

**COLLECTIVE BARGAINING AGREEMENT**

**BY**

**AND**

**BETWEEN**

**THE PORT OF SEATTLE**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 46**

**REPRESENTING UTILITY WORKERS**

**June 1, 2012—May 31, 2017**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE PORT OF SEATTLE AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46  
REPRESENTING UTILITY WORKERS**

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The purpose of this Agreement, made and entered into by and between Local Union No. 46, International Brotherhood of Electrical Workers (hereinafter referred to as "the Union"), and the Port of Seattle (hereinafter referred to as "the Port"), is to establish and clarify conditions, wages, and benefits for Utility Workers at the Port. These articles constitute a maintenance agreement, the terms of which have been negotiated in good faith between the Port and the Union. This Agreement shall be subject to approval by the Commissioners of the Port of Seattle.

The scope and classification of work to be performed by employees covered under this Agreement shall include:

Lighting replacement at the Seattle Tacoma International Airport or Seaport, including cleaning of all types of lighting fixtures, lenses, and diffusers in luminous ceilings and all types of diffused ceiling or area lighting installations; and the replacement of lamps, tubes, diffusers, lenses, and similar equipment. Other work will include the reading of electrical meters and material handling. Utility Workers may also be responsible for audio/visual duties (setup of podiums, screens, LCD projectors, and TV/VCR combination units) as well as assisting Electricians in all duties not requiring an electrical license or traditionally performed by electrical apprentices.

#### **ARTICLE 1: PURPOSE**

The purpose of this Agreement is to promote the continued improvement of the relationship between the Port and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

#### **ARTICLE 2: NON-DISCRIMINATION**

The Port and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, veteran status, or physical, mental or sensory disability.

#### **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

**3.1     Recognition** – The Port recognizes the Union as the exclusive bargaining representative of all employees whose job classifications are in the work units listed in this Agreement.

**3.2     Dues and Fees**

**Section 1.**     All present employees 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. All current employees who are not members of the Union shall become members of the IBEW Local 46 within thirty (30) days after the signing of this Agreement and shall remain members during the life of this agreement as a condition of their continued employment. All employees hired hereafter shall become members of the Union 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. No employee will be terminated under this Article if the Port has reasonable grounds for believing:

- (a) That membership was not available to the employee on the same terms and conditions generally applicable to other members, or
- (b) That membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

**Section 2.** The Port shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request to the Port's Director of Labor Relations from the Union. Prior to sending a written request for termination to the Port, the Union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

- 3.3 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 and initiation fees as certified by the Union and will transmit the amount to the Union.
- 3.4 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.
- 3.5 Hiring Procedure** - The Port is a public employer subject to the requirements of Chapter 53.18 RCW and Chapter 41.56 RCW regarding employment relations, collective bargaining, and ability to hire personnel. In accordance with Chapter 53.18.060 the parties agree that this labor agreement does not restrict the right of the Port in its discretion to secure its employees from the local community, according to the Port's internal hiring procedures. All new employees hired in this manner are subject to the terms and conditions of this Agreement.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.1 General** - 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.
- 4.2 Rights Enumerated** - Unless modified by this Agreement, the Port shall have the right to determine staffing levels and work locations; determine any given employee's job classification consistent with this Agreement; recruit, examine, hire, appoint, promote, demote, train, transfer, assign, layoff, and discipline and discharge seniority employees for just cause; direct and assign the work; develop and modify classification specifications consistent with this Agreement; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes and personnel by which work is performed; establish rules; secure its seniority and limited



duration employees from the local community, specify certain employees as seniority employees, subcontract work as allowed by this agreement, allow tenants and leaseholders doing business with the Port to do the work covered by this agreement on their leased premises only, and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work unit.

Due to the unique nature of the operations of the Port, the demands for skilled Utility Workers are highly variable in specific skills and equipment, numbers of crew and required response time. The parties have negotiated in good faith on the subject of subcontracting, with the interest of the Union being maintaining job security and the interest of the Port being the ability to adapt to the ever changing maintenance requirements of the complex systems maintained by the Port as well as public statutes and policies regarding purchasing of goods and services as a public entity. To this end the parties have recognized the difficulty of adopting specific language limiting the right of the Port to subcontract, if the need arises, work traditionally performed by employees covered by this Agreement. No employee working under this Agreement shall be laid off, transferred, or suffer loss of regular work hours due to subcontracting or transferring of the work performed under this Agreement. Limited Duration Employees may be terminated without just cause and without recourse to the grievance procedure regarding termination.

## **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

### **5.1 Rates of Pay**

Effective upon execution each employee shall be paid, as soon as practical, a one time lump sum payment of \$750.00

Effective June 1, 2012                      \$22.77

Effective June 1, 2013                      50% CPI Increase CPI-W Seattle-Tacoma-Bremerton Index  
average from December 2011 to December 2012 (0% min – 6 % max)

Effective June 1, 2014                      80% CPI Increase CPI-W Seattle-Tacoma-Bremerton Index  
average from December 2012 to December 2013 (0% min – 6 % max)

Effective June 1, 2015                      100% CPI Increase CPI-W Seattle-Tacoma-Bremerton  
Index average from December 2013 to December 2014 (0% min – 6 % max)

Effective June 1, 2016                      100% CPI Increase Seattle-Tacoma-Bremerton Index CPI-  
W average from December 2014 to December 2015 (0% min – 6 % max)

**Foreman** - The Foreman's differential shall be ten percent (10%) above the Utility Worker's rate.

**High Time** – The High Time differential shall be ten percent (10%) above the Utility Worker's rate. (See Section 6.11).

## **5.2 Definitions**

**5.2.1 Division** – This Agreement applies to those two divisions of the Port of Seattle known as Seaport Division and Aviation Division.

**5.2.2 Seniority Employee** - A seniority employee is an employee employed by the Port who has worked in the bargaining unit at least 1,560 hours in a twelve (12) month continuous period of time. Once an employee attains seniority employee status, seniority shall be retroactive to their date of hire in the classification.

**5.2.3 Limited Duration Employee** - A Limited Duration Employee (LDE) is an employee employed by the Port who has not worked in the bargaining unit at least 1,560 hours in a twelve (12) month continuous period of time. Limited duration employees are at will and do not accrue seniority. A Limited Duration Employee is eligible to take vacation, sick leave and other approved leave after six months of service.

## **ARTICLE 6: HOURS OF WORK & OVERTIME**

**6.1 Standard Five-Eight (5x8) Work Schedule** – The standard workweek shall be five (5) consecutive days Monday through Friday on the basis of eight (8) consecutive hours per day, or by mutual agreement four (4) consecutive ten (10) hour days (4x10) within the standard workweek, exclusive of the unpaid thirty (30) minute meal period.

### **6.2 Shifts and Shift Differentials**

**First Shift** - An employee assigned to work on a shift beginning between the hours of 6:00 A.M. and 8:00 A.M. will be considered to be on first shift.

**Second Shift** - An employee assigned to work on a shift beginning between the hours of 2:00 P.M. and 5:00 P.M. will be considered to be on second shift. The pay rate for an employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An employee who is regularly assigned to the second shift will have all compensable time paid at the higher rate of pay.

**Third Shift** - An employee assigned to work on a shift beginning between the hours of 10:00 P.M. and 1:00 A.M. will be considered to be on third shift. The pay rate for an employee assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An employee who is regularly assigned to the third shift will have all compensable time paid at the higher rate of pay.

**6.3 Overtime During the Regular Workweek** – All work performed outside of the regularly scheduled working hours shall be considered overtime. During the regular five-eight (5x8) workweek, the first two (2) hours of overtime shall be at one and one-half (1 ½) times the regular shift rate. All other work performed outside the regularly scheduled working hours and after ten (10) hours on a four-ten (4x10) schedule shall be paid at double the shift rate.

- 6.4 **Meal Periods During Overtime** – When employees are required to work more than three (3) hours of overtime beyond their established shift, the employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. The paid meal period shall be scheduled by the Employer.
- 6.5 **Weekend Overtime** – All work performed on the employee's normally scheduled weekend days off shall be considered overtime.
- 6.5.1 **Time and One-Half Overtime (1.5x) Rates** – During the first eight (8) hours of work on the employee's normally scheduled first weekend day off, all work performed shall be paid at one and one-half (1.5x) the employee's regular shift rate of pay.
- 6.5.2 **Double Time (2x) Overtime Rates** – All other overtime during the employee's normally scheduled weekend, beyond the hours specified in Section 6.4.1 shall be paid at double (2x) the employee's regular shift rate of pay.
- 6.6 **Scheduled Overtime Work** – Scheduled overtime work will be offered to seniority employees prior to all other employees on the same shift except in those instances where seniority employees are not readily available. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the division in which the overtime will be worked. When limited duration employees are used as part of a crew involved in a specific work task, they will be allowed to work the overtime that is involved with that specific work task.
- 6.7 **Unscheduled Emergency Overtime Work** – In the event of unscheduled emergency overtime work, work management is not aware of in advance, management may offer overtime to whoever is most available. However, when possible, management will make a good faith attempt to offer this overtime to seniority employees, who are in the same division in which the overtime will be worked, prior to limited duration employees.
- 6.8 **Overtime Authorization** – All overtime will be authorized in advance by the manager/designee in writing, except in emergencies.
- 6.9 **Callout Premium** – A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently requested to report back to work prior to his/her normally scheduled shift. A minimum of four (4) hours at the double time (2X) rate will be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the double time rate.
- 6.10 **Off-Duty Time** – There must be at least eight (8) hours of off-duty time for any worker who moves to a different shift or who works overtime before or after a shift. When workers are not given eight hours off before starting work again, double the shift time rate shall apply to all hours worked.
- 6.11 **High Time** – When working on lift equipment or scaffolding in the Gina Marie Lindsay Hall, Central Terminal, or the North Esplanade areas, Utility Workers shall receive a premium of 10 % per hour based on the regular day shift rate. Additional areas comparable in height will be added at Management's discretion.

- 6.12 **Changes to Shift** – Changes to work schedules will require one (1) week notice to affected employees. If the employer does not meet notification requirements, the employee will be paid at the higher shift rate until the notification requirement is met.
- 6.13 **Snow Event** - In the case of a snow event, the utility crew working snow duty waives the right for a one week notice prior to a shift change. Their work schedule will shift to coincide with their snow duty shift for the remainder of the week, allowing for a minimum of five work shifts during that week. For example, an employee normally works day shift but is called to snow duty for Wednesday night. Assuming they were released from snow duty after only one shift, they would complete their week by working Thursday night and Friday night, for a total of five shifts. The overtime language contained in this Agreement applies to this section. If snow duty continues beyond one day, each snow duty shift counts towards the minimum of five shifts.

## **ARTICLE 7: HOLIDAYS**

- 7.1 **Designated Holidays** – The following days, or days in lieu thereof, shall be observed and recognized as paid holidays for employees.

New Year's Holiday	January 1
Martin Luther King, Jr. Day	Third Monday in January
Washington's Birthday Observed	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Employee's Birthday	An employee designated floater to be taken during the contract year.

- 7.2 **Other Holiday Observance Considerations** – Whenever any of the above holidays fall on an employee's normal day off, either the last scheduled workday of the employee's previous workweek or the first scheduled workday of the following week shall be observed as the holiday and paid for accordingly. In such an instance, the Port shall decide whether the last preceding workday or the first workday of the following week is to be observed.
- 7.3 **Holiday Pay Rate and Qualifications** – Each employee after thirty days of continuous service shall be eligible to receive eight (8) hours or ten (10) hours holiday pay at his/her hourly shift rate of pay for the holidays designated in 7.1 above.
- 7.4 **Holidays and Vacations** – If a holiday falls within the vacation period of an employee, the employee shall be paid as set forth above for such holiday.
- 7.5 **Pay for Time Worked on Holidays** - Employees who perform work on any of the above holidays shall be paid, in addition to holiday pay, the actual time worked at double

(2x) the employee's regular shift rate; however, the minimum shall be four (4) hours at the double (2x) time rate of pay.

## **ARTICLE 8: VACATIONS**

### **8.1 Rates of Accrual through May 31, 2013 – Vacation leave is earned as follows:**

**Two Weeks Vacation** – Based on the first day of employment, from the first full month to and including the fifty-ninth (59<sup>th</sup>) full month of continuous employment, employees shall accrue vacation leave at the rate of six and sixty-seven hundredths (6.67) hours per month of active employment, or the equivalent of up to eighty (80) hours per year (6.67 hours per month x 12 months = 80 hours per year). This shall also equate to .0385 hours per straight-time hour compensated.

**Three Weeks Vacation** – From the sixtieth (60<sup>th</sup>) full month to and including the one hundred forty-third (143<sup>rd</sup>) full month of continuous employment, employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of three weeks per year (10 hours per month x 12 months = 120 hours per year). This shall also equate to .0577 hours per straight-time hour compensated.

**Four Weeks Vacation** – After completion of twelve (12) years of continuous employment, starting with the one hundred forty-fourth month, employees shall accrue vacation leave at the rate of thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to four weeks per year (13.34 hours per month x 12 months = 160 hours per year). This shall also equate to .0770 hours per straight time hour compensated.

Effective June 1, 2013:

The Port shall credit sixteen (16) hours of vacation into each employee's vacation accruals.

Effective June 1, 2013 vacation leave is accrued as follows:

**Two Weeks Vacation** - An employee with one (1) month and through thirty six (36) months of continuous service shall accrue leave at the rate of 6.67 hours per month, or up to two (2) weeks per year (6.67 hours x 12 months = 80 hours per year).

**Three Weeks Vacation** - An employee with thirty seven (37) months and through eighty-four (84) months of continuous service shall accrue leave at the rate of ten (10) hours per month, or up to three (3) weeks per year (10 hours x 12 months = 120 hours per year).

**Four Weeks Vacation** - An employee with -eighty-five (85) months and through one hundred forty-four (144) months of continuous service shall accrue leave at the rate of 13.34 hours per month, or up to four (4) weeks per year (13.34 hours x 12 months = 160 hours per year).

**Five Weeks of Vacation** - An employee with one hundred forty-five (145) months of continuous service shall accrue leave at the rate of 16.67 hours per month, or up to five (5) weeks per year (16.67 hours x 12 months = 200 hours per year).

- 8.2 **Limits on Accumulating Vacation Leave** – The maximum accumulation of vacation is 480 hours. Accruals will cease when the limit is reached and will resume only when the balance is below 480 hours. Accruals over the limit are not cashed out.
- 8.3 **Voluntary Cash-out of Vacation Hours** - Employees may cash-out any amount of their accrued vacation hours, provided the employee has a minimum balance of two work weeks of vacation hours remaining immediately following the cash out. Cash-outs shall be processed at the employee's current hourly rate of pay as recorded in the payroll system. A "Paid Time Off Cash-Out Request and Waiver" form must be submitted to Payroll by the payroll deadline.
- 8.4 **Scheduling of Vacation** – Vacation assignments will be made at the Port's discretion, following six (6) months of continuous service. A reasonable method for giving due consideration to the employee's requests will be developed by management for vacation schedules. Any time taken prior to six months of continuous service shall be considered leave without pay.
- 8.5 **Unscheduled Use of Vacation** – After six (6) months of continuous service, vacation leave may be used for unscheduled purposes such as sick leave with management approval. However, a doctor's note may be required for absences lasting three days or more. Any unscheduled time taken prior to six months of continuous service shall be considered leave without pay.
- 8.6 **Lay off** - Employees who are laid off or without work through no fault on the part of the employee will not suffer a break in length of service for vacation purposes provided they are rehired within six (6) months of the date of the layoff. However, no vacation will accrue during that period of time.

## **ARTICLE 9: SICK LEAVE**

- 9.1 **Sick Leave Rate of Accrual** - Employees shall accrue paid sick leave at the rate of .0230 hour per compensated straight time hour (.0230 x 2080 = 47.99 hours) not to exceed to equivalent of six work days per year.
- 9.2 **Pro-Ration** – On a pro rata basis of a full-time work schedule, sick leave accruals will be posted on the first pay day of the month for any sick leave earned during the prior month.
- 9.3 **Pay Rate** – Sick leave pay shall be at the shift straight-time hourly rate.
- 9.4 **Eligibility** – Sick leave will be used only in instances of bona fide employee, immediate family, or others' (as required by law) illness, injury or disability resulting in absence from work as normally scheduled.



- 9.5 **Payment for Sick Leave On Termination** – Any unused sick leave benefits shall be accumulated into a sick leave bank to be used for future illness of an employee as his/her needs may require, but may not in any event be converted to additional vacation, or time off with pay. Sick leave used shall be deducted from the accumulated bank. Unused sick leave may not be converted to cash payment except under termination or retirement following five (5) continuous years of active employment in a permanent position. Qualified employees shall be compensated for fifty percent (50%) of their unused sick leave at the employee's current rate of pay upon termination.
- 9.6 **Payoff** – The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:
- 9.6.1 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.
- 9.6.2 An employee who is collecting Worker's Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from his/her disability benefits, provided the total daily or weekly amount of benefits does not exceed his/her daily or weekly base wage rate, until such time as his/her leave bank is depleted.
- 9.7 **Shared Leave** - Employees covered by this agreement are eligible to participate in the Port's Shared Leave program.

## **ARTICLE 10: LEAVE OF ABSENCE**

- 10.1 **General** – The Port shall comply with the Family Medical Leave Act (FMLA) and State Family Care Act (FCA). These benefits shall be available to domestic partners of employees as well as those persons required by these statutes. For purposes of this Article, domestic partnership shall mean a heterosexual or same sex couple as defined by Port of Seattle Policy.
- 10.2 **Failure to Return to Work** - Failure to return to work from an approved Medical or Family leave of absence by the expiration date of the leave of absence may be cause for termination of employment.
- 10.3 **Bereavement Leave** – Any employee who suffers a death in their immediate family shall be allowed twenty four (24) hours paid leave compensated at the employee's straight-time rate as a result of the employee's absence. In cases in which the funeral is outside of Washington State, the employee may request up to two (2) additional paid days leave. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, grandparents, grandchildren, stepmother, stepfather, stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Immediate family shall also include domestic partners and their respective relatives listed above.
- 10.4 **Jury Duty** - An eligible employee who serves on jury duty shall receive full regular compensation less any compensation (excluding mileage and meals paid by the court)

received for such service during the period of leave. Employees shall forward their jury duty compensation paid by the court to the Port's payroll section upon return from jury duty and receipt of the compensation paid by the court.

Employees on swing or graveyard shifts shall receive jury duty pay (in lieu of working) for their shift immediately preceding the start of jury duty. If the employee's next scheduled Port of Seattle work shift starts less than 12 hours after the end of jury duty, and jury duty is not scheduled for the next day (e.g., on a weekend or at the completion of jury duty), the employee shall receive jury duty pay (in lieu of working) for the number of hours required to provide the employee with a 12-hour break. For example, if jury duty ends at 4:00 p.m. and the employee's work shift begins at 10:00 p.m., the employee may receive jury duty pay in lieu of working from 10:00 p.m. to 4:00 a.m.

## **ARTICLE 11: BENEFITS**

- 11.1 Puget Sound Electrical Workers Pension Trust** - The Port agrees to contribute the following amounts for each Employee performing work covered by this Agreement, except as provided for Apprentices, to the Puget Sound Electrical Workers Pension Trust Fund, a jointly trusted pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

**Effective June 1, 2012 through May 31, 2014      \$ 4.05 per hour WORKED**

**Effective June 1, 2014 through May 31, 2017      \$ 4.05 per hour COMPENSATED**

- 11.2 Annuity – Puget Sound Electrical Workers Annuity** - The Port shall contribute the following amounts for all Employees working under the several job classifications described by this Agreement to the defined contribution plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. The contribution amounts are:

**Effective June 1, 2012 through May 31, 2014      \$ 1.75 per hour WORKED**

**Effective June 1, 2014 through May 31, 2017      \$ 1.75 per hour COMPENSATED**

- 11.3 Variable Annuity** - In addition to the amounts set forth above, the Port agrees to contribute such sums, as may be elected to be paid by Employees working under the several job classifications described by this Agreement, to the variable annuity plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. The amounts paid shall be in accordance with the amounts periodically established and authorized by the Trust Fund for all Employees who elect such coverage, provided however, that 1st and 2nd period Apprentices are not eligible to participate in the Trust Fund.

Eligible Employees who work under the several job classifications described by this Agreement and who elect to make contributions:

- 1) Are permitted to make such election only once each calendar year as established by the Trust Fund;
- 2) Shall sign the appropriate authorization card provided by the Union and given to the Employer;



- 3) May elect up to the maximum amount of contribution established for the job classification in which the Employee is working at the time, or a lesser amount, and;
  - 4) Agree to comply with all other rules and regulations required by the Trust Fund for participation.
- 11.4 Payment Due Date** - Payment shall be due on the fifteenth (15) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.
- 11.5 Trust Terms** - The Port agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.
- The failure of the Port to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust shall also constitute a breach of this labor Agreement.
- 11.6 Paid Un-worked Hours through May 31, 2014** - Fringe benefit pension and annuity contributions shall not be made on vacation hours paid or holiday hours paid but not worked. However, contributions shall be made on holiday hours worked.
- Effective June 1, 2014 – Fringe benefit pension and annuity contributions shall be made on all hours compensated.
- 11.7 Deferred Compensation** - Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. 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 12: MEDICAL, DENTAL AND LIFE PLAN**

The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Healthcare Trust Fund. Effective June 1, 2012, Port contributions to this plan shall be seven dollars and twenty cents (\$ 7.20) per actual hour worked for each employee.

Effective June 1, 2013 the employer shall contribute the amount of \$7.20 per each hour compensated for the monthly contribution equaling 155 hours each month for each Employee covered by this Agreement.

Effective January 1, 2014 the employer shall contribute the amount of \$7.45 per each hour compensated for the monthly contribution equaling 155 hours each month for each Employee covered by this Agreement.

Beginning June 1, 2014, the hourly contribution rate paid by the Port per hour compensated for the monthly contribution equaling 155 hours per month shall be maintained in the following way:

Any increases to the healthcare hourly contribution Base Rate of \$7.45 that is necessary to match the healthcare contribution rate in effect in the Inside Construction Agreement after June 1, 2014 shall be shared 50% by the employee and 50% by the Port up to 10% of the Base Rate. Once employee contributions have reached 10% of the Base Rate, future increases shall be split 10% paid by the employee and 90% by the Port.

The employee's share of the monthly contribution shall be a pre-tax deduction subject to the monthly contribution amount based on 155 hours.

The Parties agree should a material change take place in regards to Medical and Dental benefits costs, the parties will meet as soon as practicable to bargain.

### **ARTICLE 13: SENIORITY – SHIFT SELECTION**

- 13.1 Division Seniority Rights** - Seniority employees will be afforded the right to utilize their division seniority as hereinafter defined for the purposes of shift selection.
- 13.2 Layoffs/Reductions in Force** – Any layoffs of Seniority employees shall be done by reverse seniority within the division. When layoffs occur, all Limited Duration employees shall be laid off before any Seniority employees within the division. After all Limited Duration employees have been laid off then layoffs of Seniority employees if need be shall be laid off in reverse seniority order within the division.
- 13.3 Recall from Layoff** – In the event of a layoff, Seniority employees shall be placed on a preferential hire list for six months from date of layoff. Openings in a division shall first be filled in seniority order from the employees on the preferential hire list from that division at the time the opening is posted.
- 13.4 Retention of Seniority Status** – In the event a Seniority employee is hired or recalled to another division, seniority shall begin from date of hire in the new division. However, that employee shall retain seniority status and will not be reverted to limited duration status.
- 13.5 Bid Postings** - All newly established on-going work schedules (days of work), shifts (hours of work) and vacant positions in the division work unit will be posted. Employees within the specific classification in the division will have the opportunity to bid by division seniority for the work schedule, shift or vacancy. Absent adequate interest, employees will be assigned in reverse seniority order.
- 13.6 Seniority Lists** - The Port will transmit to the Union a current listing of all division employees in June of each contract year. Such list will indicate the name of the employee, job classification, and division seniority date. The Port and the Union shall mutually agree on a seniority list.

## **ARTICLE 14: MISCELLANEOUS**

- 14.1 Election to Union Office** - An employee elected or appointed to a position in the Union that requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year upon written application.
- 14.2 Port of Seattle Labor-Management Committee(s)** - 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 labor-management committee(s) where mutually agreed.
- 14.3 Biweekly Payroll** - Payroll checks shall be issued on a biweekly basis consistent with the payroll procedures for non-represented employees.
- 14.3.1 Direct Deposit** - As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.
- 14.4 Bulletin Boards** - The Port agrees to permit the Union shop stewards and business representatives to post on designated Port bulletin boards the announcement of meetings, election of officers, and other Union approved material.
- 14.5 Shop Stewards** - The Union shall appoint a shop steward for each division. Shop stewards may conduct representational responsibilities including, but not limited to, attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee. Port management must approve use of Port facilities for Union business outside of these processes in advance and employee attendance will be on unpaid time.
- 14.6 Safety** - The Port, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.
- 14.7 Posting of Vacant Positions** - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the Port will provide notice of the vacancy to all employees within the bargaining unit and to the Union. Posting on the Port's Website satisfies this requirement of notice to the Union. Any member of the bargaining unit holding a position within the same classification as that of the vacant position will be given the opportunity to apply for the position. The appointment will be made to the applicant whom the Port determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis of division seniority.

- 14.8 Use of Limited Duration Employees** – The Port will notify the Union when it hires a Limited Duration Employee. The notice will include the classification, division hired, basis for the hire and expected length of employment.
- 14.9 Parking** – In the event employees are not allowed to park in the parking garage or park free of charge, the Port agrees to negotiate such impact on the employees.
- 14.10 Flexible Spending Account** - 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 content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance or to any other provision of this Addendum or to negotiation by the Union.
- 14.11 Long Term Care Insurance** - Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care insurance plan made available to Port non-represented employees. 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.

## **ARTICLE 15: GRIEVANCE PROCEDURE**

It is the Port and the Union's goal that all employer/employee disputes be addressed as quickly as possible. With this goal in mind, the parties agree to attempt to settle employer/employee disputes prior to filing an official written grievance.

- 15.1 Grievance Procedure** - Disputes between employees and management arising during the term of this Agreement shall be referred to a Business Representative of the Union and to the Port within the timelines established. A grievance not brought within the time limit prescribed in this Article, shall not be considered timely and shall be void. The time limits may be waived at each step by mutual agreement, in writing, by the Union and the appropriate management representative.

**Step 1** - The Union's business representative shall present the grievance in writing to the Employer Representative. The written grievance shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated and the remedy sought. Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from date of filing. In the event settlement is not reached, the grievance shall proceed to Step Two (2).

**Step 2** - If a settlement is not reached in the manner above described, the dispute shall be referred to a Joint Conference Committee that shall be set up under this Agreement and shall consist of two (2) representatives of management and two (2) representatives of the Union. This committee shall select its own chairman and secretary from within the

committee, one from the Union and the other from Management and shall meet at such times and places as it may decide. It must meet within five (5) working days after a dispute is referred to it for resolution. However by mutual consent, the parties may extend the meeting deadline.

**Step 3** - In the event the grievance is not resolved in Step Two (2), Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days of the completion of Step Two (2) and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall not have the right to add to or subtract from any terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall meet with the arbitrator and present their cases. They shall have the right to override the arbitrator during this meeting. In the even they cannot reach a decision, the decision of the arbitrator shall be final and binding.

Each party will bear its own costs of presenting grievances under this agreement, including attorney's fees. The Arbitrator's fee shall be shared equally by the Union and the Port.

#### **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

- 16.1 Work Stoppages** - There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled using the grievance/arbitration procedure in this Agreement.
- 16.2 Discipline** - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article may be subject to disciplinary action up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

#### **ARTICLE 17: 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 18: FOOTWEAR**

The Port shall pay a stipend of \$100 the first full pay period of each contract year to employees who on June 1 of each contract year have accrued at least six months of service for purchase price or repair of footwear meeting the standards of ASTM-2413-05.

## **ARTICLE 19: DURATION**

- 19.1 Duration** – This Agreement will become effective upon full and final approval by the Union and the Port of Seattle Commission and will cover the period from June 1, 2102 through May 31, 2017.
- 19.2 Modification and Re-opener Clause** – Either party desiring to change or modify this agreement shall notify the other, in writing, at least sixty (60) days in advance. Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to the expiration date.

## **ARTICLE 20: EMERGENCY SITUATION**

In the event of a “regional catastrophic event” as declared by the state or federal government, contract compliance issues shall be held in abeyance until such time as the situation is declassified as such by state and/or federal government. Examples: Nisqually Earthquake/Hurricane Katrina/Sandy, 9/11, tsunami.

IN WITNESS WHEREOF, the aforementioned have executed this Collective Bargaining Agreement on 28 day of February 2013.

**PORT OF SEATTLE**

  
Tay Yoshitani, Port of Seattle  
Chief Executive Officer

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 46**

  
Virgil Hamilton, IBEW Local 46  
Business Manager and Financial Secretary