporting functions, and contacting the appropriate personnel to troubleshoot the issues that occur within the Baggage Handling System.

It is understood and agreed that those employees, covered under this Agreement, assigned to duties within the designated areas of the mechanical and conveyance equipment maintenance responsible for the maintenance, repair and renovation of the Airport Facilities that come under the jurisdiction of Operating Engineers, Local 302, will not be responsible for the Airport Utilities operation and maintenance duties, except to lend assistance in the case of emergencies, provided such action will not interfere with performance of priority mechanical work of said Airport Facilities.

### **Mechanical Maintenance Engineer**

The term Mechanical Maintenance Engineer shall mean, for purposes of coverage under this Agreement, all employees who have as their primary duties the responsibility to maintain, service, repair, alter, modify, renovate and overhaul all mechanical and conveyance equipment within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 302.

### **Head Mechanical Maintenance Engineer(s)**

At the discretion of the Conveyance Systems Manager, a journeyman-status Mechanical Maintenance Engineer may be designated as Head Mechanical Maintenance Engineer, responsible to the Chief Engineer, to supervise those employees assigned to maintain, service, repair, alter, modify, renovate and overhaul all mechanical and conveyance equipment within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 302.

At the discretion of the Conveyance Systems Manager, a journeyman-status Mechanical Maintenance Engineer may be designated as Head Engineer, responsible to the Conveyor Shop

Chief, to supervise those employees assigned to technical project review, and to those engineers assigned to the Baggage Systems Engineering functions. The Head Engineer will be responsible for the coordination of the Baggage System Engineering functions that fall within the jurisdiction of Operating Engineers, Local 302.

A Head Mechanical Maintenance Engineer shall be paid a minimum of fifteen percent (15%) above the day-shift pay scale of the Mechanical Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

**Lead Operating & Maintenance or Mechanical Maintenance Engineer**

At Management's discretion, a Lead Mechanical Maintenance Engineer may be assigned. Any employee so assigned will be responsible to the Chief Engineer and/or the Head Mechanical Maintenance Engineer during a shift, for the coordination of the maintenance, repair and renovation of such mechanical and conveyance equipment assigned as his/her responsibility at the Airport that falls within the jurisdiction of the Union. The Lead Mechanical Maintenance Engineer shall be paid five percent (5%) above the day-shift pay scale of the Mechanical Maintenance Engineer as covered under the terms of the Collective Bargaining Agreement.

**SCHEDULE A**  
**Job Classifications and Rates of Pay**

For those employees employed on the date of the Union's ratification of this agreement:

Effective on June 1, 2018, the base wage rate shall be increased by five percent (5%).

Effective on June 1, 2019, the base wage rate shall be increased by five percent (5%).

Effective on June 1, 2020, the base wage rate shall be increased by five percent (5%).

Effective on June 1, 2021, the base wage rate shall be increased by 100% of the April through April Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%) plus one percent (1%).

Effective on June 1, 2022, the base wage rate shall be increased by 100% of the April through April Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%) plus one percent (1%).



Wages		Article 8.03			
		\$1.20	\$1.20	\$2.00	\$2.00
		Article 8.04			
		\$0.70	\$0.70	\$2.00	\$2.00
		Increase	Increase	Increase	Increase
		5.00%	5.00%	N/A	5.00%
Classifications	Current	Effective	Effective	Effective	Effective
	6/1/2017	6/1/2018	6/1/2019	1st of Month after Execution	6/1/2020
Engineer (Journeyman) (Operating and Maintenance/Mechanical)	\$40.83	\$42.87	\$45.02	\$45.02	\$47.27
Engineer (Journeyman with/Grade II License) (Operating and Maintenance/Mechanical)	\$42.03	\$44.07	\$46.22	<b>\$47.02</b>	\$49.27
Mechanical Maintenance Engineer (Conveyor Workgroup) (with Structural Welding AWS Cert)	\$41.53	\$43.57	\$45.72	<b>\$47.02</b>	\$49.27
Lead Operating and Maintenance/ Mechanical Maintenance Engineer (5% above Journeyman Scale)	\$42.87	\$45.02	\$47.27	\$47.27	\$49.63
Lead Operating and Maintenance/ Mechanical Maintenance Engineer (with Grade II License)	\$44.07	\$46.22	\$48.47	<b>\$49.27</b>	\$51.63
Head Operating and Maintenance/ Mechanical Maintenance Engineer (15% above Journeyman scale)	\$46.95	\$49.30	\$51.77	\$51.77	\$54.36
Head Operating and Maintenance/ Mechanical Maintenance Engineer (with Grade II License)	\$48.15	\$50.50	\$52.97	<b>\$53.77</b>	\$56.36
Chief Operating Maintenance/Mechanical Engineer (25% above Journeyman Scale)	\$51.04	\$53.59	\$56.27	\$56.27	\$59.08
Chief Operating Engineer (with Grade II License)	\$52.24	\$54.79	\$57.47	<b>\$58.27</b>	\$61.08
Technical Reviewer	\$46.95	\$49.30	\$51.77	\$51.77	\$54.36
Technical Reviewer with Grade II	\$48.15	\$50.50	\$52.97	<b>\$53.77</b>	\$56.36
Technical Reviewer Conveyor Workgroup with Structural Welding AWS Certificate	\$48.15	\$50.00	\$52.47	<b>\$53.77</b>	\$56.36

<b>Apprentice Class</b>							
			<b>Current</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
			<b>6/1/2017</b>	<b>6/1/2018</b>	<b>6/1/2019</b>	<b>1st of Month after Execution</b>	<b>6/1/2020</b>
1st 6 Months	60.00%		\$24.50	\$25.72	\$27.01	\$27.01	\$28.36
2nd 6 Months	65.00%		\$26.54	\$27.87	\$29.26	\$29.26	\$30.72
3rd 6 Months	70.00%		\$28.58	\$30.01	\$31.51	\$31.51	\$33.09
4th 6 Months	75.00%		\$30.62	\$32.15	\$33.76	\$33.76	\$35.45
5th 6 Months	80.00%		\$32.66	\$34.30	\$36.01	\$36.01	\$37.81
6th 6 Months	85.00%		\$34.71	\$36.44	\$38.26	\$38.26	\$40.18
7th 6 Months	90.00%		\$36.75	\$38.58	\$40.51	\$40.51	\$42.54
8th 6 Months	95.00%		\$38.79	\$40.73	\$42.76	\$42.76	\$44.90
9th 6 Months	100.00%		\$40.83	\$42.87	\$45.02	\$45.02	\$47.27

<b>Utility Workers</b>							
			<b>Current</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
			<b>6/1/2017</b>	<b>6/1/2018</b>	<b>6/1/2019</b>	<b>1st of Month after Execution</b>	<b>6/1/2020</b>
1st Year	55.00%		\$22.46	\$23.58	\$24.76	\$24.76	\$26.00
2nd Year	60.00%		\$24.50	\$25.72	\$27.01	\$27.01	\$28.36
3rd Year+	65.00%		\$26.54	\$27.87	\$29.26	\$29.26	\$30.72

## **ADDENDUM #1**

### **Journeyman, Upgrading, Apprentice and Trainee Training Program**

- A. It is jointly desirous by the Employer and the Union to upgrade and advance the skills of Stationary Journeyman Engineers and to train and develop Stationary Engineer Apprentices and Trainees.
- B. Stationary Engineers Local No. 302, affiliated with the International Union of Operating Engineers, and Industry representatives, assisted by the Apprenticeship Division, Department of Labor and Industries have prepared Stationary Engineers Apprenticeship Standards that are approved by and registered with the Washington State Apprenticeship and Training Council and become a part of the Apprenticeship Agreements registered under the standard "Western Washington Stationary Engineers Apprenticeship Standards."
- C. The Washington State Apprenticeship and Training Council and the Department of Labor and Industries and assisting agencies, the Division of Vocational Education and Department of Employment Security, are available to assist in Program Administration. The staff of the Washington State Apprenticeship and Training Council under the Department of Labor and Industries, and the Bureau of Apprenticeship and Training, U.S. Department of Labor, is available to assist in program development. The Union and the Port will request their assistance in developing a program for the Port's conveyance systems.
- D. The Department of Research and Education of the International Union of Operating Engineers, Washington, D.C. has established a National Joint Apprenticeship and Training Committee for Stationary Engineers to develop and register National Apprenticeship Standards for Stationary Engineers. A Curriculum Committee for Stationary Engineers, under the auspices of the National Joint Committee, has developed a "Program of Instruction" to take an apprentice to the level of performance established in the National Apprenticeship Standards and coordinated with each State Apprenticeship and Training Standards.
- E. Stationary Engineers Local No. 302, in coordination with the International Union of Operating Engineers, has developed an educational curriculum to provide technical instruction and practical demonstration for the purpose of upgrading and advancing the knowledge and skills of the Journeyman in the trade of the Stationary Engineer.
- F. The Employer, who is a party to this Collective Bargaining Agreement, will cooperate with the Stationary Engineers, Local 302, regarding Journeyman Upgrading, Apprenticeship and Training, Training Trust, as outlined in this Document, and enforce the participation thereof of bargaining unit employees covered under the terms of this Agreement to fulfill their training obligations.
- G. Stationary Engineers Local No. 302 shall strive to promote the mutual benefits and ultimate advantages of the Stationary Engineers Local 302 Journeyman Upgrading, Apprenticeship Training and Training Trust, as outlined in this Document, to the best

interests of the Employer, who is a party to this Collective Bargaining Agreement, and the bargaining unit members covered under the terms of this Agreement.

- H. The Employer retains the right to terminate any apprentice at any time during the training program if the apprentice voluntarily abandons further training or if the apprentice is dropped from the training program by the Joint Apprenticeship Training Committee.
- I. Stationary Engineers Local No. 302. Union of Operating Engineers, has now, and will hereafter, enter into collective bargaining agreements with certain employers requiring payments by the employers into a trust fund for the purpose of providing their employees, who are represented by Stationary Engineers Local Union No. 302, with a journeyman upgrading, apprentice and training program, said trust fund to be known as the "Stationary Engineers Local 302 Journeyman Upgrading, Apprenticeship Training and Training Trust," a joint labor-management trust established in accordance with applicable provisions of the Internal Revenue Code, the Labor-Management Relations Act, and Employees Retirement Income Security Act.
- J. Effective June 1, 1998 (on May 1998 hours) the Employer who is a party to this Collective Bargaining Agreement, agrees to participate in the Western Washington Stationary Engineers Local 302 Journeyman Upgrading, Apprenticeship Training and Training Trust Program. The Employer further agrees to remit the regular established contribution rate, as determined by the Trustees of the Fund.
- K. Effective on the first of the month following the signing of this Agreement, the Employer, who is a party to this Collective Bargaining Agreement, shall contribute \$30.00 per each bargaining unit employee on the payroll of the Employer, who received eighty (80) hours or more compensation in the preceding calendar month, to the Stationary Engineers Local No. 302 Journeyman Upgrading, Apprenticeship Training and Training Trust.
- L. The total amount due for each calendar month shall be remitted in a lump sum to "Stationary Engineers Local No. 302 Journeyman Upgrading, Apprenticeship Training and Training Trust," in care of the depository selected by the Trustees of the fund, not later than ten (10) days after the last business day of such month.
- M. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the Stationary Engineers Local No. 302 Journeyman Upgrading, Apprenticeship Training and Training Trust and by any amendments to said trust agreement heretofore and hereafter adopted.
- N. The Employer and the Union consent to and accept the terms, conditions, and provisions of the written Trust Agreement and as amended, creating said Fund. The Employer and the Union agree that the Trustees named in said Trust Agreement and their successors are and shall be its representatives and the Employer and the Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

SIGNED this 9<sup>th</sup> day of, October, 2019

**PORT OF SEATTLE**

By: 

Stephen P. Metruck  
Executive Director

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302**

By: 

Dane Rawlins  
Field Representative

## ADDENDUM #2

**(A) Notice and Use of Washington State Minimum Required Paid Sick Leave.** Employees must provide reasonable advance notice of an absence from work for the authorized use of paid sick leave to care for his/her self or a family member. If an employee's absence is foreseeable, the employee must provide notice to his/her manager at least ten (10) days, or as early as possible, before the first day paid sick leave is used.

If an employee's absence is unforeseeable, the employee must contact his/her manager as soon as possible.

- If the need for paid sick leave is unforeseeable and arises before the required start of the employee's shift, notice should be provided no later than one (1) hour before the employee's required start time.
- In the event it is not possible to provide notice of an unforeseeable absence, a person, on the employee's behalf, may provide such notice.
- If possible, the notification should include the expected duration of the absence.

Verification may be required if an employee uses paid sick leave for more than three (3) consecutive days.

An Employee must give advance oral or written notice to his/her manager as soon as possible for the foreseeable use of paid sick leave to address issues related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking.

If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking, the employee or a designee must give oral or written notice to the employee's manager no later than the end of the first day that employee takes such leave.

### Authorized Uses of Paid Sick Leave

- An employee's mental or physical illness, injury or health condition;
- Preventive care such as a medical, dental or optical appointments and/or treatment;
- Care of a family member with an illness, injury, health condition and/or preventive care, such as a medical/dental/optical appointment;
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

“Family member” is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse’s parent, grandparent, grandchild or sibling.

## Letter of Understanding

The Parties agree that during the term of this agreement, the following shall apply:

1. In addition to the license renewal fees identified in Articles 8.06 and 8.07 of the CBA, the Port is willing to pay up to thirty-two (32) total additional license renewal fees for the following:

• City of Seattle Refrigeration Mechanic Journeyman	6 Maximum
• City of Seattle Natural Gas Mechanic	2 Maximum
• DOH—Backflow Assembly Tester Certification	8 Maximum
• State-Certified Plumbers License	2 Maximum
• DOH—Cross Connection License	4 Maximum
• DOE—Operator in Training (OIT)	2 Maximum <sup>1</sup>
• NICET Level 1, 2, 3	4 Maximum
• Boiler Licenses (Grade II or higher)	4 Maximum

2. Effective June 1, 2020, the Port will contribute five cents (\$.05) for each hour paid, to a maximum of 2080 hours, towards the IUOE National Training Fund, provided the following conditions apply:
  - a. The Port shall not be subject to any other assessments, fees, and/or penalties beyond the five cents (\$.05) for each hour paid, to a maximum of 2080 hours;
  - b. By participating in the IUOE National Training Fund, there shall be no additional liability to the Port;
  - c. It is legal for the Port to participate;
  - d. The Union provides all of the necessary trust documents to the Port six months prior to February 1, 2020.
3. Employees listed below, previously assigned to the Passenger Loading Bridge (PLB) Workgroup, will be offered shifts that are designed in such a way that the primary work at the start of those shifts is focused towards the passenger load bridges, doors, gates, and conveyor preventative and corrective maintenance. (This shall not apply if the employee signs up for overtime opportunities for non-PLB overtime and holiday work opportunity. BSE and PLB holiday work opportunities will remain status quo for the employees listed below).

Should any of the employees listed below select another shift outside of the current primary work shift design as described above, or take another position, this provision shall no longer apply to that employee.

Mark Tutalo  
James Rabe

---

<sup>1</sup> Beyond those that are assigned to the IWTP



Vladimir Sidorko  
Terry Bachmann  
Kevin Warnett  
Angel Rodriguez  
John Street

4. Effective June 1, 2018, the Baggage System Engineer (BSE) position will be merged into, and compensated at, the Engineer Journeyman rate within the Conveyor Workgroup.

**PORT OF SEATTLE**

By:   
Stephen P. Metruck  
Executive Director

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 302**

By:   
Dane Rawlins  
Field Representative

MEMORANDUM OF UNDERSTANDING  
by and between  
PORT OF SEATTLE  
And  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302  
REPRESENTING OPERATING ENGINEERS

**Re: Public Health Emergency Leave**

This Memorandum of Understanding (MOU), made effective as of the date of signing, is entered into by and between the International Union of Operating Engineers Local No. 302 (Union) and the Port of Seattle (Port), referred to herein as the Parties.


The Parties, signatories to a June 1, 2018 through May 31, 2023 Collective Bargaining Agreement (CBA), hereby agree as follows:

1. In the interest of supporting employees' health and safety, together with maintaining business operations and meeting the needs of Port customers, the Port agrees to provide Public Health Emergency Leave to employees covered by the above referenced collective bargaining agreement.
2. Eligibility, participation and terms of Public Health Emergency Leave shall be as provided to non-represented employees as outlined in Addendum 2 of the Port's Leave Policy for Non-Represented Employees, HR-5 – Public Health Emergency Modifications.
3. The Port has the full discretion to change, and/or modify its Public Health Emergency Leave policy and/or procedure without notice.
4. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control.

This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor collective bargaining agreement between the parties or on May 31, 2023, whichever is sooner.

  
\_\_\_\_\_  
Stephen P. Metruck, Executive Director  
Port of Seattle

3/25/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Union  
Dane Rawlins, Field Representative  
IUOE LOCAL 302

3/19/2020  
\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
by and between  
PORT OF SEATTLE  
and  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302  
REPRESENTING OPERATING ENGINEERS

This Memorandum of Understanding (MOU), made effective as of the date of signing, is entered into by and between the International Union of Operating Engineers Local No. 302 (Union) and the Port of Seattle (Port), referred to herein as the Parties.

The Parties, signatories to a June 1, 2018 through May 31, 2023 Collective Bargaining Agreement (CBA) hereby agree as follows:

1. Journeyman Maintenance Engineer, Terry Bachman, will be laid off, effective February 28, 2021;
2. For the exclusive purposes of supporting Mr. Bachman's ability to maintain health care coverage from Locals 302 and 612 International Union of Operating Engineers Construction Industry Health and Security Trust (Trust), through the use of COBRA, the Port will pay Terry Bachman, Eight Thousand Three Hundred Twenty Two and 00/100 (\$8,322.00), less any applicable taxes and/or other deductions required by law in his final paycheck, dated March 12, 2021, towards offsetting any COBRA payments to the Trust;
3. During the remainder of the 2021 calendar year, each remaining employee in the bargaining unit, shall be scheduled an amount of unpaid furlough days to equate to 26.6 hours;
4. A maximum of two furlough days may be taken per month; requests for specific unpaid furlough days shall be given due consideration; furlough hours may be taken in less than 8 or 10 hour increments provided the request is approved in advance by management and does not create an operational impact. Furlough days are considered unpaid leave and as such, pension, and/or other supplemental benefit contributions, based upon hours worked or compensated, will not be paid or counted during furlough hours. The Port will contribute the entire Healthcare monthly contribution as required by the CBA;
5. Time spent on scheduled furlough hours will be considered as hours compensated for the purposes of vacation and sick leave accruals;
6. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control. The parties agree that the grievance procedure in the CBA may be utilized in the event of a dispute concerning this MOU.

This Memorandum of Understanding is effective upon signing and shall expire on December 31, 2021.



Stephen P. Metruck, Executive Director  
Port of Seattle

3/1/2021

Date



HEath RObinette (Mar 1, 2021 13:54 PST)

Union

3/1/2021

Date\_

MEMORANDUM OF UNDERSTANDING  
by and between  
PORT OF SEATTLE  
and  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302  
REPRESENTING OPERATING ENGINEERS

This Memorandum of Understanding, made effective as of the date of signing, is entered into by and between the International Union of Operating Engineers Local No. 302 representing Operating Engineers in the Aviation Maintenance Department (Union) and the Port of Seattle (Port), referred to herein collectively as Parties.

WHEREAS, the Port's Total Compensation Team recently discovered that eight (8) Operating Engineers have been erroneously making monthly contributions through paycheck deductions towards supplemental life insurance benefits that they are ineligible for since, as far back as, 2009;

WHEREAS, the Port notified the Union of the erroneous contributions on March 9, 2021, and immediately stopped deductions and requested to find a mutually agreeable resolution;

WHEREAS, the Parties met to negotiate the terms of reconciling the erroneous deductions;

THEREFORE, the Parties agree as follows:

The Parties, signatories to a June 1, 2018 through May 31, 2023 Collective Bargaining Agreement (CBA) hereby agree as follows:

1. Erroneous contributions shall be paid out according to the following:

<u>Name</u>	<u>Amount</u>
Philip D. Allan	\$ 3,157.70
Bret A. Baird	\$17,019.80
Timothy M. Thomas	\$ 1,810.71
Tommy E. Stradley	\$ 848.10
Billy Markham	\$ 1,430.35
Scott A. Uglum	\$ 567.50
Ronald A. Voight	\$ 8,380.14
Christopher M. Watson	\$ 5,478.34

2. The Port will make monthly contributions to the Port's basic life insurance for the eight (8) aforementioned employees, after their collective enrollment, for a period of no more than six (6) months;
3. Employees must enroll in the Port's basic life insurance coverage as soon as possible after the execution of this MOU by contacting Total Rewards Manager, Sandra Spellmeyer at [Spellmeyer.S@portseattle.org](mailto:Spellmeyer.S@portseattle.org) or 206-402-8598;
4. The terms of the Port's life insurance coverages shall be not be subject to bargain and the Port retains the exclusive right to change, amend and/or modify the plans at any time;
5. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control. The parties agree that the grievance procedure in the CBA may be utilized in the event of a dispute concerning this MOU.

This Memorandum of Understanding is effective upon signing and shall expire on May 31, 2023.



Stephen P. Metruck, Executive Director  
Port of Seattle

4/21/2021

Date

Heath Robinette  
Heath Robinette (Apr 19, 2021 14:12 PDT)

Union

4/19/2021

Date

MEMORANDUM OF AGREEMENT  
by and between  
PORT OF SEATTLE  
and  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302

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This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Union of Operating Engineers Local No. 302 (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on May 31, 2023; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 5/19/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 13.01 of the CBA to include the following additional holiday:

Juneteenth      The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE



Stephen P. Metruck  
Executive Director  
Port of Seattle

Date: 6/10/2021

FOR THE UNION



Heath Robinette (May 19, 2021 08:19 PDT)

Heath Robinette  
Field Representative  
IUOE Local 302

Date: 5/19/2021



## **PROCLAMATION OF THE PORT OF SEATTLE COMMISSION**

**WHEREAS,** Black lives matter; and

**WHEREAS,** racial oppression is deeply rooted in our nation’s early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

**WHEREAS,** on January 1, 1863, President Lincoln’s Emancipation Proclamation declared “that all persons held as slaves...are, and henceforward shall be free”; and

**WHEREAS,** news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

**WHEREAS,** Juneteenth (June 19<sup>th</sup>) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

**WHEREAS,** in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

**WHEREAS,** the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

**WHEREAS,** the Century Agenda Goal 5 calls for the Port to “Become a Model for Equity, Diversity and Inclusion;” and

**WHEREAS,** in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

**WHEREAS,** the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

**NOW, THEREFORE,** the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17<sup>th</sup> Day of November, 2020.

Port of Seattle Commission

*Peter Steinbrueck*  
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

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*Ryan Calkins*  
Ryan Calkins (Nov 18, 2020 12:59 PST)

*Stephanie L. Bowman*  
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

*Fred Felleman*  
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF UNDERSTANDING  
by and between  
PORT OF SEATTLE  
and  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL NO. 302  
REPRESENTING OPERATING ENGINEERS

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**Re: Port's Vaccine Policy HR-34**

This Memorandum of Understanding, made effective as of the date of signing, is entered into by and between the International Union of Operating Engineers Local No. 302 representing Operating Engineers in the Aviation Maintenance Department (Union) and the Port of Seattle (Port), referred to herein collectively as 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's 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,

WHEREAS, the Parties are signatory to a Collective Bargaining Agreement (CBA) that expires on May 31, 2023,

NOW THEREFORE, the Parties agree as follows:

1. Compliance with the Port's Vaccine Policy, HR-34, is a condition of employment;
2. Employees shall be subject to separation of employment if they do not comply with the Port's Vaccine Policy, HR-34;
3. Employee's are subject to the vaccine validation process stated in HR-34;
4. Employees shall be entitled to request an exemption for accommodation in accordance with the terms of HR-34;
5. 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;



6. Employees shall be entitled to receive the COVID-19 incentive day as described in HR-34 based upon the same terms as non-represented employees;
7. Employees may use up to one shift (for example 8 hours) of their Public Health Emergency Leave (PHEL), if available, if they are unable to work their regular scheduled shift due to side effects of the vaccine within 48 hours of their first or second dose, or a booster shot, should it be required in the future. Employees must contact Human Resources for the time reporting code upon verification;
8. A letter proposing separation of employment will be issued to employees who are not in compliance with HR-34 (i.e., employees who have not: 1. shown proof of being fully vaccinated by November 15, 2021, or 2. received an accommodation for a religious or medical exemption , or 3. shown proof of taking steps to become vaccinated by November 15, 2021, with the intent to become fully vaccinated by December 27, 2021, 2021);
9. Upon request by either party, the parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement as a condition of employment, and bargain the effects in good faith to achieve alignment with the objectives of HR-34;
10. 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.

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

*SPM/EL*

\_\_\_\_\_  
Stephen P. Metruck, Executive Director  
Port of Seattle

10/29/2021

\_\_\_\_\_  
Date

*Heath Robinette*

Heath Robinette (Oct 28, 2021 16:04 PDT)

\_\_\_\_\_  
Heath Robinette  
Field Representative  
IUOE Local 302

10/28/2021

\_\_\_\_\_  
Date

# HR-34 – COVID 19 Vaccine Policy



9/30/2021

Effective October 1, 2021

Original Policy: September 14, 2021, Revised October 1, 2021

## PURPOSE

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. This policy is intended to safeguard the health and well-being of employees and their families, the community, visitors, and others who spend time in our facilities from COVID-19's infectious conditions that can be reduced through an effective employee vaccination requirement program. This policy complies with all state and local laws and is based upon guidance provided by the Centers for Disease Control and Prevention (CDC) and public health and licensing authorities, as applicable.

## SCOPE

This policy applies to all Port of Seattle employees: full-time and part-time, regular and temporary, including limited duration, seasonal, emergency hire, Interns and Veteran's Fellows, and individuals receiving offers of employment in any of these categories. Compliance with the *COVID-19 Vaccination Policy* for employees is achieved when an employee becomes "fully vaccinated." Fully vaccinated means that it has been at least two weeks since the second dose of a two-dose vaccine series (Moderna or Pfizer) or it has been at least two weeks since the single dose vaccine (Johnson and Johnson). Compliance under this policy may require recurrent vaccinations or boosters on an annual or recurrent basis consistent with U.S. Food and Drug Administration labeling and CDC recommendations.

## POLICY

This policy establishes the COVID-19 vaccination as a condition of employment for all current employees. The deadline for an employee's completion of the COVID-19 vaccine and becoming fully vaccinated is November 15, 2021. On or before this date, all employees must either: a) present proof of vaccination as being "fully vaccinated" or b) obtain an approved vaccine exemption through Human Resources Employee Relations with specification of any reasonable accommodation if applicable and available. The process for seeking an accommodation is explained below. Individuals receiving offers of employment will be required to comply with this policy prior to the commencement of employment.

Employees who provide proof of taking steps to become fully vaccinated by November 15, 2021 by receiving at least one dose of a COVID-19 vaccine **and** who state their intent to be fully vaccinated by December 27, 2021 will be permitted to take accrued leave, or if exhausted, leave without pay, until they are fully vaccinated. They must return to work no later than the date they are fully vaccinated or December 27, 2021, whichever is sooner. Employees failing to show proof of being fully vaccinated by December 27, 2021 shall be separated from employment effective December 28, 2021.

Employees who do not fulfill one of the two requirements above or show proof of taking steps to become fully vaccinated by November 15, 2021 will be separated from employment effective November 16, 2021. If an accommodation or religious exemption has been requested but the outcome is pending, the employee will be placed on unpaid leave pending the outcome of the request; employees may not use accrued leave during this time. During this period, employees who receive an accommodation or religious exemption may be authorized to return to work subject to operational needs. If at the end of the unpaid leave period an employee has not completed vaccination or received an exemption, they will be separated from employment effective the day after the determination is made and communicated to the employee.

Individuals receiving offers of employment are required to comply with this policy prior to the commencement of employment by providing either proof of a completed vaccination and being “fully vaccinated” or receipt of Human Resources vaccine exemption approval. Individuals receiving offers of employment from the Port of Seattle who do not comply with this policy prior to the commencement of employment will have their offer of employment rescinded.

## **VACCINE VALIDATION**

To validate vaccinations of current Port of Seattle employees and prospective employees, the following acceptable forms of documentation will include one of the following:

- CDC COVID-19 Vaccination Record Card or photo of the card
- Documentation of vaccination from a health care provider or electronic health record
- State Immunization Information System record
- WA State Certificate of COVID-19 Vaccination from MyIRmobile.com

Human Resources representatives will assess that individuals are “fully vaccinated” by **in-person review and validation** of two administered doses of either the Pfizer or Moderna vaccine, or one administered dose of the Johnson and Johnson vaccine. Once “fully vaccinated” status is verified, Human Resources representatives will document the following:

- Employee Name
- Employee ID Number
- Type of vaccine received (Pfizer, Moderna, or Johnson & Johnson)
- Date of last immunization administration

Records of vaccination verification will be stored within a secure electronic location specified by Information and Communication Technology (ICT). At no time will hard copy, emailed or texted copies of CDC COVID-19 vaccination record cards, medical records, or state immunization information be accepted, stored, or handled by any Port of Seattle employee or representative. Attestations are unacceptable. Vaccine verification information may be subject to public disclosure.

Human Resources representatives will schedule, communicate, and staff vaccination verification sites at Port of Seattle locations (AOB, MM, Pier 69) covering multiple shifts, including nights and weekends to validate immunization records of Port employees. Port

employees are required to travel to one of the established and communicated Port verification sites to validate their vaccination status. Any falsification of vaccine information will subject an employee to disciplinary action up to and including termination of employment.

Employees who are on a continuous approved leave of absence during the staff vaccination verification period between the effective date of this policy and November 1 will have 2 weeks upon their return to arrange an appointment with a human resources representative to have their vaccination status validated. Employees in this situation will not be able to return to the workplace without providing proof of vaccination.

Port of Seattle will assist employees with identifying locations where employees may receive the COVID-19 vaccine. From the effective date of this policy through November 1, 2021, if requested and subject to scheduling requirements of the department, non-represented active employees will receive time off with pay from their scheduled work time for up to 2 hours to obtain a vaccination with supervisory approval if a vaccination time cannot reasonably be scheduled during the employees' non-work hours. No overtime will be paid to non-represented employees as a result of their taking time off to receive a COVID-19 vaccination. Represented employees should refer to their respective collective bargaining agreement.

#### **REQUEST FOR VACCINE EXEMPTION AND ACCOMMODATION**

To assist any employee who has either: (a) an underlying medical condition or disability that contraindicates administration of the COVID-19 vaccine, or (b) an objection based upon a sincerely held religious belief, the Port of Seattle may provide exemption from the vaccination requirement and engage in an interactive process to determine if a reasonable accommodation can be provided so long as it does not create an undue hardship for the Port of Seattle or does not pose a direct threat to the health or safety of others in the workplace and/or to the employee.

To request an exemption from the vaccination requirement for one of the above reasons, employees are required to submit an appropriate completed exemption form to Human Resources. Employees who submit their request with supporting documentation before November 1, 2021 should receive a determination from Human Resources before the November 15, 2021 deadline.

If an exemption or accommodation request is received after the November 1 deadline or a decision has not been made by November 15, 2021, the employee will be placed on leave without pay beginning November 16 pending the outcome of the request.

Employees are encouraged to submit their requests as soon as possible. Employees may request an exemption and seek workplace accommodation without fear of retaliation. After receipt of an employee's request for exemption, Human Resources will review the documentation submitted and, if the request is approved for further processing, will engage in the interactive process with the employee to clarify the nature of the request, determine exemption eligibility, and identify potential reasonable accommodations (with assistance from the employee's supervisor, manager, and/or director). Accommodations may be granted where they do not create an undue hardship for the Port of Seattle and/or do not pose a direct threat to the health and safety of others in the workplace and/or to the employee.

## **VACCINATION INCENTIVE**

To assist with the implementation of this policy, non-represented employees who provide proof of vaccination by November 1, 2021 will be eligible for one COVID-19 vaccination incentive day based on their regular, approved, work schedule not to exceed 10 hours, to be taken in 2022. Use of the COVID-19 incentive day must be scheduled in advance and in the same manner as other time off is scheduled in the employee's work group. The COVID-19 incentive day has no cash value, must be used in 2022, cannot be cashed out, cannot be used after the employees last day worked, and will be forfeited if not used by December 17, 2022, the last day of the 2022 payroll year.

Employees on a continuous approved Leave of Absence during the initial vaccination validation period beginning with the effective date of this policy and ending November 1, 2021 who have their vaccination status validated upon their return from leave, as stated above, will be eligible for the COVID-19 incentive day as long as their vaccination status is validated no later than November 1, 2022. The vaccine incentive day must be used by December 17, 2022 or it will be forfeited.

## **REHIRE ELIGIBILITY**

From November 16, 2021 through November 16, 2022, regular, not temporary, non-represented 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 the position they left if the original position remains available and funded, provided they come into compliance with the vaccine requirement. It is the employee's responsibility to contact a human resources representative to see if this option is available.

## **VACCINE ADVERSE REACTION**

Employees may use up to one shift (e.g, 8 hours) 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.

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For additional information, please contact the Human Resources Department

9/30/2021