

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

PORT OF SEATTLE

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE 160, LOCAL LODGE 289**

(Inventory Specialists)

January 1, 2016 – December 31, 2018

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AGREEMENT

This mutual agreement is made and entered into between the Port of Seattle, a municipal corporation of the State of Washington, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, Local Lodge No. 289. Wage rates shall be effective as indicated in Article 14. Other conditions shall be effective on the date the Agreement is signed or as specified in the provisions of the agreement. This Agreement is made for the purpose of reaching an equitable wage and working agreement between the parties hereto.

ARTICLE 1 - RECOGNITION, SCOPE AND HIRING

The Port recognizes the Union as the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work and other conditions of employment for the employees covered by this Agreement. The work to be performed by the Union shall be the various functions of receipt, storage, delivery of parts, processing and procurement of goods and services in compliance with established levels of authority and with Port policy and procedures, and in accordance with historical jurisdiction, customs and practices. These functions shall be performed in the Aviation Maintenance Department at the Distribution Center (DC) warehouse, or other assigned DC satellite locations.. All present employees covered by this Agreement who are members of the Union as of the date of the execution of this Agreement shall remain members during the life of this Agreement as a condition of continued employment. Present employees who are covered by this Agreement but are not members of the Union at the date of the execution of this Agreement and who elect in the future to become members shall remain members thereafter during the life of this Agreement as a condition of continued employment. All employees hired in classifications covered by this Agreement after the execution of this Agreement shall become members within thirty (30) days following the beginning of their employment and shall remain members during the life of this Agreement as a condition of their continued employment in classifications covered by this Agreement. No employee will be terminated under this subsection if the Port has reasonable grounds for believing:

- (a) that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or
- (b) that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.
- (c) The employee has chosen an alternative to union membership in compliance with RCW 41.56.122.

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

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

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

A seniority employee is defined as one who has been continuously on the payroll of the Port for a period of one hundred eighty (180) calendar days. A probationary employee is one who has not been continuously on the payroll of the Port for a period of one hundred eighty (180) calendar days.

All terms and conditions of this Agreement are applicable to seniority employees and probationary employees except as specifically hereinafter exempted for probationary employees.

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

ARTICLE 2 - MANAGEMENT RIGHTS

Management Rights. Except as otherwise specifically provided in this Agreement, the Company 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:

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 and transfer employees, to periodically review employees performance, to relieve employees from duty due to lack of work, to demote and discipline, to terminate employees for just cause, and to determine training procedures in accordance with policies established or to be established by the Company.

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 Company had prior to the signing of this Agreement are retained by the Company, except for those rights, powers, functions or authority which are specifically abridged or expressly modified by this Agreement. This Section is not subject to grievance process.

It is hereby agreed that any waiver or any breach of 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.

ARTICLE 3 - DISCHARGE OF EMPLOYEES

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

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

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

ARTICLE 4 - SHOP STEWARDS

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

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

ARTICLE 5 - SENIORITY

There shall be one seniority list for the bargaining unit employees. Seniority shall prevail in the reduction and restoration of forces, provided the senior employee is capable of performing work remaining in the DC Warehouse and assigned locations. Seniority shall also prevail in the selection of vacation assignments. Vacation requests that have been approved are final. A vacation request made by a more senior employee cannot reverse an approved vacation of a less senior employee. Seniority shall prevail in the selection of shift assignments when openings occur provided the employee is capable of performing the work.

Seniority for permanent positions shall date from day of hire into the bargaining unit, but no seniority rights shall vest until after a probationary period of one hundred eighty (180) calendar days. At the end of the probationary period, the employee shall be classified as a seniority employee. Probationary employees shall be paid the probationary wage rate listed in appendix A during their probationary period.

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

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

ARTICLE 6 - PAYMENT OF WAGES

The Port will maintain a regular payday. If such regular payday falls on a Saturday, Sunday, or holiday, the employee shall be paid not later than the last regular workday preceding the regular payday. All employees covered by this Agreement shall be paid biweekly. The Port may deviate from this provision with prior approval of the Union. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

ARTICLE 7 - SAFETY AND SANITARY CONDITIONS

Employees shall cooperate with management in the maintenance of a generally well-kept distribution center, and shall wear and properly use all protective equipment provided by the Port.

The Port shall furnish all safety equipment as required except for safety shoes. In addition the Port will provide seasonal clothing for weather as necessary

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

In order to assist with the purchase of the appropriate footwear, the Port shall provide employees a stipend of \$120.00 for the purchase or repair of the ANSI approved footwear each contract year to be paid each January.

All injuries no matter how slight must be reported by the employee to the Lead Supervisor or Manager on the day injury occurs.

In the event of an industrial accident of such nature that does not require an employee to discontinue work but does necessitate further treatment by a doctor at various intervals, the employee shall be compensated at his/her shift rate of pay for all time required for treatments during employee's regular working hours. The employee must make every effort to schedule doctor visits outside of normal working hours or as close to the beginning or end of the employee's regular shift.

Any employee suffering an industrial accident shall be entitled to a full day's pay for the day on which the accident occurs, provided it shall be medically certified by a physician as a disabling accident.

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

ARTICLE 8 - VISIT TO THE ESTABLISHMENT

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

ARTICLE 9 - GRIEVANCE PROCEDURE

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

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

- a) The dispute or grievance shall be taken up by the Shop Steward, the aggrieved employee, and the manager of the department involved. The manager must give his/her answer within five (5) calendar days. If no satisfactory settlement is reached between the Shop Steward and the manager, then
- b) The Shop Steward shall within seven (7) calendar days call in a representative of the Union who shall meet with the authorized Labor Relations representative of the Port and Shop Committee, if any.
- c) If the grievance or dispute involves a dispute concerning the effect, interpretation, application, claim of breach, or violation of this Agreement, and if it cannot be satisfactorily resolved within ten (10) calendar days by the business representative of the Union and the Port or the Port's representative, then either party reserves the right and authority to submit such grievance or dispute to arbitration in the manner herein provided.
- d) However, the grievance or dispute must be submitted to arbitration within thirty (30) calendar days after completion of the grievance procedure in paragraph (c) above.
- e) The aggrieved employee or the Shop Steward shall have the right to call in the Union representative at any step of the grievance or arbitration procedure.

Either party to this Agreement shall be permitted to call employee witnesses at each and every step of the grievance procedure beginning with Step (c); the Port, on

demand, will produce production, payroll, and other records for the purpose of substantiating the contentions or claims of the parties.

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

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

ARTICLE 10 - ARBITRATION

In the event a grievance or dispute is submitted to arbitration, the Union Representative and the Employer or the Employer's representative shall select a single arbitrator mutually acceptable. If they are unable to agree upon an arbitrator, they shall request Federal Mediation and Conciliation Service to appoint a panel of seven (7) arbitrators, and they shall alternately strike names from the list. The last name remaining shall be the arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employer and the employee(s) involved.

The arbitrator shall not have the power or authority to add to, subtract from, or modify the terms of this Agreement.

The arbitrator shall render his decision promptly after the hearing date. The arbitrator's fees and expenses shall be shared equally by the parties.

Any period of time specified herein shall not include time on any Saturday, Sunday, or holiday unless specifically provided otherwise herein.

ARTICLE 11 - SEPARABILITY AND SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 12 - PERSONS PROHIBITED

Only bargaining unit employees shall do work presently being performed, previously performed, or capable of being performed by Union members and within the jurisdiction of the Union provided that such work does not fall within the jurisdiction of Port

employees who are not members of Local #289. All other persons are prohibited from performing such work except as provided below:

- (a) Work that is performed outside of Port-operated facilities, Aviation Maintenance Department at the Distribution Center (DC) warehouse, or other assigned DC satellite locations, referenced in the Recognition Clause.
- (b) Work performed within Port-operated facilities that is of a temporary or an emergency nature, or where demonstrations or instructions are provided. The Port has the right to contract such work within the Port's facility.
- (c) Veteran's fellows performing bargaining unit work through the Port of Seattle Veteran's Fellowship Program for a period of six months or less.

ARTICLE 13 - HOURS OF WORK

Normal Workweek – The normal workweek (forty (40) hours) shall be defined as five (5) consecutive eight (8) hour days (5x8) or four (4) consecutive ten (10) hour days (4x10) within a standard week of Sunday through Saturday, exclusive of the unpaid thirty (30) minute meal period. Employees are guaranteed one weekend day, either a Saturday or a Sunday during two (2) or three (3) day rest period. If the Employer wishes to discontinue the four/ten (4x10) schedule, the Employer agrees to provide the affected employees the maximum notice possible, but not less than a minimum of fourteen (14) calendar days' notice shall be provided prior to resuming five eight (5x8) schedule.

Paid leave shall be paid according to the hours of the employees regularly scheduled workweek.

When work requirements exceed the normal level on a temporary or emergency basis, said work may be performed by a Port contractor on Port operated facilities.

Selection Day: One time per year, in January, the employees will be allowed to select their choice of work schedule and shift by seniority.

ARTICLE 14 - RATES OF PAY

a) Wage Rate Schedule

Wage scale is attached as Appendix A. The employee's base wage rate will be minus the premium, and then premium added for work performed at that higher rate.

b) Classifications and Premiums

Lead Inventory Clerk - all duties and responsibilities of Lead Inventory Clerk are contained in the job analysis.

Working Leads shall receive five percent (5%) premium.

Effective upon ratification, and after a thirty (30) day trial implementation period, with expanded job duties, assigned Working Leads shall be eligible for a ten percent (10%) wage premium. Working Leads so assigned will not continue to be eligible for an additional forklift training premium when performing as a forklift instructor.

Working Leads assignments shall be made at the discretion of the Port.

DC Inventory Specialist

All duties and responsibilities of DC Inventory Specialist are contained in the job analysis.

Forklift Training - During hours of Forklift training the instructor shall be paid a premium of five percent (5%). Working leads who are receiving a 10% wage premium shall not be eligible for this additional forklift premium. Forklift training shall be pre-scheduled and pre-approved by DC Management.

c) Temporary Assignments:

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

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

The employee worked at least thirty (30) days prior to the holiday, sick or vacation leave as an acting or temporary lead and upon return from holiday, sick or vacation leave will resume the acting or temporary lead.

When an employee is assigned to fill in for a non-bargaining unit employee (supervisor), they shall receive a ten percent (10%) premium. This shall apply when the supervisor is sick or on vacation and the employee is filling in for the supervisor.

d) Other Pay Conditions

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

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

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

ARTICLE 15 - ADDITIONAL SHIFTS

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

Day shift	6:00 a.m. to 9:00 a.m.
Second shift	11:00 a.m. to 3:00 p.m.
Third Shift	10:00 p.m. to 12:00 midnight
4/10 First Shift	6:00 a.m. to 9:00 a.m.
4/10 Second Shift	11:00 a.m. to 3:00 p.m.

Employees who work second shift shall be paid a ten percent (10%) premium over the first (day) shift rate. Employees who work third shift shall be paid a fifteen percent (15%) premium over the first (day) shift rate.

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

ARTICLE 16 - CALL-IN TIME

The Port shall guarantee two (2) hours call-in time at double the employee's shift rate of pay for emergency unscheduled call-ins.

ARTICLE 17 - OVERTIME

All overtime shall be pre-approved in writing by the logistics manager or designee. Time and a half ($1\frac{1}{2}x$) shall be paid for all work performed on employee's normal two (2) day or three (3) day rest period between workweeks. All hours compensated over forty (40) hours in one week will be paid for at the rate of time and one-half ($1\frac{1}{2}x$). All hours worked in excess of the regular eight (8) hours in one (1) day up to eleven (11) shall be paid for at the rate of time and one half ($1\frac{1}{2}x$).

For the 4/10 shift all hours in excess of the regular ten (10) hours shall be paid at time and one half ($1\frac{1}{2}x$). For 4/10 shifts, work in excess of thirteen (13) hours shall be paid at double time.

The most senior employee has the right of first refusal for overtime, except for shift extensions related to an ongoing project or assignment. The Port reserves the right when no volunteers are available to assign overtime by reverse seniority and skill. The most junior employee able to complete the work will be required to work the overtime. Employees required to work overtime past their regular shift, unless relieved from work eight (8) hours before starting work on their next regular shift, shall be paid overtime for such shift.

ARTICLE 18 – LEARNING AND DEVELOPMENT

The Port is committed to providing employees learning and development opportunities where possible. Employees interested in pursuing development outside of training specified and directed by management shall work with management to draft an agreed upon development plan.

To provide career development opportunities to bargaining unit employees, the Union and management will continue to support employee participation in the Port's 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 adjustments and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern. It is understood that overtime will not normally be approved while employees are participating in internships.

ARTICLE 19 - LEAVES

Paid leave benefits and leaves without pay shall be provided by the Port to members of this bargaining unit as detailed in Port policy HR-5 Policy and Procedure and HR-5 Leave Addendum, attached as Appendix B. .

ARTICLE 20 - HEALTH AND WELFARE PLAN

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

Employees making contributions which maintain continuity of coverage for one or both types of benefits will be treated as though they have continued to work for purposes of eligibility for Hospital-Surgical-Medical benefits, or for the type of benefit for which continuity of coverage is maintained if it is maintained for only one of the two types of benefits.

a) Medical Insurance:

For October 2016 coverage, in September 2016 (based on August 2016 hours), the Employer shall pay one hundred percent (100%) of the split premiums for Machinist H&W Plan 15 for each employee who is compensated for eighty (80) hours or more for work covered by this Agreement. Premium amounts paid will be according to each employee's dependent / family election, regardless of Union membership. Such employees shall be enrolled in the following benefit plan currently provided by the Machinists Health & Welfare Trust Fund.

The Port agrees to pay one hundred percent (100%) of premiums for Machinist Plan 15 for Plan years 2016-2017 and 2017-2018.

Increases in premiums for Machinist Plan 15 for Plan year 2018-2019 shall be shared on a basis of medical coverage designation as follows:

Employee Only	\$25/month
Employee/Spouse or Child(ren)	\$50/month
Employee/Family	\$75/month

BENEFIT	RATES – AUG 2016*	Plan Year 2017**	Plan Year 2018***
Machinist H&W Plan 15			
Employee	\$588.33	TBD	TBD
Employee/Spouse	\$1323.73	TBD	TBD
Employee/Family	\$1853.24	TBD	TBD
Employee/Child(ren)	\$1117.84	TBD	TBD
Vision Services Plan 1	\$11.81	TBD	TBD

*Port to pay 2016-2017 Plan year rates above, per employee election, for coverage starting the month following execution of the agreement.

**Port to pay increases for following Plan year of 2017-2018.

***Port employee's share, per employee election as listed above, in Plan year 2018-2019.

This Trust Fund maintains a lag month eligibility system. Active employees who are compensated for at least 80 hours during a work month shall be eligible for coverage on the first day of the second month following the work month when contributions are made to the Trust Fund on their behalf. All payments to the Machinists Health and Welfare Trust Fund shall be paid on or before the 20th day of the month following the month of employment.

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

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

Notwithstanding the forgoing provisions, if any employee should be disentitled to any benefits under the Health and Welfare Plan by reason of the Employer's delinquency in the payment of contributions, the Employer shall be liable to such employee in a civil action for the full amount of the benefits which the employee lost, together with reasonable attorney's fees and costs. Acceptance or collection of delinquent contributions by the Board of Trustees shall not absolve the Employer of this liability.

b) Life Insurance:

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

c) Long-term Disability:

On the first of the month following the date of hire or date of hire if hired on the first day of a month, 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.

The Port shall continue to pay the PERS contribution per Port policy.

Deferred Compensation: Effective upon ratification, full-time, eligible employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures or to any other provisions of this Agreement or to negotiation by the Union.

ARTICLE 21 - DENTAL PLAN

The Port shall pay each month (\$174.46 through 9/2016) into the Northwest I.A.M. Benefit Trust Fund the amount necessary to fund Plan "125" for each regular employee who is compensated for eighty (80) hours or more in the preceding month, for the purpose of providing a dental care program for the employees covered by this Agreement. The Port agrees to increase its contribution per employee at the time and in the amount determined necessary by the Trustees of the Plan to maintain the present level of benefits. The details of the program will be determined by the Board of Trustees of the Northwest I.A.M. Benefit Trust Fund in accordance with the Trust Agreement creating the Trust Fund. The Port and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representative the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

- a) The contribution shall be paid to the Trust Fund by the 20th day of the month following the month in which the contributions were earned. The Trust Fund will furnish transmittal forms.
- b) The failure of the Port to make the required contributions may result in a collection action by the Board of Trustees and, in such action; the Port shall be obligated to pay liquidated damages, costs and attorney's fees, as provided in the Trust Agreement
- c) Effective in Plan year 2018-2019, increases to the IAM Plan "125" Dental plan shall be paid by employees through payroll deduction. The Port shall pay 100% of the monthly premium contribution in Plan years 2016-2017 and 2017-2018

ARTICLE 22 – PAYROLL DEDUCTIONS

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

ARTICLE 23 - UNIFORMS

All uniforms or specified wearing apparel necessary in the performance of their work shall be furnished, laundered, or cleaned by the Port at no cost to the employee.

ARTICLE 24 - RELIEF PERIOD

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

ARTICLE 25 - NON-DISCRIMINATION

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

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

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

ARTICLE 26 - NO STRIKES

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

ARTICLE 27 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Port and the Union and no oral statement shall add to or supersede any of its provisions.

The Port and the Union acknowledge that during negotiations, each had the unlimited right and opportunity to make proposals and bring forth past practices related to subjects of collective bargaining. The results of those negotiations are set forth in this Agreement. For the term of this Agreement, the Port and the Union give up their right to oblige the other party to bargaining with respect to any subject discussed in negotiations whether or not specifically referred to or covered in this Agreement.

ARTICLE 28 - DURATION OF AGREEMENT

The provisions of this Agreement shall become effective, January 1, 2016 except as otherwise provided herein, and the term of this Agreement shall continue until December 31, 2018.

The parties agree to begin bargaining a successor collective bargaining agreement no later than November 2018. Upon notice being given, the parties shall enter into negotiations and the period from and after the giving of the notice shall be used for negotiating a new agreement.

DATED this 16th day of September, 2016.

PORT OF SEATTLE

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

BY:


Theodore J. Fick
Chief Executive Officer

BY:


Brandon Hemming
Business Agent

APPENDIX A: WAGE RATES

Sal Plan	Step Description	Eff. Date	New Hourly Rate
PIV	Probationary Rate	Upon implementation	\$ 25.11 (97%)
PIV	DC Inventory Specialist	1/1/16	\$ 25.88 (100%)
PIV	DC Inventory Specialist, Lead	1/1/16 to implementation of Article 14 (b), see below	\$ 27.17
PIV	DC Inventory Specialist, Lead	Upon Implementation Per Article 14 (b)	\$ 28.47

Effective January 1, 2016 employees shall receive the sum of a 1.2% CPI increase and a 1.8% market adjustment.

Upon implementation a sum of \$800 shall be paid as a one-time lump sum to each bargaining unit member on the payroll at the time of implementation.

Effective January 1, 2017, the DC Inventory Specialist rate shall increase by the sum of one hundred percent (100%) of the percentage increase in the CPI-U Seattle/Tacoma/Bremerton October 2015 – October 2016 and 3% (market rate adjustment).

Effective January 1, 2018, the DC Inventory Specialist rate shall increase by the sum of one hundred percent (100%) of the percentage increase in the CPI-U Seattle/Tacoma/Bremerton October 2016 – October 2017 and 2.2% (market rate adjustment).

APPENDIX B: LEAVE BENEFITS

LEAVE POLICY AND PROCEDURE

HR-5 as of 03/01/2016

Original Date (Policy): 11/1/81 Revisions: 7/21/08; 8/17/05; 12/20/98; 2/22/94; 2/4/85; 2/17/84

Original Date (Procedure): 11/1/81 Revisions: 10/31/08; 7/21/08; 8/17/05; 12/20/98; 2/22/94; 2/4/85; 2/17/84

*OK
J. H. K.
3-2-2016*

POLICY STATEMENT:

Plans and programs that enhance and support employees performing their best, as well as their growth and well-being are a key component of the Port's Total Rewards Program. A competitive, consistent, sustainable and comprehensive leave program is an important part of employees' Total Rewards Package.

Providing a leave program is consistent with the Port's Total Rewards philosophy, which states:

- Benefits offerings should provide choices to meet diverse employee needs at different life stages
- The benefit package will provide a level of financial security in the event of unforeseen events
- The port recognizes that work-life balance is important for employees and the organization

PURPOSE:

To describe paid leave programs and authorized periods of time off without pay available to employees subject to this policy. Refer to the Addendum to the HR-5 Leave Policy for details and procedures related to leaves mandated by federal, state or local legislation.

In all cases, compensated leave will be charged and/or paid according to the employee's regular work schedule.

This policy supports:

- Fair and equitable treatment of employees in administering the Leave Program
- The mechanism for timely processing of leave requests

SCOPE:

This policy contains information on the following types of Port Leave:

- Paid Time Off (PTO)
- Extended Illness (EI)
- Holidays
- Bereavement
- Civic Duty

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- Awarded Time
- Shared Leave
- Paid Parental Leave
- Military Leave
- Supplemental Pay during Workers Compensation Time Loss
- Leave Without Pay

I. Eligibility

A. Eligible Employees

Regular and Limited Duration employees regularly scheduled to work 21 or more hours each week are eligible for Port sponsored leave programs with limited exceptions as noted in each section.

B. Ineligible Employees

Temporary employees (Emergency Hire, Veteran Fellow, Interns) and regular employees regularly scheduled to work less than 21 hours each week are ineligible for Port leave programs with limited exceptions as noted in each section.

II. Types of Leave

A. Paid Leave

Leave compensated at the employee's regular pay rate at the time the leave is taken and based on the employee's regular work schedule.

1. Paid Time Off (PTO)

Employees accrue PTO based on their straight time hours paid and length of tenure. Accrued days (as shown below) are based on a Full Time employee working 80 hours per pay period; Part Time employees earn a proportional share of PTO hours. May be used for vacation, appointments, illness, etc.

a) Accrual Rates

- (1) Up to 19.6 days (156.8 hours maximum) may be earned annually between the start of employment and the end of the third year of employment. During this period eligible employees accrue 0.07538 hours per straight-time hour paid.
- (2) Up to 24.6 days (196.8 hours maximum) may be earned annually between the beginning of the fourth year and the end of the seventh year of employment. During this period eligible employees accrue 0.09462 hours per straight-time hour paid.
- (3) Up to 27.1 days (216.8 hours maximum) may be earned annually between the beginning of the eighth year and the end of the 11th year

of employment. During this period eligible employees accrue 0.10423 hours per straight-time hour paid.

- (4) Up to 29.6 days (236.8 hours maximum) may be earned annually between the beginning of the 12th year and the last day of employment. During this period eligible employees accrue 0.11385 hours per straight-time hour paid.
- (5) The CEO may offer modified PTO to newly hired members of the executive team as necessary for attraction purposes.

b) Accumulating and Taking Paid Time Off

All eligible employees shall be allowed and encouraged to take at least two work weeks of PTO each year.

Paid Time Off may be taken up to the available balance, after the employee has completed their probationary period and received approval from the manager. Some Port groups may have a formal time off request process that must be followed before PTO may be used.

c) Maximum Accumulation and Automatic Cash-out

Maximum PTO accumulation for employees is 480 hours. Accruals will cease when this limit is reached and will resume only when the balance is below 480 hours.

(1) Grandfathered Employees Hired Prior to 12/20/1998

PTO balances over the 480 hour limit will be cashed out at the employee's current hourly rate during the first pay period of the payroll year. Subsequent accruals over the limit will be cashed out quarterly at the employee's hourly rate at the time of cash-out.

d) Voluntary Cash-out of PTO Hours While an Active Employee

PTO cash out lump sums are paid at the employee's base hourly rate at the time of the payment and are subject to applicable taxes and deductions taken on earnings (Federal Withholding, FICA, etc.).

(1) Cash-out of PTO hours earned during the upcoming year

This benefit requires an annual advance election to avoid a 10% forfeiture. This process conforms to IRS regulations, there will be no exceptions to this process and elections will not carry over from one calendar year to the next calendar year.

Prior to the last business day in December employees will have the opportunity to submit an irrevocable request for a cash out of PTO hours that will be accrued (earned) in the following year. PTO cash out elections cannot exceed the PTO earned during the year of the payment and the employee must have a minimum of two weeks PTO in their PTO bank as of the last paycheck of December (of the year the request is made) when the request is made.

(2) Cash-out of PTO hours previously accrued

PTO may be cashed out at any time from banked (already accrued/earned) hours as long as the employee has a minimum of two weeks PTO in their PTO bank after the cash-out. These requests will be subject to a 10% forfeiture.

e) Payment of Paid Time Off at Termination

An employee who has successfully completed their probationary period will receive 100% of his or her accrued Paid Time Off balance at the employee's hourly rate at termination.

Employees who have not been terminated for cause have the option of receiving their Paid Time Off hours:

- (1) As a lump sum,
- (2) As service time after the last day worked, or
- (3) As a combination of cash and service time.

If no choice is provided to HR on or before the last day of work, the PTO shall be paid as a lump sum.

Employees who have been terminated for cause will receive a lump sum payment of 100% of their accrued Paid Time Off balance. In these situations, employees are not eligible to use Paid Time Off as service time after their last day worked unless authorization is received from Human Resources Leadership.

Employees who do not complete their probationary period will not be eligible to receive a cash out of their accrued Paid Time Off.

f) Partial Day Absences for Salaried Non-Represented Employees

Salaried employees (those working in exempt jobs) are paid for the work they perform rather than the hours they work. Full time salaried employees are expected to work a 40 hour per week schedule, and may be required to work additional hours to complete their work. While personal appointments should be scheduled outside work hours whenever possible, the Port recognizes this is not always possible. As a result, the Port supports occasional reasonable partial day absences for salaried employees. When a salaried employee requires a partial day absence to take care of personal business, they are not required to charge partial day absences (time away from work) to PTO as long as the absence is 4 hours or less. Managers have discretion in approving partial day absences and these absences must be approved in advance. In the event a salaried employee requires more than 4 hours away from work due to illness or the need to take care of personal business, the hours away from work that exceed 4 hours in one day shall be charged to PTO, as appropriate.

When a salaried employee is away from the office for a full day due to vacation, illness or the need to take care of personal business, hours for the entire day shall be charged to PTO, as appropriate.

2. Extended Illness (EI)

Extended Illness is accrued based on an employee's straight time hours paid. Accrued days as shown below are based on a Full Time employee working 80 hours per pay period; Part Time employees earn a proportional share of hours. Accrued EI may be used for employee or immediate family member illness, injury or disability, see below for further information.

a) Accrual Rates

Eligible employees normally accrue Extended Illness leave at the rate of 0.02308 hours accrued per straight-time hour paid (1.8464 hours per 80 hour pay period or approximately 6 days per year). Extended Illness leave may accumulate with no maximum or limit.

b) Accumulating and Taking Extended Illness Time Off

Extended Illness leave up to the accrued balance may be used after employment of at least 30 days of Port employment.

Extended Illness leave can be used for employee or immediate family member illness, injury or disability. (See the Addendum to the HR-5 Leave Policy for information about use of Extended Illness leave for eligible family members eligible for FMLA and FCA.) Extended Illness leave can also be used for an employee's preventive health care appointments, such as doctor appointments for annual physicals and vision exams, dental cleanings and exams, cancer screenings, and as provided in applicable law.

In the instance of employee illness, injury or disability, Extended Illness leave may be used only after the employee has used the equivalent of two working days of PTO over the course of three consecutive workdays. The first two working days of absence will be charged to Paid Time Off (PTO) accounts. However, Extended Illness leave may be used immediately for:

- in-patient hospitalization;
- medical procedure preparations;
- outpatient surgery;
- workers compensation injuries or illnesses;
- approved Family and Medical Leave Act leave related to a medical condition of an employee or an eligible family member;
- illness, injury or disability of an eligible family member as defined by the Washington Family Care Act;
- bonding with a new child during an approved FMLA period;
- illness, injury or disability of a probationary employee;
- preventive health care appointments;

- or, if PTO is exhausted.

Intermittent leave (with no more than 15 days between absences) due to the same medical condition may be charged to Extended Illness without using the equivalent of two working days of PTO at the start of each subsequent absence.

Employees Leaders may at any time require a physician or health care provider's statement to justify use of Extended Illness leave. A physician's release is required prior to the return to work by an employee who has experienced inpatient hospitalization of any kind that requires an absence from work, or who has suffered an absence longer than two weeks due to illness, surgery, or an accident.

Immediate family, for Extended Illness purposes, is defined as spouse or domestic partner and the parents or children of the employee or their spouse or domestic partner.

For the purpose of the benefits provided by the HR-5 and HR -31, an employee and their domestic partner must complete an Affidavit of Marriage/Domestic Partnership. Refer to HR-31 for more information on the affidavit.

c) Payment of Extended Illness at Termination

Upon termination immediately following five consecutive years of active employment with the Port of Seattle, an eligible employee shall be compensated for 50% of his or her Extended Illness accrued balance at the employee's hourly rate in effect at termination.

d) Partial Day Absences for Salaried Non-Represented Employees

Salaried employees (those working in exempt jobs) are paid for the work they perform rather than the hours they work. Full time salaried employees are expected to work a 40 hour per week schedule, and may be required to work additional hours to complete their work. While personal appointments should be scheduled outside work hours whenever possible, the Port recognizes this is not always possible. As a result, the Port supports occasional reasonable partial day absences for salaried employees. When a salaried employee requires a partial day absence due to illness, they are not required to charge partial day absences (time away from work) to EI as long as the absence is 4 hours or less. Managers have discretion in approving partial day absences and these absences must be approved in advance. In the event a salaried employee requires more than 4 hours away from work due to illness, the hours away from work that exceed 4 hours in one day shall be charged to EI, as appropriate.

When a salaried employee is away from the office for a full day due to illness, hours for the entire day shall be charged to EI, as appropriate.

3. Holidays

The Port of Seattle offers 10 paid holidays each year. These include:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (day after Thanksgiving)
- Christmas
- Port Designated Floating Holiday (generally the day before or after Christmas, determined annually by the calendar and Human Resources)

a) Eligibility

Full time employees, not in an ineligible period (defined below), are eligible to receive holiday pay based on their regular pay rate and regularly scheduled hours.

Part time and on-call employees are eligible to receive holiday pay based on their regular pay rate and a pro-rata share of a full time schedule. When an employee works an irregular schedule (not the same number of hours each pay period), their holiday pay will be based on the average number of hours worked over the two pay periods preceding the holiday.

Unless hired and actively working at least 30 calendar days prior to a holiday, ineligible employees (including but not limited to Intern and Emergency Hire employees) are not eligible for pay on holidays not worked.

b) Employees on Approved Leaves of Absence

Employees on unpaid leave of absence or otherwise receiving Leave Without Pay, are ineligible for holiday pay. However, to the extent that Extended Illness, Paid Time Off or straight time hours are paid during the holiday week for the day immediately preceding and following the holiday, holiday pay does apply.

(1) Employees receiving workers comp time loss benefits should contact the Workers Compensation Program Manager for details on their specific situation.

c) If a holiday falls on Saturday, the Port will observe the holiday on the preceding Friday. If a holiday falls on Sunday, the Port will observe the holiday on the following Monday.

4. Bereavement

Bereavement leave may be granted for the death of family members; defined as the death of an employee's 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 a sibling's spouse, domestic partner or child.

a) Eligibility

Employees who have been continuously employed for at least 30 days and are eligible for PTO/EI benefits are eligible for up to 1 work week of leave per bereavement.

b) Guidelines

Managers have discretion in granting bereavement leave, including how much leave to grant and if it can be taken intermittently. Considerations in granting bereavement leave include: the employee's relationship to the deceased family member, travel to/from services, the employee's involvement in making funeral and/or burial arrangements and involvement in closing out the estate of the deceased family member.

5. Civic Duty

a) Leave for Jury Duty

Eligible (does not include: On-Call, Emergency Hires, Veteran Fellows, or Interns) employees who serve on jury duty shall receive their full, regular Port compensation less any compensation from the court. Employees reimburse the Port for Jury Duty Pay received from the court, excluding mileage and meal reimbursement, by personal check.

Ineligible employees are not prohibited from serving on Jury Duty. They are not, however, paid by the Port and are not required to reimburse the Port for compensation received from the court.

b) Subpoenaed Witness Leave

When an eligible employee is subpoenaed as a witness under circumstances which are determined by Human Resources Leadership to be related to or involve the Port, the same pay conditions listed for jury duty shall apply.

6. Awarded Time

Circumstances may require salaried (exempt, non-represented) employees to work more than 80 hours in a pay period in order to achieve Port objectives. Awarded Time gives managers a way to recognize these commitments and to allow managers to award additional time off for post-probationary employees in recognition of extra hours worked to ensure important goals and deadlines are met or to otherwise accomplish Port objectives. Awarded Time is not

"comp time." It doesn't compensate employees on an hour-for-hour basis for hours worked beyond their regular work schedules. Awarded Time is not intended to extend an employee's regular work schedule on an extended or regular basis.

a) Guidelines for Administering Awarded Time

- (1) Salaried employees are paid for the work they perform and occasionally working up to 8 (10%) additional hours per pay period is to be expected.
- (2) Managers grant Awarded Time in advance and are encouraged to alert their group's time administrator, as well as the employee receiving awarded time. Employees are to record Awarded Time using the appropriate time reporting code.
- (3) Awarded Time is intended to give employees time away from work for rest and rejuvenation following a recent rigorous work period. Therefore, the Awarded Time should normally be awarded to the employee during the same period in which the work was performed and the employee should use the Awarded Time as soon as possible thereafter. In no event shall the employee use Awarded Time more than three months after it is awarded.
- (4) Awarded Time will not be cashed out. Retiring or terminating employees may not use Awarded Time after their last day worked.

7. Shared Leave

a) Definition/Eligibility

The Port of Seattle Shared Leave Program allows employees to support fellow Port employees by donating accrued leave hours to employees who are suffering from a serious illness, injury, or other condition not related to a Workers' Compensation claim and that has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment. This includes the disability portion of a maternity. It may also include time off needed by the employee to care for a child, spouse or domestic partner, parent, or the parent of a spouse or domestic partner who is suffering from a serious illness, injury, or other medical condition. Non-Represented employees are eligible to participate in the Shared Leave Program if they are eligible for the Port's PTO/EI plans. Represented employees are eligible if Shared Leave is a stated benefit in their CBA.

b) Guidelines

Requests for Shared Leave will be generated by Human Resources in consultation with the employee and/or his or her work unit and leadership. Shared Leave hours are donated to address a specific medical condition for a specific employee. Shared Leave hours which are no longer needed will be returned to the donors' accrued leave balances on a pro-rata basis as determined by HR procedures (see the Total Rewards Program Guide).

Shared Leave hours may not be "banked" or used for reasons other than the situation they were donated for. Shared Leave hours are not payable to an employee's estate and cannot be cashed out.

An employee may donate any amount of Paid Time Off or Extended Illness hours, provided the employee retains a minimum balance of two work weeks of combined PTO and/or EI accruals for his or her own use. However, it is not the intention of the Shared Leave program to allow employees who have announced their plans to leave the Port to donate their unused EI upon their termination. Donations of PTO and/or EI are not tax-deductible for the donor.

Shared Leave will be paid at the recipient's own base pay rate. For example, a recipient who earns \$20 per hour and receives 4 hours of PTO from a donor who earns \$15 per hour will be eligible to use the 4 hours of donated PTO at \$20 per hour.

Employees will accrue Paid Time Off and Extended Illness hours on Shared Leave hours paid. Shared Leave hours paid will be reported as taxable income on the recipient's Form W-2. Shared Leave must be recorded on time logs using the appropriate time reporting code. It is the responsibility of the receiving employee, or their designee, to coordinate with the Total Rewards staff in Human Resources to track the employee's available Shared Leave balance. Shared Leave received is not subject to PERS or LEOFF contributions, and service credit for pension calculations will not accrue on Shared Leave hours.

8. Paid Parental Leave

Paid Parental Leave provides up to four weeks of paid time off to be taken in one consecutive block of time following a qualifying event (the birth, placement for adoption, or foster care placement of a child). The four weeks of Paid Parental Leave must be completed by the end of the 12th calendar month following the birth or placement. Paid Parental Leave will be paid based on the employee's regular straight-time pay at the time of the birth or placement. The intent of Paid Parental Leave is to allow new parents important time for bonding and is in addition to any accumulated Paid Time Off or Extended Illness the employee may choose to use.

a) Details

- (1)** Employees must successfully complete their Probationary Period with the Port and have a qualifying event, births or placements for adoption or foster care on or after January 1, 2016.
- (2)** Paid Parental Leave is limited to one 4 week period every 12 calendar months beginning with the qualifying event.
- (3)** Paid Parental Leave can only be used once the child has been placed in the home and may not be used for the preparation stages of adoption or foster placement.

b) Guidelines for Administering Paid Parental Leave

If a single qualifying event applies to 2 eligible Port employees, both employees are eligible for Paid Parental Leave. The employees are not required to use the Paid Parental Leave at the same time, however both must use the time within the same eligibility time period.

Employees must submit a Paid Parental Leave Request form to Human Resources prior to using Paid Parental Leave.

Once an employee begins Paid Parental Leave, eligibility for Shared Leave ends.

Employees are responsible for payment of any premiums owed for insurance coverage provided during the leave period.

- c) The Port reserves the right to recover the value of the Paid Parental Leave from the employee if the employee fails to return to work following his or her leave of absence.

9. Military Leave

With appropriate military orders, employees called for active training duty in the military (including weekend reserve drills for employees who normally work weekends) shall be allowed up to 21 working days of Paid Military Leave each Federal fiscal year (October through September) as provided in and limited by RCW 38.4.060.

Compensation during the period of such a leave shall not exceed that which would be required to cover the number of hours regularly scheduled. For absences that exceed 21 working days, employees may use PTO, and Leave Without Pay shall be allowed at the employee's request.

In some situations, Port Supplemental Military Pay is available after the 21 days of paid military leave are exhausted to make up the difference between an employee's Port base pay and their military pay. Supplemental pay is available when an employee's guard or reserve unit is activated as a result of a Presidential Order or of a declared state of emergency at the State or National level.

In all cases, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides the minimum definition of benefits guaranteed to employees called for active duty

10. Supplemental Pay During Periods of Workers Compensation Time Loss

An employee may use Extended Illness leave during approved workers' compensation time-loss periods to supplement time-loss payments. Extended Illness supplements will be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate when possible. When Extended Illness leave is exhausted, Paid Time Off leave may be used in the same manner as described for Extended Illness leave to bring total pay up to the normal bi-

weekly pay when possible. Employees may not use Extended Illness or Paid Time Off leave that exceeds supplementing their regular straight-time pay (the difference between their Temporary Total Disability (TTD) benefits, Loss of Earning Power (LOEP) benefits and regular straight-time pay).

B. Unpaid Leave

1. **All Paid Time Off or Extended Illness must be exhausted prior to the use of unpaid leave.** Unless LWOP is requested in conjunction with Paid Time Off, requests for LWOP may not be approved until all appropriate paid leave balances are exhausted. If the leave is for personal reasons, all Paid Time Off must be exhausted. If the leave is due to a medical condition, all Extended Illness, and Paid Time Off leave must be exhausted. Exception: if the leave is due to extended Military Leave the employee may use LWOP regardless of PTO availability.

2. **Leave Without Pay**

When an employee requests leave without pay in conjunction with any other leave, the requests should be combined so the employee's manager may assess the consequences of the entire period of time off being requested.

If LWOP is requested in conjunction with Paid Time Off, compensation may be arranged to be paid over the entire leave period at a reduced amount or schedule. This arrangement requires advance notice and a Request for Personnel Action form to advise Human Resources and Payroll of the change in schedule.

Exception: suspensions or unpaid time for disciplinary reasons will result in LWOP while an employee still has payable leave balances.

If no, or an insufficient amount of, Paid Time Off is used to satisfy benefit eligibility requirements in conjunction with the LWOP, all healthcare insurance coverages will end the last day of the month in which the LWOP begins, unless the LWOP is related to a medical disability, or unless the employee is in their ACA stability period. In these situations each case will be addressed individually and based on the specific situation by Human Resources. The employee may elect to self-pay for insurance coverage(s) in accordance with the provisions of the applicable insurance contract and the Consolidated Omnibus and Reconciliation Act of 1985 (COBRA).

Approval of a leave under the conditions and limits stated in this section provides for the employee's right to reinstatement in the same position and pay held before the leave. However, if a reduction in force should occur during a period of leave, the returning employee would be subject to the action which would have taken place if the employee had remained at work. Refer to HR-10 Policy for Reductions in Work Force of Non-represented Employees. Refer to HR-06 for disability related Leave Without Pay.

- a) **Personal Leave Without Pay**

A department director within the conditions and limits indicated within this policy may authorize a Personal Leave Without Pay.

A Personal Leave Without Pay is a request for time off work without pay for non-military or non-medical reasons will be considered a request for personal leave without pay. Approval of personal leave is not automatic. Port management considers leaves extending beyond an employee's accrued Paid Time Off as a special consideration to be granted only after careful evaluation. A request for personal leave without pay should be made only when an employee intends to return to work for the Port following such leave. Each request for personal leave will be considered on its own merits, and the factors to be considered by the department director shall include:

- The purpose and length of the requested leave
- The effects of the requested leave on the operational efficiency of the department
- The employee's length of service

A personal leave without pay where there is mutual benefit for the Port and the employee would receive greater priority, than a request with limited or no benefit to the Port. After such an evaluation, a manager who is willing to accommodate the employee's request may authorize up to a six week Personal LWOP if the employee's performance and attendance are satisfactory. Leave in excess of 6 weeks shall only be granted upon the recommendation of the employee's manager and with the approval of Human Resources.

(1) Personal Leave Without Pay Exceeding Maximum Time

Personal unpaid leave in excess of six weeks are administered by the employee's manager, with the approval of Human Resources Leadership. The decision of Human Resources Leadership shall be based upon the special circumstances of the case, including tenure, the employee's performance record, and the mutual benefit to the Port and the employee.

(2) Personal Leave Without Pay During Probationary Period

Personal leave without pay is generally not available to employees who have not completed their probationary period. If an authorized (personal) leave without pay is in excess of two weeks, the employee's probationary period shall be extended by the time period in excess of two weeks.

Approval of the Leave Without Pay shall be made at the discretion of the employee's manager, after consultation with Human Resources. In no case shall Personal Leave Without Pay in excess of 6 weeks be approved for employees who have not completed their probationary period.

In some circumstances (like negotiated time off when hired) personal leave without pay, typically of two weeks or less, may be granted at the discretion of the employee's manager.

(3) Procedures Required for Administering Personal Leave Without Pay

(a) Before Leave Without Pay is Granted

A written request for leave without pay shall be made as early as possible by the employee. If the employee is unable to submit a written request due to extenuating circumstances beyond the control of the employee (e.g., illness or injury), the leave request may be initiated by the employee's manager and submitted to Human Resources Leadership before the end of four weeks of continuous absence.

(b) During a Leave Without Pay Extending Beyond 30 Calendar Days

A personnel action form shall be submitted by the employee's department for any leave without pay that will extend beyond 30 days and FMLA has been exhausted or was not requested.

Any employee seeking or requiring an unpaid leave of more than 30 days should check prospectively with the Total Rewards staff regarding continuance of insurance coverage. It may be necessary for the employee to pay for part or all of the premiums for insurance benefits he or she wishes to continue without interruption. The Port's premiums for any insurance benefits the employee waives during a period of leave without pay will be paid by the Port beginning the first day of the month following return from such approved leave. The employee is responsible for paying his or her share of the premium, if any. If the employee returns on the first working day of a month, Port-paid insurances will resume the first of that month. When an employee elects not to pay the premiums for one or all insurance benefits, a signed statement from the employee is required stating which coverages are not desired during the leave. The employee makes this decision at the time the leave is being arranged.

(c) When Leave Without Pay is Completed

When the employee returns to work within the agreed upon time allowance, a personnel action form is submitted, by the employee's department, placing that employee back on active employment status if the employee's leave was greater than 30 days.

Barring an unforeseen circumstance, if an employee does not return within the agreed time and does not notify the Port of the reason nor request an extension, a termination personnel action form shall be prepared by the employee's department following final

communication with the employee and concurrence between the employee's manager and Human Resources Leadership.

b) Special Considerations

(a) Service Credit

Retirement system service credits are not earned while an employee is on leave without pay since the State of Washington Department of Retirement Systems awards service credit only for months in which direct payroll compensation is received.

(b) Affordable Care Act Implications

Leaves without pay, unless in conjunction with an approved medical leave or disability, do not count toward hours worked in determining eligibility for medical benefits based on the Affordable Care Act hours requirement. Variable hour employees may lose eligibility for medical benefits the following year based on the amount of LWOP they take and the hours they work during the measurement period.

If employees are in their stability period (as defined in HR-31) after qualifying for coverage based on the Affordable Care Act, taking LWOP does not affect their current medical benefit eligibility; however, the employee will need to decide how the employee premium contribution will be paid.

III. Responsibility

Human Resources is responsible for updating, coordinating and monitoring policies and procedures for the leave program, and limitations thereto.

IV. Comments

Additional information related to this policy may be available in:

- HR-5 Addendum
- HR-6 Disability Case Management Procedure
- HR-25 Employee Attendance Procedure
- HR-31 Employee Benefits
- Total Rewards Program Guide
- Holiday Pay Guide

Questions on any aspects of the Leave Program including Workers Compensation claims or Reasonable Accommodations should be directed to Human Resources staff or the Legal Department.

LEAVE ADDENDUM

HR-5 as of 04/21/2016

Original Date: 8/5/93 Revisions: 10/31/08; 8/17/05; 12/20/98; 12/22/96; 2/22/94

ADDENDUM STATEMENT:

This Addendum to the HR-5 Leave Policy applies to both non-represented and represented employees of the Port. The Salary & Benefit Resolution definitions and provisions will apply only to all non-represented employees. Collective Bargaining Agreement definitions and provisions will apply to all represented employees.

PURPOSE:

The purpose of the Addendum is to provide information about leave periods mandated by state and federal law, including:

1. Family and Medical Leave Act (FMLA)
2. Washington State Family Care Act (FCA)
3. Washington State Family Leave Act (WFLA)
4. Washington State Law Against Discrimination (WLAD)
5. Washington State Domestic Violence Leave
6. Military Leave
7. Washington State Military Family Leave Act
8. Civic Duty Leave (Jury Duty)
9. Faith or Conscience Days (FCD)

For information about administration of the above programs, see the Total Rewards Program Guide.

Unless noted otherwise: When employees return to work from one of the leave programs within this addendum, the Port of Seattle will restore the employee to the same job, or a similar job with similar pay, benefits and other conditions of employment if the job and/or terms and conditions of such job remain available. The Port will continue the employee's health insurance under the same terms and conditions as if the employee had not taken leave, and the employee is responsible for payment of any premiums owed for insurance coverage provided during the leave period.

1. Family and Medical Leave Act (FMLA)

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The FMLA provides eligible employees the right to take unpaid (or substitute accrued paid) leave for child bonding purposes, for medical reasons related to the employee or eligible family members, as well as certain qualifying military situations. The Port will continue its policy of requiring employees to exhaust appropriate paid leave before Leave Without Pay is authorized.

a. Eligibility Requirements

The Port adopts the eligibility provisions of the FMLA, which are subject to change by enacted legislation and will be incorporated without the need to amend this Addendum.

An employee is eligible for FMLA leave if he/she has:

- (a) been employed by the Port for at least 12 months (months do not need to be consecutive); and
- (b) worked for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Collective Bargaining Agreements (CBAs) will prevail for represented employees. If a CBA does not define "eligible employee," the FMLA's definition will apply.

Employees ineligible for FMLA leave may still be eligible for leaves under other provisions of the HR-5 Leave Policy guidelines or relevant union contract.

The Port may designate leave to be FMLA leave, even without the employee's request, if the circumstances clearly indicate that FMLA leave is justified.

For more information about FMLA, please contact Claudia Kay, Cynthia Alvarez or Matthew Bullock in HR.

2. Washington State Family Care Act (FCA)

The FCA entitles an eligible employee to take job protected leave for care of eligible family members while using his/her choice of accrued paid leave.

a. Eligibility

Employees are eligible to use FCA leave if he or she has accrued paid leave available for use and has met any applicable waiting period for use of such paid leave.

3. Washington State Family Leave Act (WFLA)

The WFLA is superseded by the federal FMLA where the provisions are similar. In most cases, the WFLA runs concurrent with the federal FMLA. WFLA can be used for bonding with a child or by an employee who exhausts his/her federal FMLA due to a qualifying exigency leave for a military service member for reasons not covered under the WFLA.

a. Eligibility

- i. The Port uses the eligibility provisions of the FMLA regulations, which are subject to change by enacted legislation and will be incorporated without the need to amend this Addendum, to determine WFLA eligibility.
- ii. An employee is eligible if he/she has:
 - 1. Been employed by the Port for at least 12 months (months do not need to be consecutive); and
 - 2. Worked for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.
- iii. Collective Bargaining Agreement definitions will prevail for represented employees. If a contract does not define "eligible employee," the FMLA's definition will apply.

4. Washington State Law Against Discrimination (WLAD)

The Washington State Law Against Discrimination (WLAD) entitles employees to take unpaid job-protected leave for pregnancy related condition, both pre- and post-childbirth. This leave runs concurrent with FMLA leave, unless FMLA leave has been exhausted, but WLAD does not run concurrent with WFLA leave. The Port will continue its policy of requiring employees to exhaust appropriate paid leave before Leave Without Pay is authorized.

a. Eligibility

Employees are eligible to request WLAD leave beginning with the date of hire if a disability exists related to pre- or post-childbirth that has a limiting effect on the employee's ability to perform job duties.

5. Washington State Domestic Violence Leave

The Washington State Domestic Violence Leave law allows victims of domestic violence, sexual assault or stalking to take reasonable intermittent job-protected leave from work on a paid or unpaid basis. The Port will continue its policy of requiring employees to exhaust appropriate paid leave before Leave Without Pay is authorized.

a. Eligibility

Any Port employee is eligible for leave beginning with the date of hire.

6. Military Leave

With appropriate military orders, employees called for active duty in the military (including active duty for training and weekend reserve drills for employees who normally work weekends) shall be allowed up to 21 working days of Paid Military Leave each Federal fiscal year (October through September) as provided in and

limited by RCW 38.40.060. Any amount of hours used equals one day and is counted against the 21 days

Compensation during the period of such a leave shall not exceed that which would be required to cover the number of hours regularly scheduled. For absences that exceed 21 working days, employees may use PTO, and Leave Without Pay shall be allowed at the employee's request.

In some situations, Port Supplemental Military Pay is available after the 21 days of paid military leave are exhausted to make up the difference between an employee's Port base pay and their military pay. Supplemental pay is available when an employee's guard or reserve unit is activated as a result of a Presidential Order or a declared state of emergency at the State or National level.

For information on Port Supplemental Military Pay, please reference HR-5, Leave Policy.

In all cases, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides the minimum definition of benefits guaranteed to employees called for active duty.

Employees shall provide a copy of military orders upon request.

a. Eligibility

Military leave is available to an officer or employee of the Port who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States beginning with the date of hire.

7. Washington State Military Family Leave Act

The Washington State Military Family Leave Act provides up to 15 days of unpaid leave for an employee whose spouse or domestic partner is a member of the United States armed forces, National Guard or reserves and has been called to active duty or is on leave from active duty deployment, during times of military conflict declared by the President or Congress.

a. Eligibility

Any Port employee, regularly scheduled to work at least 20 hours per week, is eligible for leave beginning with the date of hire.

8. Civic Duty Leave (Jury Duty)

Employees are entitled under Washington State law to serve as a juror when a summons is received. An employee shall not be deprived of or denied promotional opportunities because the employee receives a summons, responds to the summons, serves as a juror, or attends court for prospective jury service.

a. Eligibility

Any Port employee is eligible for leave beginning with the date of hire.

b. Supplemental Pay

In addition to time off, the Port chooses to provide full regular compensation to eligible employees. Please see HR 5 – Leave Policy for more information regarding Supplemental Pay.

9. Faith or Conscience Days (FCD)

Employees are entitled, under Washington state law, up to two unpaid holidays per calendar year for religious holidays, services and other activities organized by a religious organization which do not coincide with state legal holidays or those acknowledged by the Port of Seattle. The law also applies to employees who desire time off for reasons of conscience, thus covering employees who do not belong to organized religions.

a. Eligibility

Any Port employee is eligible for leave beginning with the date of hire.

For further information contact Claudia Kay or Tammy Woodard.

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

THIS LETTER OF UNDERSTANDING is supplemental to the Agreement by and between the Port of Seattle, hereinafter referred to as the "Employer" and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 160, Local Lodge 289 representing the Inventory Specialists, hereinafter referred to as "Union".

This Letter of Understanding will confirm the Employer and the Union agreed to the following during negotiations:

ARTICLE 14 - RATES OF PAY

- A. In order to maintain his significantly higher hourly rate of \$28.67, Victor Palanca shall cover or assist with supervisory duties as needed without an additional premium.
- B. This Memorandum of Understanding shall sunset at the end of the current contract.

DATED this 16th day of September, 2016.

PORT OF SEATTLE

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

BY: Theodore J. Fick
Theodore J. Fick
Chief Executive Officer

BY: Brandon Hemming
Brandon Hemming
Business Agent

