

Agreement

Between

The Port of Seattle

And

Western Washington Cement Masons Local 528

August 1, 2022 – July 31, 2027

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This Agreement is made and entered into by and between the Port of Seattle and the Western Washington Cement Masons on August 1, 2022, for the purpose of establishing wages, hours of work, terms and conditions of employment and other items deemed important by the parties, and shall be subject to any Federal or State Law and the applicable terms of the Port's Salary and Benefit Resolutions and, in accordance with existing State Law. Nothing in this agreement shall be construed to permit either the Union or any employee to cause or engage in a strike or stoppage of work, or slowdown or similar activity against the Port of Seattle. Should any provision hereof become unlawful by virtue of any Federal or State Law, or conflict with any resolution of the Port of Seattle, or any rule or regulation promulgated by the Port of Seattle, such provision shall be modified to comply with such law, resolution, rule or regulation.

ARTICLE I UNION RECOGNITION

The Port recognizes the Union as the sole and exclusive bargaining agent for all employees of the Port performing work historically performed by this bargaining unit.

The Port of Seattle has in the past employed unit employees affiliated with the Union and intends to continue to do so if work performed at Port Construction Services (PCS) is available for such employees.

ARTICLE II PAYROLL DEDUCTIONS

In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to, to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and the services available to their membership. A Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation, which may, when operationally feasible, be performed during the Steward's normally scheduled workday with management's approval.

Upon receiving notice from the Union, the Port agrees to deduct from the paycheck of each Union member covered by this Agreement who has voluntarily so authorized it, the initiation fee, regular monthly dues, and assessments. Such authorization for deductions may be made in writing, electronically or through recorded voice. The Port shall transmit fees, dues, and assessments to the Union once each month on behalf of the employees involved. If a deduction error is identified, the error will be addressed as soon as practicable.

The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within ten (10) days from date of hire.

A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written

notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met.

The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

The Union agrees to indemnify and hold harmless the Port for any actions taken pursuant to this Article. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE III UNION ACCESS

The Port agrees to allow reasonable access to Port facilities excluding the AOA (Airport Operations Area) for Union business representatives who have been properly authorized by the Union. Such access shall be permitted in a manner as not to interfere with the functions of the department or the Port. This Article shall apply within the constraints of Federal or State regulations and statutes, and the Airport Security Plan.

ARTICLE IV NON-DISCRIMINATION

The Port of Seattle is an equal opportunity and affirmative action employer that values diverse perspectives and life experiences. We encourage people of all backgrounds to apply, knowing decisions concerning the employment relationship will be made without regard to age, race, ethnicity, color, religion, creed, sex (including pregnancy), sexual orientation, gender identity or expression, national origin, marital status, citizenship status, veteran status, the presence of any physical or mental disability, or any other status or characteristic protected by federal, state, or local laws, regulations and ordinances.

The Port and the Union are committed to promoting equity, diversity and inclusion in the workplace. The Port refers to equity as the fair treatment, access, opportunities, and advancement for all people while striving to identify and eliminate barriers that have prevented the full participation of historically oppressed communities.

ARTICLE V DEFINITIONS

- A. **Regular employees:** Regular employees shall mean those employees who have been hired by the Port in the Port Construction Services (PCS) Work Group, in accordance with the Port's required posting and selection procedures.
- B. **Apprentices:** Apprentice employees are those employees who are registered with the State of Washington and are participating in a State approved training program administered by a State approved joint labor-management committee.

- C. **Emergency Hires:** Emergency Hires shall mean those employees who have been hired by the Port to meet temporary staffing needs. Such employees are hired without the necessary posting requirements to qualify them for regular employment. The employment period for Emergency Hires shall not exceed one hundred eighty (180) calendar days between employment and termination. Extensions may be approved by Human Resources.

ARTICLE VI HIRING NOTIFICATION

- A. **Notification of Vacancies:** The Port will advise the Union at the time of any employment openings. Openings for regular job vacancies will be posted in accordance with the Port's Talent Acquisition Policy, HR-8.
- B. **Notification of Employees Hired:** The Port shall advise the Union of the names of Port employees covered by this Agreement within seven (7) calendar days following the date of employment.

ARTICLE VII PROBATIONARY PERIOD

A new employee, excluding employees hired as Emergency Hires, shall be subject to a one hundred and eighty (180) calendar day probationary period commencing with their first compensated day of regular employment. The probationary period shall be extended one (1) day for each day that the employee is absent. During this period, such employee shall be considered as being on probation subject to termination at any time at the sole discretion of the Employer. Discharge of an employee during this probationary period shall not be subject to the Grievance Procedure.

ARTICLE VIII MANAGEMENT RIGHTS

The Port retains all rights except those rights that are limited by the subsequent Articles of this Agreement or applicable law. Nothing anywhere in this agreement shall be construed to impair the right of the Port to conduct all its business in all particulars except as modified by the subsequent articles of this Agreement.

The Port of Seattle retains the exclusive right:

- a. to determine any given employee's craft or job classification and whether or not such employee is a unit or non-unit employee;
- b. to direct the work of its employees;
- c. to develop, amend, modify, promulgate, and enforce reasonable rules, orders, policies, and/or conditions of employment including, but not limited to, the Port's Code of Conduct, PCS Work Rules, HR-18, HR-25, and HR-34;
- c. to hire, promote, transfer, assign, and retain employees' positions within a given craft, job classification, or department, to secure its regular or steady employees from the local

community, to specify certain employees as regular employees of the Port, and to suspend, demote, discharge, or take other disciplinary action against employees;

- d. to relieve employees of duties because of lack of work or for other legitimate reasons;
- e. to subcontract or assign work to other employers;
- f. to maintain the efficiency of all Port operations;
- g. to determine the methods, means, and personnel by which such operations are to be conducted; and
- h. to take whatever action may be necessary to carry out the work of the Port in situations of emergency;

ARTICLE IX TERMS AND CONDITIONS

- A. **Port Rate:** The Port shall pay all employees, on an hourly basis, at the construction rates in the same amounts which have been historically paid by the Port in accordance with the Area Master Labor Agreement covering Cement Masons.

ARTICLE X FRINGE BENEFITS EMPLOYEES

- A. **Benefit Coverage:** The Port shall continue to provide benefits coverage under the conditions set forth in the Area Master Agreement in the same amount and manner now in effect or hereafter modified during the term of this Agreement which has been historically followed by the Port.
- B. **Trust Agreements:** The Port and the Union adopt and shall be bound by the terms and conditions of such trust or trusts as set forth in the current Area Master Agreement. The action heretofore or hereafter performed by the Trustees of such trust or trusts are hereby adopted by the Port and the Union. The Union agrees to provide copies of each Trust agreement to the Port prior to the execution of this agreement.

ARTICLE XI FLEXIBLE SPENDING ACCOUNT

Regular employees shall be eligible to participate in the Port of Seattle's Flexible Spending account program for healthcare expenses, dependent (childcare) expenses, or both. Eligibility and participation 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 Agreement or to negotiation by the Union.

ARTICLE XII SAFETY SHOES

Effective 2022, the Port shall pay regular employees a \$190.00 stipend, during the first year of the contract, for the purchase price or repair of ASTM approved footwear (F2413-18).

Effective 2023, the Port shall pay regular employees a \$200 stipend each contract year for the purchase price or repair of ASTM approved footwear (F2413-18). The stipend shall be paid in the first pay period of each contract year.

ARTICLE XIII BI-WEEKLY PAY

Pay shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees. As a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

If an employee is overpaid, the Port shall recover the overpayment by deduction through subsequent wages at a rate of five (5) percent of the employee's disposable earnings in a pay period, other than the final pay period; or the amount still outstanding from the employee's disposable earnings in the final pay period. Deductions from wages shall continue until the overpayment is fully recouped.

Nothing in this article precludes the employee from agreeing to a larger deduction.

ARTICLE XIV COMMUTER BENEFITS

Employees, shall be eligible for the following benefits:

The One Regional Card for All ("ORCA Card") Program

The Port offers ORCA cards to eligible employees at a substantially reduced cost for transportation on multiple regional transit systems. Employees who participate in the ORCA card program may also be eligible for additional subsidized transportation services. The availability of the ORCA program, annual cost, potential tax consequences for employees, and other provisions are subject to change based on guidelines provided by agencies with whom the Port contracts for the ORCA program benefits, IRS requirements, as well as the Port's discretion.

Ferry Reimbursement

Employees who use the Washington State Ferry System for all or part of their work commute are eligible for reimbursement of ferry commuting costs up to a monthly maximum. This monthly maximum reimbursement amount is determined by the Port. Amounts and procedures can be found on the Total Rewards Compass Page and may be subject to tax.

The Port shall have full and exclusive discretion to administer, change, amend, modify and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit.

ARTICLE XV EMPLOYEE LEARNING AND DEVELOPMENT

To provide career development opportunities to bargaining unit employees, the Union and management will support employee participation in the Port's employee development and internship programs. Successful applicants to internship programs shall remain members of the bargaining unit and retain all rights and benefits under the Collective Bargaining Agreement, except that temporary schedule adjustments and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern.

Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Tuition reimbursement support under the terms of HR-12.

It is further agreed that content of the Port's employee development and internship programs, administration and any determination made under the plan shall not be subject to the grievance or to any other Provision of this Agreement or to negotiation by the Union.

ARTICLE XVI SICK LEAVE

Washington Paid Sick Leave. Employees shall be entitled to accrue and utilize Sick Leave only in accordance with the minimum requirements (e.g., 40-hour accrual rate limits) of the Washington State Paid Sick Leave Law, RCW 49.46.200, which shall be appended to this agreement and conspicuously posted and updated as required by law.

ARTICLE XVII ADDITIONAL PAID LEAVE

- A. **Port Paid Family Medical Leave.** The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g., Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union.
- B. **Paid Parental Leave.** The Port shall provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be

provided to the bargaining unit members as outlined in Port policy HR-5. 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 Agreement or to negotiation by the Union.

ARTICLE XVIII LABOR/MANAGEMENT

The parties recognize it is in their best interest to develop and maintain a good on-going working relationship that promotes further development of trust, communication and cooperation. Therefore, the parties agree to establish a Labor/Management Committee for the purpose of developing a cooperative problem-solving forum on issues of common concern. It is understood and agreed that the Labor/Management Committee has no authority to amend or negotiate the Labor Agreement.

ARTICLE XIX SETTLEMENT OF DISPUTES, DISCHARGE, SUSPENSION

- A. **Strikes and Lockouts:** In recognition of the Port's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages or similar activities to impede the Port's operation.
- B. **Grievance Procedure:** A grievance shall be defined as a dispute over the express provisions of this Agreement. Probationary employees do not have access to the grievance procedure.

Step 1. The employee or the employee and the designated Union Representative shall, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance, bring said grievance to the attention of the Manager or designee. A grievance shall be in writing, and identify the grievant(s), describe the factual basis for the grievance, identify provisions of the Agreement allegedly violated and specify the remedy sought. The Supervisor or designee shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after its initial submission. The Supervisor or designee shall within (14) calendar days after the initial submission of the grievance submit a written response to the employee, the Manager and the Union.

Step 2. In the event no settlement is reached, within the fourteen (14) calendar days of receipt of the written response or failure of a response at Step 1, the employee, the employee and the shop steward, or the Union may then, within fourteen (14) calendar days, meet regarding said grievance with the Director of PCS or designee. The Manager or designee shall respond in writing to the employee and the Union within fourteen (14) calendar days after the meeting.

Step 3. In the event no settlement is reached, within the fourteen (14) calendar days from receipt of the written response, or failure of a response at Step 2, the Union may, within

fourteen (14) calendar days request to meet with the Port's Director of Labor Relations or designee in an attempt to resolve the grievance.

Step 4. In the event no settlement is reached by the Union and the Port, either party may, within ten (10) calendar days of the Step 3 meeting, submit a demand for arbitration to the other. Within seven (7) calendar days after the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If the parties fail to agree, the grieving party shall, within seven (7) calendar days request a list of seven (7) qualified neutrals from the . Within seven (7) calendar days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and the Port. The Port and the Union shall share equally the fees and expenses of the arbitrator, provided, however, that each party shall fully bear the expense of preparing and presenting its own case including attorney's fees, the cost of witnesses and other persons it requires to attend the arbitration.

Notwithstanding the foregoing, the Union and the Port may mutually agree to expedited arbitration. In the event expedited arbitration is agreed to, the parties will indicate on the FMCS request for a list of arbitrators that the parties seek expedited arbitration. The parties shall select an Arbitrator within three (3) days of receiving the FMCS list. The parties and the Arbitrator must attempt to schedule the arbitration hearing within thirty (30) days. Unless the parties agree otherwise, the arbitration hearing will be concluded in one (1) day, there shall be no transcript of the proceeding and no post-hearing briefs will be filed. The Arbitrator's decision and award shall be submitted to the parties within seven (7) days of the arbitration proceeding.

Time limitations in this Article may be waived by mutual agreement between the Port and the Union.

- C. **Union Representation:** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Union shall be the exclusive representative of the employee(s) involved.
- D. **Discharge or Suspension for Just Cause:** The Port may discharge or suspend any regular employee for just cause.

- E. **Written Warnings:** A copy of a warning notice shall be sent to the Union at the time it is given to the regular employee.
- F. **Notice of Discharge:** The Port shall give to a discharged regular employee a written notice of termination and at the same time send a copy to the Union.

ARTICLE XIX SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, or if any provision of this Agreement becomes impacted because of a change in Port Personnel policy, the remaining provisions and their application shall not be affected thereby.

Provided, however, upon such invalidation or change in Personnel policy the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to.

ARTICLE XX EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect for a period of five (5) years from August 1, 2022, through July 31, 2027.

PORT OF SEATTLE

**WESTERN WASHINGTON CEMENT
MASONS LOCAL 528**



Stephen P. Metruck
Executive Director
Date: 8/10/2022



Travis Metzger
Business Agent
Date: Jul 22, 2022