

RESOLUTION NO. 2211

A RESOLUTION of the Port Commission of the Port of Seattle establishing wage rates for hourly and per diem workers employed by the Port of Seattle; providing for payment of overtime and other benefits to or for such workers; authorizing and directing the Port Auditor to pay such benefits in the manner herein provided; and repealing all prior motions and resolutions of the Port Commission of the Port of Seattle dealing with the same subject matter, including Resolution No. 2185.

WHEREAS, the Port of Seattle is authorized by Chapter 64, Laws of 1955, State of Washington, to create and fill positions and to fix wages and salaries thereof; to establish benefits for employees, including holiday pay, vacations or vacation pay, retirement and pension benefits, medical, surgical, or hospital care, life, accident or health disability insurance or similar benefits already established by employers of similar employees, as the Port Commission shall by resolution provide; and

WHEREAS, the Port of Seattle is authorized to provide such benefits directly or by making contributions to benefit plans or funds already established by other employers of similar employees and in which the Port of Seattle is permitted to participate for particular classifications of its employees by the trustees or other persons responsible for the administration of such plans or funds; and

WHEREAS, it has been and is the practice of the Port of Seattle to pay wages and other benefits to classifications of employees paid on an hourly or per diem basis which are comparable to wages and benefits paid by other employers of such workers in this area; now therefore

BE IT RESOLVED by the Port Commission of the Port of Seattle that, unless otherwise herein provided, effective January 1, 1966, at 8:00 o'clock A. M., the wage rates and other benefits payable to or for employees of the Port of Seattle who are covered hereby and who are paid on an hourly or per diem basis shall be as hereinafter set forth until otherwise provided by resolution or motion of the Port Commissioners.

Section 1. The wage rates and benefits payable to or for Clerks and Clerk Supervisors employed by the Port of Seattle shall be as follows:

(a) The basic hourly wage rates of \$3.68 and \$4.05, respectively, and other hourly wage rates for Clerks and Clerk Supervisors shall be as established for Clerks and Clerk Supervisors under the Collective Bargaining Agreement between ILWU and Pacific Maritime Association, herein called "Clerks' Agreement," as amended effective June 14, 1965.

(b) Health and welfare benefits shall be provided for by participation of the Port of Seattle in the ILWU-PMA Welfare Fund and the sum of twenty-one and one-tenths cents (21.1¢) per hour for each hour of work performed by such employees for the Port of Seattle shall be paid by the Port of Seattle into said fund;

(c) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State

Employees' Retirement System shall be provided for by participation of the Port of Seattle in the ILWU-PMA Pension Fund and the sum of thirty-six and seven-tenths cents (36.7¢) per hour for each hour of work performed by such employees for the Port of Seattle shall be paid into said fund;

(d) Vacation benefits for these classifications of employees shall be provided by participation of the Port of Seattle in the vacation fund for Clerks and Clerk Supervisors established by PMA and the sum of thirty cents (30¢) per hour of work performed by such employees for the Port of Seattle will be paid by the Port into the vacation fund established by PMA.

(e) Pursuant to the collective bargaining agreement between the ILWU and PMA, the Port of Seattle will pay into the Clerks' Mechanization and Modernization Fund for the benefit of Clerks and Clerk Supervisors established by PMA pursuant to said agreement the sum of eleven cents (11¢) per hour of work performed by Clerks and Clerk Supervisors for the Port of Seattle.

Section 2. The wage rates and benefits payable to or for Chief Operators, Heating Plant, and Operators, Heating Plant, employed by the Port of Seattle shall be as follows:

(a) The hourly wage rates for these classifications of employees shall be:

Chief Operators, Heating Plant	\$3.97
Operators, Heating Plant	3.61

(b) The hourly rates specified in subsection (a) shall be increased by fifteen cents (15¢) per hour on the second shift or swing shift and twenty cents (20¢) per hour on the third shift or graveyard shift.

(c) Health and welfare benefits shall be provided by participation of the Port of Seattle in the West Coast Stationary Engineers Health and Welfare Fund, and the sum of \$23.48 per month for each such employee who works eighty (80) compensable hours for the Port of Seattle in the preceding month, shall be paid by the Port of Seattle into said fund. In case of any industrial injury or industrial illness the employer agrees to pay not more than two (2) months welfare premiums to continue full welfare benefits for employees and/or dependents.

(d) Vacation benefits shall be provided as follows: one (1) week's vacation with pay shall be given to each such regular fulltime employee who has been in the continuous employ of the Port of Seattle for one (1) year; two (2) weeks' vacation with pay shall be given to each such regular fulltime employee who has been in the continuous employ of the Port of Seattle for two (2) years; three (3) weeks' vacation with pay shall be given to each such regular fulltime employee who has been in the continuous employ of the Port of Seattle for seven (7) years; four (4) weeks' vacation with pay shall be given to each such regular fulltime employee who has been in the Continuous employ of the Port of Seattle for twenty-five years (25). Prorata vacations shall be paid to each such regular fulltime employee after the completion of one (1) year of continuous employment with the Port of Seattle, who leaves the employment of the Port of Seattle of his own volition or shall be terminated by the Port of Seattle, on the basis of one-twelfth (1/12) of the scheduled vacation for each month employed by the Port of Seattle that year, unless that employee shall be discharged for cause or fails to give due notice of resignation. If a holiday occurs during the employee's vacation, he shall receive an extra day's pay in addition to his

vacation pay or an extra day of vacation. The Port of Seattle shall have the privilege of designating the number of such employees who can be off for a vacation at any one time. A total lapse of service of thirty (3) days or less per year because of illness or layoff (but not discharge) shall not interrupt continuity of service for purposes of vacation eligibility. Where such lapse of service exceeds thirty (30) days per year, vacation pay shall be prorated, based upon actual weeks of service, provided no deduction shall be made for the first thirty (30) days of such lapse of service.

(e) Holiday benefits for such employees shall be as follows: there shall be seven (7) guaranteed paid holidays per year as follows:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

When one of the above holidays falls on Sunday, the following Monday shall be observed; when men are required to work on a holiday, they shall receive additional time and a half pay; if a holiday occurs during the employee's vacation, he shall receive an extra day's pay in addition to his vacation pay or an extra day of vacation.

(f) Commencing June 1, 1965, every employee covered by this agreement who has been continuously employed by his employer for a period of no less than one year shall thereafter be entitled to ten (10) half-days sick leave with pay each anniversary year. The payment of such sick leave benefits will be subject to the following further conditions and requirements;

- (1) Benefits will commence on the third work day's absence except in the event hospitalization might occur earlier than the third day's absence, benefits will commence on the day hospitalization occurs.
- (2) Sick leave will be paid on the basis of 1/2 day's pay for a full day's sickness only with respect to a work day on which the employee would otherwise have worked and will not apply to an employee's scheduled day-off, holidays, vacations or any other day on which the employee would not in any event have worked.
- (3) A certificate from a qualified physician may be required by the employer which certificate must certify and attest to the employee's inability to perform his regular and customary work because of illness or injury. Sick leave benefits shall apply only to bona fide cases of sickness and accidents, with the exception of industrial illness or on-the-job accidents which are covered by State Industrial insurance.
- (4) Sick leave benefits may be accumulated for a period of three years with a maximum of 120 hours of sick leave benefits but may not in any event be converted to cash bonus or additional vacation or other time off with pay.
- (5) An employee will qualify for sick leave benefits as herein above provided on the anniversary date of his employment and on each annual anniversary date thereafter provided however that it shall be further required that within such and each anniversary year the employee must have worked no less than 1500 straight-time hours for the individual employer.

(g) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State

Employees' Retirement System shall be provided by participation of the Port of Seattle in the Northwest Operating Engineers' Trust Fund, and the sum of fifteen cents (15¢) per hour for each hour for which compensation is paid to such employees by the Port of Seattle, shall be paid by the Port of Seattle into said fund.

(h) If an employee employed by the Port of Seattle in this classification is called upon for jury service, he shall be paid the difference between jury pay and his regular pay. On any day (Monday through Friday), the employee is dismissed from serving on a jury, he shall, immediately following dismissal from serving, notify the Port of Seattle that he is available for work, and the Port of Seattle shall have the option of having the employee work or paying him the sum of money as provided above. If an employee fails to notify the Port as provided above, he shall disqualify himself from receiving the pay differential. Jury duty shall not be used in computing overtime pay.

Section 3. The wage rates and benefits payable to or for Foremen Wiremen, Journeymen Wiremen, Apprentice Wiremen and Lamp Changers employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate for Foremen Wiremen shall be \$5.385; the hourly wage rate for Journeymen Wiremen shall be \$4.895; the hourly wage rate for Apprentice Wiremen shall be on a percentage basis of the Journeymen wage as established in the appropriate area apprenticeship schedule; the hourly wage rate for Lamp Changers shall be \$2.94.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Local Union 46 IBEW, Health and Welfare Trust Fund, and the sum of fourteen cents (14¢) per hour for each hour of work performed for the Port of Seattle by each such employee, shall be paid by the Port of Seattle into said fund.

(c) Vacation benefits shall be provided by participation of the Port of Seattle in the vacation plan established for such employees in the industry, and an amount equal to nineteen cents (19¢) per hour for which compensation is paid shall be deducted from the gross wages of each such employee and said amount shall be paid to the Washington Mutual Savings Bank, for the vacation account of each such employee; annual time off for each such employee shall be scheduled once each twelve-month period from February 1 through January 31; vacations shall be taken by the employee at such time as mutually agreed upon between the Port of Seattle and the employee; unless mutually agreed upon otherwise, all such employees shall take two (2) weeks' vacation each vacation year, which shall be from February 1 through January 31; the two (2) weeks' vacation shall begin on Monday, unless otherwise mutually agreed upon; no additional vacation time off shall be allowed because of any holiday that may fall within the two (2) weeks' vacation period granted; any employee whose accumulated vacation allowance is less than one day's standard pay, shall not be required to take time off as a vacation; time off for vacations is not cumulative from one vacation year to the next vacation year; there shall be an interval of at least three (3) months between a vacation for an employee scheduled in one vacation year and his vacation scheduled in the next vacation year; no vacation time will be given in excess of two (2) weeks even though the vacation allowance accumulated may be in excess of two (2) weeks' normal pay; on the other hand, no employee shall be denied the right to two (2) weeks' vacation time off when the vacation allowance accumulated is less than two (2) weeks' normal pay; any employee who is unable to take his

vacation at the time agreed upon as provided for above, either because of accident or sickness or because he was required by the Port of Seattle to work during that period, shall be granted his vacation by the Port of Seattle as soon thereafter as reasonably convenient; when the employee is so required by the Port of Seattle to work during the vacation period as previously decided upon, he shall be paid for his work during that period at regular rates of pay; the procedure to be followed in connection with withdrawal of vacation allowances from the Bank shall be as stated in the consolidated agreement between Puget Sound (Seattle) Chapter, Seattle Division, National Electrical Contractors Association, Inc. and Local Union #46, International Brotherhood of Electrical Workers; in the event of death of the employee, the balance of deposit in the vacation account of such employee shall be paid to such person or persons entitled thereto upon submission of the necessary proof.

(d) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the pension plan established for such employees in the industry and an amount equal to 1% of the gross wages earned by each such employee shall be paid into the National Electric Benefit Fund established for the pension plan.

Section 4. The wage rates and benefits payable to or for Mechanic Foremen (Automobile) and Mechanics (Automobile) employed by the Port of Seattle shall be as follows:

(a) The hourly wage rates of these classifications shall be:

Mechanic Foremen (Automobile)	\$3.82
Mechanics (Automobile)	3.47

(b) The following holidays shall be recognized as paid holidays on the basis of eight hours at the approved straight time hourly rate scale regardless of the day of the week on which the same may fall provided that the employee has worked the work day previous and the work day following the holiday except in the case of bona fide illness:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	December 24
Fourth of July	Christmas Day

All the time worked on the aforesaid holidays shall be compensated for at two times the approved straight time hourly rate. Regular employees laid off or terminated within fifteen (15) days of a holiday shall receive pay for such holiday.

(c) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Seattle and King County Automotive Machinists Health and Welfare Fund, and the sum of \$18.50 per month for each such employee who works eighty (80) hours or more for the Port of Seattle, in a calendar month, shall be paid by the Port of Seattle into said fund.

(d) Vacation benefits shall be provided by participation of the Port of Seattle in the Automotive Machinists Lodge #289 Vacation Plan as established in the general repair agreement negotiated by the union with other employers of the Mechanic Foreman (Automobile) and Mechanics (Automobile) in this area; vacations with pay shall be granted on the following basis; for one year's continuous service, one week's vacation with full pay (five working days at employee's basic rate); for three years consecutive service, two weeks' vacation with full pay

(ten working days at employee's basic rate); for eleven years continuous service, three weeks vacation at full pay (fifteen working days at employee's basic rate); for sixteen years continuous service, four weeks' vacation with full pay (twenty working days at employee's basic rate); when the service of the employee terminates after six months continuous service, vacation for the work year in which the termination occurs shall be prorated on the ratio of which the number of months or fraction thereof actually worked bears to the twelve months' for prorating purposes any time from six months to the end of the second year shall be prorated on a one week basis and any time after the end of two years' service shall be prorated on a two week basis; when one of the holidays designated in subsection (b) falls within the employee's vacation period, such holiday shall not be considered as part of the vacation period and the employee shall receive another day's vacation in lieu thereof.

(e) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the Machinists Union Pension Trust Fund and the sum of fifteen cents (15¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

Section 5. The wage rates and benefits payable to or for Blacksmiths and Blacksmiths' Helpers employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate of Blacksmiths shall be \$3.32 per hour; the hourly wage rate of Blacksmiths' Helpers shall be \$2.785 per hour.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Northwest Metalcrafts Trust Fund and the sum of twelve cents (12¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

(c) The following holidays shall be recognized as paid holidays for Blacksmiths and Blacksmiths' Helpers who have been employed for ten (10) calendar days and payment shall be made on the basis of eight (8) hours at the approved straight-time hourly rate, provided the employee worked the last regularly scheduled work day prior to and the first scheduled work day following the holiday:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Each employee shall receive four (4) hours' pay for the last half of a shift not worked on the day before Christmas subject to the conditions set forth above and also subject to working the first half of the shift on said day. Washington's Birthday will be considered as falling on the Friday following February 22 and such Friday will be observed as the holiday. All time worked on the aforesaid holidays shall be compensated for at two (2) times the regular straight-time hourly rate, plus additional compensation in the amount of the regular straight-time hourly rate for the paid holiday. Should any of the above holidays fall on Sunday, the day observed by the State or Nation shall be considered a holiday and compensated for as set forth above. In cases where the above listed holidays fall on Saturday, the Port shall have the option of specifying by the Wednesday preceding the holiday whether Friday shall be a regular work day or regarded as the paid holiday. Should any of the above holidays fall within the vacation period of any employee, he shall be paid as set forth above for such holiday, provided he works his last scheduled work day prior to and his first scheduled work day following his

vacation period.

(d) Vacation benefits shall be provided by participation of the Port of Seattle in the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, Welders and Helpers, Local #104 Vacation Plan, as established in the "Independent Shop" Agreement negotiated by the Union with other employers of Blacksmiths and Blacksmiths' Helpers in this area; commencing after July 1, 1957, the Port Auditor is hereby authorized to pay to such employees, in accordance with said vacation plan, the vacation benefits accruing as a result of work performed by such employees for the Port of Seattle in vacation years commencing with the vacation year beginning June 1, 1957, and ending May 31, 1958, on the following basis: A vacation year shall run from June 1 of any year to June 1 of the next succeeding year, and such employees shall earn vacation credit during each vacation year based upon the number of hours worked as follows: two hundred forty (240) hours, one day; four hundred eighty (480) hours, two days; seven hundred twenty (720) hours, three days; nine hundred sixty (960) hours, four days; twelve hundred (1200) hours, five days; each such employee on June 1 of any year shall be entitled to vacation with pay at employee's straight-time hourly rate (excluding shift or other premiums) for the number of days of vacation credit which he has earned in the preceding vacation year; any employee who on June 1, 1965, and on June 1 of any year thereafter, has worked 1200 hours in each of three (3) consecutive vacation years shall be entitled to ten (10) days' vacation with pay at employee's straight-time rate of pay (excluding shift or other premiums); any employee who on June 1 of any year has worked twelve hundred (1200) hours in each of twelve (12) consecutive vacation years shall be entitled to fifteen (15) days' vacation with pay at employee's straight-time hourly rate (excluding shift or other premiums); any employee who has once qualified for and received ten (10) days' or fifteen (15) days' vacation with pay in any year and who shall in any one vacation subsequent to June 1950, fail to work a minimum of twelve hundred (1200) hours shall upon working twelve hundred (1200) hours in the next succeeding vacation year be entitled to ten (10) days' vacation with pay or fifteen (15) days' vacation with pay, whichever is applicable, at employee's straight-time hourly rate (excluding shift or other premiums) at the expiration of said vacation year; employees shall be eligible for only one vacation or pay for one vacation during a vacation year; vacations are not cumulative; employees rehired after voluntarily resigning or being discharged for cause, shall be considered new employees and vacation rights therefor shall only accumulate from the latest date of employment; any employee who quits, is laid off or is discharged shall be paid for his accumulated vacation credit; and if such employee has previously qualified for two weeks' vacation or three weeks' vacation, he shall be paid for two times or three times, whichever is applicable, the vacation credit set forth in the vacation credit schedule based upon hours worked set forth above.

(e) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the Boilermaker-Blacksmith National Pension Trust Fund and the sum of ten cents (10¢) per hour for work performed for the Port of Seattle by each such employee shall be paid by the Port into said fund.

(f) An employee having been regularly employed by the Port of Seattle for a period of not less than sixty (60) days, and required by law to serve as a jury man shall, upon satisfactory proof to the Port of Seattle of such services rendered, be reimbursed by the Port of Seattle for

his work time lost on the basis of the difference between his straight-time day shift hourly job classification rate, and his jury pay (excluding travel allowance) provided, however, such Port of Seattle reimbursement shall not be applicable to any period of time during which said employee-jury man did not perform work for the Port of Seattle other than when prevented from doing so solely because of said jury service; and further provided that such Port of Seattle reimbursement is, in no event, to be applicable for a period of more than eight (8) hours in a standard work day, nor more than five (5) days in a standard work week.

In applying the foregoing, it is understood that if an employee is called for jury service, responds to the call, and loses time, but is not accepted for jury service or serves and is relieved therefrom by the middle of his work shift, the employee will be reimbursed by the Port of Seattle for his work time lost on the basis of the difference between his straight-time day shift hourly job classification rate and his jury pay (excluding travel allowance) provided he returns to his job immediately, and promptly reports these facts to the Port of Seattle; provided further, that if an employee works his regular shift in addition to performing jury duty, he shall not be paid by the Port of Seattle under the provisions of this subsection.

Section 6. The wage rates and benefits payable to or for Plumbers, Steamfitter, Foreman Plumber, Foreman Steamfitter, and Welders (Steamfitter) employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate of these classifications of employees shall be:

Plumber	\$4. 83
Steamfitter	4. 83
Foreman Plumber	5. 23
Foreman Steamfitter	5. 23
Welder (Steamfitter)	4. 83

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Plumbing and Pipe Fitting Industry State of Washington Health and Welfare Program, and the sum of twenty-one cents (21¢) per hour for each hour of work performed for the Port of Seattle to Board of Trustees, Plumbing and Pipe Fitting Industry State of Washington Fringe Benefit Program.

(c) Vacation benefits shall be provided by participation of the Port of Seattle in the Plumbing and Pipe Fitting Industry State of Washington Vacation Plan, established for such employees in the industry, and the sum of twenty-one cents (21¢) per hour of work performed by each such employee for the Port of Seattle for which compensation is paid shall be deducted from the gross wages of each such employee and said sum shall be paid to Board of Trustees, Plumbing and Pipe Fitting Industry State of Washington Fringe Benefit Program.

(d) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the Pension Escrow Fund for the Plumbing and Pipe Fitting Industry of the State of Washington, and the sum of twenty-one cents (21¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle to Board of Trustees, Plumbing and Pipe Fitting Industry State of Washington Fringe Benefit Program.

(e) Educational and training benefits for employees in these classifications shall be provided by participation of the Port of Seattle in the Apprentice and Journeymen Training Fund and the sum of two cents (2¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

Section 7. The wage rates and benefits payable to or for Sheet Metal Workers and Foreman Sheet Metal Workers employed by the Port of Seattle shall be:

(a) The hourly wage rate of Foremen, Sheet Metal Workers shall be \$5.33; the hourly rate of Sheet Metal Workers shall be \$4.88.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Northwest Sheet Metal Workers Welfare Fund and the sum of fifteen cents (15¢) per hour for each hour of work performed for the Port of Seattle by such employees shall be paid by the Port of Seattle into said fund.

(c) Vacation benefits shall be provided by participation of the Port of Seattle in the Sheet Metal Workers Union #99 Vacation Plan established for such employees in the industry, and the sum of twenty-four cents (24¢) per hour of work performed for the Port of Seattle by each such employee shall be deducted from the gross wages of each such employee and said sum shall be paid to the Washington Mutual Savings Bank, for the vacation account of each such employee; employees may take two weeks' vacation but shall take vacation equal to the number of days' pay accumulated each vacation year, which shall be from July 1 through June 30; any employee whose accumulated vacation allowance is less than one (1) day's standard pay shall not be required to take time off as vacation; time off for vacations is not cumulative from one vacation year to the next vacation year.

(d) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the Sheet Metal Workers Local 99 Pension Fund and the sum of ten cents (10¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

Section 8. The wage rates and benefits payable to or for Crane Operators, Crane Oilers and Helpers, and Roller Operators who are affiliated with Local #302, International Union of Operating Engineers and employed by the Port of Seattle shall be:

(a) The hourly wage rate of Crane Operators shall be \$5.13; the hourly wage rate of Crane Oilers and Helpers shall be \$4.40; the hourly wage rate of Roller Operators shall be \$4.79.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Locals #302 and #612 of the International Union of Operating Engineers Construction Industry Health and Security Trust Fund and the sum of twenty cents (20¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

(c) Pension benefits for those employees in these classifications

who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the Locals #302 and #612 of the International Union of Operating Engineers Construction Industry Retirement Fund and the sum of twenty cents (20¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

Section 9. The wage rates and benefits payable to or for Carpenters, Stationary Power Saw Operators, and Carpenter Foremen employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate of Carpenters shall be \$4.28; the hourly wage rate of Stationary Power Saw Operators shall be \$4.41; the hourly wage rate of Carpenter Foremen shall be \$4.68.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Western Carpenters-Employers Health and Security Trust Fund, and the sum of fifteen cents (15¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

(c) Pension benefits for employees who are employed in these classifications in positions not covered by the Washington State Employees' Retirement System shall be provided by the participation of the Port of Seattle in the Western Washington Carpenters Retirement Trust Fund and the sum of fifteen cents (15¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

Section 10. The wage rates and benefits payable to or for Watchmen affiliated with International Longshoremen's and Warehousemen's Union Local #9, and employed by the Port of Seattle shall be as follows:

(a) The wage rate for such Watchmen shall be \$2.93 per hour.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the ILWU Local #9 Welfare Trust Fund, and the sum of sixteen cents (16¢) per hour for each hour worked or paid for the Port of Seattle by such employees shall be paid by the Port of Seattle into said fund.

(c) Vacation benefits shall be provided by participation of the Port of Seattle in the International Longshoremen's and Warehousemen's Union, Local #9, Vacation Plan; commencing on or after July 1, 1959, each such employee who has been employed by the Port of Seattle for a period of one year, and who has worked a total of at least thirteen hundred fifty (1350) hours for the Port of Seattle during that year, shall receive two weeks' (80 hours) vacation with pay; if during his first or any succeeding year of employment by the Port of Seattle, such an employee works less than thirteen hundred fifty (1350) hours, he shall receive one-fourth of two weeks' (20 hours) vacation with pay for each three hundred forty (340) hours worked for the Port of Seattle during such year, with a maximum of two weeks' (80 hours) vacation with pay; upon completion of ten (10) consecutive years during each of which a Watchman has worked for the Port of Seattle at least three hundred forty (340) hours, he shall receive one-fourth of three weeks' (30 hours) vacation with pay for each three hundred forty (340) hours worked for the Port of Seattle during the year, with a maximum of three weeks' (120 hours)

vacation with pay; upon completion of twenty (20) consecutive years during each of which such an employee has worked at least three hundred forty (340) hours for the Port of Seattle, he shall receive one-fourth of four weeks' (40 hours) vacation with pay for each three hundred forty (340) hours worked for the Port of Seattle during the year, with a maximum of four weeks' (160 hours) vacation with pay. Any regularly employed man covered by this section who shall be summoned for jury duty shall be entitled to have his actual hours of attendance at court as juror be counted as qualifying hours for vacation eligibility. Actual hours in this instance are all hours at court, waiting to serve on a jury or actually serving on a jury.

(d) Pension benefits for those employees of the Port of Seattle in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the Warehousemen's Pension Trust Fund (ILWU, Local #9), and the sum of fifteen cents (15¢) per hour for each hour worked by or for which compensation is paid to such employees shall be paid into said fund.

Section 11. The wage rates and benefits payable to or for Painter Foremen and Painters employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate for Painter Foremen shall be \$4.77; the hourly wage rate for Painters shall be \$4.34. There shall be added to the foregoing rates an additional amount of twenty cents (20¢) per hour for the following work: spray painting, sandblasting, steam cleaning, swing stage, bridges, towers, tanks on legs, steeples, stacks, toxic materials, bitumastic and open structural steel.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in Health and Hospitalization Plan, and the sum of fifteen cents (15¢) per hour for each hour of work performed for the Port of Seattle shall be paid by the Port of Seattle to the Health and Hospitalization Plan Fund.

(c) Vacation benefits for these classifications of employees in the sum of fifteen cents (15¢) per hour, which were previously deducted from the employees' gross wages for the Vacation Fund, shall be included in the employees' checks.

(d) Training benefits for employees in the classification of Painters shall be provided by the participation of the Port of Seattle in the Painters Apprenticeship Trust Fund and the sum of one cent (1¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

Section 12. The wage rates and benefits payable to or for Machinists employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate shall be \$3.58.

(b) Coveralls will be furnished in lieu of the coverall allowance formerly paid.

(c) The following holidays shall be recognized as paid holidays for Machinists who have been employed for ten (10) calendar days and payment shall be made on the basis of eight (8) hours at the approved straight-time hourly rate, provided the holiday falls within the regularly scheduled work week and the employee worked the last regularly scheduled work day prior to and the first scheduled work

day following the holiday:

New Year's Day	Washington's Birthday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

All time worked on the aforesaid holidays shall be compensated for at three times the regular straight-time hourly rate. Should any of the above holidays fall on Sunday, the day observed by the State or Nation shall be considered a holiday and compensated for as set forth above. Should any of the above holidays fall within the vacation period of an employee, he shall be paid as set forth above for such holiday, provided he works his last scheduled work day prior to and his first schedule work day following his vacation period.

(d) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Northwest Metalcrafts Union Welfare Plan, and the sum of twelve cents (12¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into the Northwest Metalcrafts Trust Fund.

(e) Vacation benefits shall be provided by participation of the Port of Seattle in the International Association of Machinists Local #79 Vacation Plan, as established in the agreement negotiated by the Union with other employers of Machinists in the area; commencing after July 1, 1957, the Port Auditor is hereby authorized to pay such employees, in accordance with said vacation plan, the vacation benefits accruing as a result of work performed by such employees for the Port of Seattle in vacation years commencing with the vacation year beginning June 1, 1957, and ending May 31, 1958, on the following basis: a vacation year shall run from June 1 of any year to June 1 of the next succeeding year, and such employees shall earn vacation credit during each vacation year based upon the number of hours worked as follows: two hundred forty (240) hours, one day; four hundred eighty (480) hours, two days; seven hundred twenty (720) hours, three days; nine hundred sixty (960) hours, four days; twelve hundred (1200) hours, five days; each such employee on June 1 of any year shall be entitled to vacation with pay at employees' straight-time hourly rate (excluding shift or other premiums) for the number of days of vacation credit which he has earned in the preceding vacation year; any employee who on June 1 of any year has worked twelve hundred (1200) hours in each of four (4) consecutive vacation years shall be entitled to ten (10) days' vacation with pay at employees' straight-time hourly rate (excluding shift or other premium); any employee who on June 1 of any year has worked twelve hundred (1200) hours in each of twelve (12) consecutive vacation years shall be entitled to fifteen (15) days' vacation with pay at employees' straight-time hourly rate (excluding shift or other premiums); any employee who has once qualified for and received ten (10) days' or fifteen (15) days' vacation with pay in any year and who shall in any one vacation year subsequent to June 1958, fail to work a minimum of twelve hundred (1200) hours shall upon working twelve hundred (1200) hours in the next succeeding vacation year be entitled to ten (10) days' vacation with pay or fifteen (15) days' vacation with pay, whichever is applicable, at employees' straight-time hourly rate (excluding shift or other premiums) at the expiration of said vacation year; employees shall be eligible for only one vacation or pay for one vacation during a vacation year; vacations are not cumulative; employees rehired after voluntarily resigning, or being discharged for cause, shall be considered new employees and vacation rights therefor shall only accumulate from the latest date of employment; any employee who quits, is laid off or is discharged shall be paid for his accumulated

vacation credit; and if such employee has previously qualified for two weeks' vacation or three weeks' vacation, he shall be paid for two times or three times, whichever is applicable, the vacation credit set forth in the vacation credit schedule based upon hours worked set forth above.

(f) Pension benefits for those employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System, shall be provided by participation of the Port of Seattle in Western Metal Industry Pension Fund and the sum of ten cents (10¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

(g) An employee having been regularly employed by the Port of Seattle for a period of not less than sixty (60) days and required by law to serve as a jury man shall, upon satisfactory proof to the Port of Seattle of such service rendered, be reimbursed by the Port of Seattle for his work time lost on the basis of the difference between his straight-time day shift hourly job classification rate, and his jury pay (excluding travel allowance) provided, however, such Port of Seattle reimbursement shall not be applicable to any period of time during which said employee-jury man did not perform work for the Port of Seattle other than when prevented from doing so solely because of said jury service; and further provided that such Port of Seattle reimbursement is, in no event, to be applicable for a period of more than eight (8) hours in a standard work day, nor more than five (5) days in a standard work week.

In applying the foregoing, it is understood that if an employee is called for jury service, respond to the calls, and loses time, but is not accepted for jury service or serves and is relieved therefrom by the middle of his work shift, the employee will be reimbursed by the Port of Seattle for his work time lost on the basis of the difference between his straight-time day shift hourly job classification rate and his jury pay (excluding travel allowance) provided he returns to his job immediately, and promptly reports these facts to the Port of Seattle; provided further, that if an employee works his regular shift in addition to performing jury duty, he shall not be paid by the Port of Seattle under the provisions of this subsection.

Section 13. The wage rates and benefits payable to or for Labor Foremen, Track and General Laborers, and Jack Hammer Operators employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate of Labor Foremen shall be \$4.68; the hourly wage rate of Track and General Laborers shall be \$3.80; the hourly wage rate of Jack Hammer Operators shall be \$4.00.

(b) In addition to the hourly wage rates of Track and General Laborers and Jack Hammer Operators set forth in subsection (a) above, those employees represented by Union #242 shall receive an additional sum in the amount of twenty cents (20¢) for each compensable man-hour as an amount paid in lieu of health and welfare payments. Health and welfare benefits for those employees represented by Union #440 shall be provided by participation of the Port of Seattle in the Western Washington Laborers-Employers' Trust Fund and the sum of twenty cents (20¢) for each compensable man-hour performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund. Also, each employee, not covered by Washington State Employees' Retirement

Resolution No. 2211 - p. 13

Program, shall receive an additional sum in the amount of fifteen cents (15¢) for each compensable man-hour as an amount paid in lieu of pension benefits.

Section 14. The wage rates and benefits payable to or for Foreman Sprinkler Fitters and Sprinkler Fitters employed by the Port of Seattle shall be:

(a) The hourly wage rate of Foreman, Sprinkler Fitters, shall be \$5.635 and the hourly wage rate of Sprinkler Fitters shall be \$5.26. Fifty-five cents (55¢) per hour shall be deducted from the net wages of both classifications for vacations and paid by the Port of Seattle to the Fidelity Savings and Loan Association, Seattle, Washington.

(b) In addition to the hourly wage rates set forth in subsection (a) above, each employee in these classifications who is employed in a position covered by the Washington State Employees' Retirement System shall receive an additional sum in the amount of eleven cents (11¢) per hour for all hours worked as an amount paid in lieu of health and welfare payments. The Port of Seattle shall not be responsible for any expense or cost beyond this eleven cents (11¢) per hour.

(c) Health and welfare benefits for employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the National Automatic Sprinkler Local #699 United Association Health and Welfare Fund, and the sum of eleven cents (11¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

(d) Pension benefits for employees in these classifications who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the National Automatic Sprinkler Local #669, U. A. Pension Fund, and the sum of ten cents (10¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund.

(e) The recognized holidays are as follows:

New Year's Day	Labor Day
Decoration Day	Thanksgiving Day
Fourth of July	Christmas Day

Work performed on one of the above holidays shall be at double the straight-time rate. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and all work performed on said day shall be at the double time rate.

Section 15. The wage rates and benefits payable to or for Truck Drivers employed by the Port of Seattle shall be:

(a) The hourly wage rate of Truck Drivers shall be \$3.49.

(b) Health and welfare benefits shall be provided by participation of the Port of Seattle in the Puget Sound and Inland Empire Teamsters' Health and Welfare Fund, and the sum of eighteen dollars and ninety-five cents (\$18.95) per month for each such employee who works eighty (80) hours for the Port of Seattle in the previous month shall be paid by the Port of Seattle into said fund.

(c) The following holidays shall be recognized as paid holidays for Truck Drivers on the basis of eight (8) hours at the approved straight-time hourly scale:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

All regular employees shall be paid for all such holidays regardless upon which day in the week the holiday shall fall. If any work is performed by such regular employees on such holidays, he shall be paid eight (8) hours pay at two (2) times the straight-time rate plus one dollar and twenty-five cents (\$1.25) per hour. When any of the aforementioned holidays fall on Sunday, the Monday following shall be considered the holiday. If a holiday occurs during an employee's vacation, he shall receive holiday pay in addition to his vacation pay.

(d) Vacation benefits shall be provided by participation of the Port of Seattle in the Vacation Plan provided for in the Private Carrier Agreement negotiated between employers of Truck Drivers and Local Union No. 174, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; any such employee who has been continuously employed by the Port of Seattle for one year or over shall receive one (1) week's vacation with pay (40 hours times his basic hourly rate of pay); any such employee who has been continuously employed by the Port of Seattle for two (2) years or over shall receive two (2) weeks' vacation with pay (80 hours times his basic hourly rate of pay); any such employee who has been continuously employed by the Port of Seattle for nine (9) years or over shall receive three (3) weeks' vacation with pay (120 hours times his basic hourly rate of pay); any employee who has been continuously employed by the Port of Seattle for fifteen (15) years or over shall receive four (4) weeks' vacation with pay (160 hours times his basic hourly rate of pay); all regular employees shall receive prorated vacations after the first year of service at the rate of one-twelfth (1/12) of the determined vacation pay for each month of service.

Vacations shall be scheduled in accordance with seniority with the understanding that in the case of employees entitled to three (3) or four (4) weeks' vacation, not less than two (2) weeks' shall be scheduled consecutively in accordance with seniority, and the remaining earned vacation time by mutual agreement between the Port of Seattle and the employees.

(e) If any employee employed by the Port of Seattle in this classification suffers a death in the immediate family, such employee shall be allowed one day's pay regardless of what day the death may occur, by payment of eight (8) hours' pay at the straight-time hourly rate. In the event death occurs during the work week, he shall receive one day off with pay or an additional day's pay in lieu thereof. Immediate family shall be defined as wife, husband, son, daughter, mother, father, brother or sister residing within the United States.

(f) Commencing July 1, 1962, employees regularly employed full time by the Port of Seattle in this classification shall be granted accumulated sick leave pay at a rate of three and one-third (3-1/3) hours per month. Accumulated sick leave pay shall be payable at the rate of one (1) day's (eight (8) hours) pay per day at the straight-time rate from and including the third working day of sickness; provided that when the employee is hospitalized on the first working day of sickness, pay shall commence on such first working day, and that the daily total of

sick leave pay under this Section, and disability payments provided by the Health and Welfare Plan under subsection (b) above, shall not exceed the daily contract rate.

Sick leave shall be cumulative from year to year, but not to exceed twenty (20) days.

Sick leave benefits shall apply only to bona fide cases of sickness and accidents, with the exception of on-the-job accidents which are covered by State Industrial Insurance.

(g) Pension benefits for those employees in this classification who are employed in positions not covered by the Washington State Employees' Retirement System shall be provided by participation of the Port of Seattle in the Western Conference of Teamsters Pension Trust Fund and the sum of fifteen cents (15¢) per hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said fund. These payments are not to exceed \$25.95 monthly.

(h) If an employee employed by the Port of Seattle in this classification is called upon for jury service in any municipal, county, state or federal court, he shall advise the Port of Seattle upon receipt of such call and if taken from his work for such service shall be reimbursed for any loss in wages while actually performing such service, provided he exhibits to the Port of Seattle his properly endorsed check and permits the Port of Seattle to copy the check or voucher he received for such service. The amount to be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his regular straight-time hourly rate during the regular working hours he missed while performing such service.

(i) Dental benefits shall be provided by the participation of the Port of Seattle in the Puget Sound and Inland Empire Teamsters Dental Plan, and the sum of eight dollars and sixty-five cents (\$8.65) per month for each such employee who works eighty (80) hours for Port of Seattle during the preceding month shall be paid by the Port of Seattle into said fund by the tenth (10th) day of each month.

Section 16. The wage rates and benefits payable to or for Sign Painters employed by the Port of Seattle shall be as follows:

(a) The hourly wage rate of Sign Painters shall be \$4.64.

(b) Health and welfare benefits shall be provided by participation by the Port of Seattle in the Medical-Hospitalization Trust Fund, referred to as the Painters' Trust, and the sum of twelve cents (12¢) per hour for each hour of work performed for the Port of Seattle by each such employee shall be paid by the Port of Seattle into said trust.

(c) Vacation benefits shall be provided by participation of the Port of Seattle in the vacation plan established for such employees in the industry, and in an amount equal to eighteen cents (18¢) per hour for which straight-time compensation is paid by the Port of Seattle for work performed by each such employee shall be deducted from the gross wages of each such employee and said sum shall be paid to the Washington Mutual Savings Bank, for the vacation account of each such employee; provided that such deductions shall start at the time of first employment and shall be retained by the Port of Seattle until the employee shall have worked not less than five hundred (500)

hours in any year commencing July 1, 1959, such total of not less than five hundred (500) hours of work to include employment with other employers in the area who are parties to this vacation plan; when not less than five hundred (500) hours shall have been worked, then the deductions made by the Port of Seattle covering such employment by the Port of Seattle shall be deposited in the bank, with all legal payroll withholdings for income tax, social security, etc., taken into account, with such vacation deductions transmitted monthly to the bank; in the event of termination of any employee who has not worked at least five hundred (500) hours for the Port of Seattle as provided for above, the Port of Seattle shall notify the Sign, Scene, Pictorial Painters, Card Writers, Sign Hangers and Display Men's Union, Local #435, as to the number of hours said employee has worked prior to his termination of employment with the Port of Seattle, and in the event said employee terminates his employment in the industry in this area before completing the five hundred (500) hours as required, such deductions made by the Port of Seattle on his wages shall revert to the Port of Seattle.

Vacations shall be compulsory and no vacation pay shall be allowed before April 1, 1960; in case of death of an employee the balance on deposit for his account shall be paid to such person or persons entitled thereto upon submission of necessary proof; the employee shall make application for vacation to the Union upon an application card furnished by the Union and shall notify the Port of Seattle at least fifteen (15) days in advance of the date on which it is desired that his vacation will begin; the employee will then take his card to the business representative of the Local Union or its authorized representative who will sign it and return it to the employee, who may at the proper time present it to the bank and withdraw such vacation funds as may be on deposit to his credit, with the exception that a minimum of one dollar (\$1.00) shall remain in the account to keep it open; vacation arrangements to fit the particular needs of the Port of Seattle shall be allowed by mutual agreement between the Port of Seattle, the employee and the Local Union; any employee who is unable to take his vacation at the time agreed upon as provided above, either because of accident or sickness or because he is required by the Port of Seattle to work during that period, shall be granted his vacation by the Port of Seattle as soon thereafter as is reasonably convenient; when the employee is so required by the Port of Seattle during the vacation period as previously decided upon, he shall be paid for his work during that period at regular rates of pay.

(d) The recognized holidays are as follows:

New Year's Day	Independence Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day

If a holiday falls on Sunday, the following Monday shall be considered a holiday. In no case shall any work be performed on Labor Day.

Section 17. In order to defray its share of expenses incurred in the maintenance and operation of central hiring and dispatching halls for the dispatch of longshoremen, dock workers, clerks and clerk supervisors, the Port of Seattle shall pay to Pacific Maritime Association or to its duly designated agent a man-hour assessment of five and one-half cents (5-1/2¢) per hour on all hours of work performed for the Port of Seattle by such classifications of employees.

Section 18. The payment of wages to, payment of benefits to or on behalf of, and the collecting, reporting and paying of taxes on the wages of longshoremen

Resolution No. 2211 - p. 17

and other rotational waterfront labor shall be through the agency of Pacific Maritime Association as provided for in Port of Seattle Resolution No. 1630.

Section 19. Unless otherwise herein provided, overtime work for the Port of Seattle by the employees in the classifications covered hereby shall be paid for in accordance with the practices of private employers of each such classification in the applicable industry.

Section 20. Effective October 1, 1965 any regular employee in the classifications covered by this resolution who is called for and serves upon a jury and where no provision is otherwise made herein for jury duty payments, shall be reimbursed by the Port of Seattle for the work time lost on the basis of the difference between his straight-time pay and his jury pay (excluding travel allowance). However, such reimbursement shall not be for more than a standard eight (8) hour day nor more than five (5) days in a standard work week. If, on any regular work day, (or one-half day or more thereof) the employee is dismissed from jury service he shall immediately notify the Port of Seattle that he is available for work. If he fails to notify the Port he shall disqualify himself from the reimbursement provided herein. Jury duty time shall not be used for purposes of computing overtime pay.

Section 21. All regular wage employees of the Port of Seattle are eligible to participate in the Employees Suggestion System, detailed in Port of Seattle General Procedure Bulletin No. G-8.

Section 22. The Port Auditor is hereby authorized and directed to pay the wages and benefits in accordance with the provisions of this resolution.

Section 23. As of the effective date of this resolution, all prior motions and resolutions of the Port Commission of the Port of Seattle dealing with the same subject matters are hereby repealed, including but not limited to Resolution No. 2185.

Section 24. Employees working in classifications covered by this resolution shall not receive any vacation or sick leave benefits other than as herein provided.

Section 25. During the period from the effective date of this resolution any changes in the wage rates or other benefits herein provided shall be made by motion of the Commission duly carried and authenticated.

Section 26. This resolution may hereafter be referred to and cited as the Port of Seattle Wage and Benefit Resolution.

ADOPTED by the Port Commission of the Port of Seattle this 28th

Resolution No. 2211 - p. 18

day of December 1965, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission.

(SEAL)

Mark D. Bellum

Miner H. Benson

Robert W. Norman

John W. Sawyer

Frank R. Mitchell

Port Commissioners