Employer Name	PORT OF SEATTLE	
Union Name	IUOE LOCAL 286	
Worksite Locations	SEATAC AIRPORT	
Number of Employees Covered by the CBA	94	
NAICS Code		
Your Name	JEFF FRAZIER	
Your email address or mailing address	E-Mail Address	Mailing Address
	jeff.frazier@iuoe286.org	18 E STREET S.W. AUBURN, WA 98001

In addition to advancing the purpose of the law, the disclosure of your CBA helps us to collect and preserve valuable information. It provides labor organizations, employers, researchers, and academics with data available nowhere else about the labor movement and labor-management issues. Also, it creates a record of workplace concerns, conditions of employment, pay, and benefits.

If you have any questions, please contact Mr. Jeffries at 202-693-0808 or me at 202-693-1259.

Regards,

Larry J. King, Chief
Division of Reports,
Disclosure and Audits

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE PORT OF SEATTLE

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 286

REPRESENTING OPERATING ENGINEERS

June 1, 2014 – May 31, 2018

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INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286
And
THE PORT OF SEATTLE

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement, made and entered into by and between the International Union of Operating Engineers, Local No. 286 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), is made for the purpose of reaching an equitable wage and working agreement between the parties hereto:

ARTICLE 1: Recognition

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

ARTICLE 2: Jurisdiction

2.01 It is mutually agreed between the Port and the Union that the jurisdictional area of the Union at Sea-Tac International Airport will be hereafter identified as the Physical Plant Operations and Maintenance of Airport Utilities (which encompasses the Union jurisdictional area described in Appendix #1; attached hereto) and the Mechanical and Conveyance Equipment Maintenance of Airport Facilities (which encompasses the Union jurisdictional area described in Appendix #2; attached hereto).

2.02 The operation and maintenance of heating plants at the waterfront locations as operated and maintained by Horton Street Maintenance Shop personnel, will also come under the jurisdiction of Operating Engineers Local 286.

2.03 The jurisdiction of the Union shall encompass all work historically performed at the Airport and on the waterfront by its members when such work is performed by Port employees.

ARTICLE 3: Union Security and Rights of Parties

3.01 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. Present employees who are not members of the Union at the date of the execution of this Agreement and elect in the future to become members shall remain members thereafter during the life of this Agreement as a condition of continued employment. All employees hired after the execution of this Agreement 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.

The Port shall discharge or otherwise cause the termination of non-complying employees upon receipt of written request to the Port of Seattle's Director of Labor Relations from IUOE Local 286. Prior to sending a written request for termination to the Port, the IUOE, Local 286 shall notify the affected employee of its intention to request termination. Such termination of employment shall be made following the Port's due process procedures but in no case greater than ten (10) working days after receipt of written request by IUOE Local 286 to the Port of Seattle's Director of Labor Relations.

No employee will be terminated under this subsection 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.

3.02 **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.

3.03 **Payroll Deduction:** Upon receipt of written authorization individually signed by an employee, the Port will have deducted from the pay of such employee the amount of dues, initiation fees, and other such deductions as the employee authorizes as certified by the Union and will transmit the amount to the Union.

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

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

Except as otherwise provided in this Agreement, it is hereby agreed that the enumeration of the above-listed management rights shall not be deemed to exclude other management

rights not specifically enumerated. Any of the rights, powers, functions or authority which the Port had prior to the signing of this Agreement are retained by the Port, except for those rights, powers, functions or authority which are specifically abridged or expressly modified by this Agreement. Any grievance filed based on the collective bargaining agreement must reference the specific article alleged as the basis of the grievance.

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

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

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

ARTICLE 4: Equal Employment Opportunity

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

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

ARTICLE 5: Referral and Change in Employee Status

5.01 When replacement or additional employees are needed, the Port shall notify the Union of the number and classification of employees needed. The Union shall have twenty-four (24) hours from receipt of such notice to nominate applicants for such jobs. The Port shall choose between applicants nominated by the Union and any other applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in the Union.

5.02 The Port agrees to notify the Union promptly of all terminations, layoffs, hires, rehires, promotions, demotions, and other changes in status of personnel working under the terms of this Agreement. Such notice is to be forwarded to the office of the Union within one (1) week after effective date of such change.

5.03 All temporary employees, after completing thirty-one (31) days, shall accrue all benefits as provided other employees covered by the collective bargaining agreement, except seniority as provided under Section 7.04.

5.04 If a regular full-time vacancy occurs at a shop, temporary employees in that shop who have completed six (6) months as a temporary, and who have not had a break in employment in excess of five (5) calendar days, shall be offered the first available regular full-time vacancy/position. Should there be multiple temporary employees who meet the above criteria at the same time of a vacancy/position, seniority from among these temporary employees shall be the sole basis of hiring for these full-time positions.

5.05 If a regular full-time vacancy occurs in a shop and there are no temporary employees in that shop, other temporary employees that have met the criteria in Section 5.04 will have first interview rights to that position.

5.06 Employees awarded bid jobs, at the conclusion of a bid process, to be defined by management, that has resulted from a vacancy or the creation of a new position, must work those awarded positions for a minimum of six (6) months from the declared end of the bidding process. The one exception to this process is that the employee can apply for the head or chief position regardless of how many bids or awards the employee has been awarded. Management will provide notice at the start of the last bidding cycle that the cycle is ending.

ARTICLE 6: Loaning of Employees and Reporting Relationships

6.01 The Port shall not loan, or cause to be loaned, the members of the Union in its employ to any other employer without first securing permission of the Union and then only when applicants possessing the required skill are not available under the referral procedure.

6.02 The Port will supply a current organizational chart designating the supervisory chain of command. The Physical Plant Operations and the Mechanical and Conveyance Systems crews must report according to this chart.

ARTICLE 7: Seniority

7.01 Seniority shall prevail in the reduction of forces and rehire provided the senior employee is competent to perform the work remaining in the plant or boiler room. Management shall be the judge of competency. Employees laid off in accordance with the provisions of this section will be eligible for rehire in inverse order of layoff for a period of one year following layoff.

7.02 Seniority shall prevail in selection of vacant shifts when in management's judgment the senior employee is qualified and suitable for the shift assignment.

7.03 The Port will transmit to the Union a current list of division employees in June of each contract year. Such list will indicate the name of the employee, job classification, and division seniority date, along with the vacation accrual date.

7.04 Any Engineer hired on a temporary basis shall not come under the seniority clause. However, seniority shall be retroactive to date of hire if a temporary employee is selected from a posting to regular employee status without a break in service more than five (5) days from temporary status.

7.05 Seniority shall be based on the following conditions:

For all members of Local 286 working under the jurisdiction of this contract, there shall be one seniority list.

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

Zero (0) to Two (2) years of service:	180 day recall period
Two (2) years and one day to Seven (7) years of service:	12 month recall period
Seven (7) years and one day to Twelve years of service:	18 month recall period
Twelve (12) years and beyond:	24 month recall period

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

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

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

Conveyance Systems: Conveyor Shop Work Group, Passenger Loading Bridge Work Group.

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

For the purposes of layoff: There shall be one seniority list tiered by job classification in the following order: Journeyman, Apprentice, and Utility Worker. Layoff of

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

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

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

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

- Boiler Shop Work Group
- Industrial Waste Treatment Plant work group
- Satellite Transit System Work Group
- Conveyor Shop Work Group
- Passenger Loading Bridge Work Group.

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

7.06 Seniority shall date from day of hire within the bargaining unit but no seniority rights shall be accrued therefrom until after a probationary period of eight hundred (800) working hours. At the end of the probationary period, the employee shall be classified as a regular employee. During this period, such employee shall be considered as being on a trial basis subject to termination at any time at the sole discretion of the Employer. Discharge of an employee during this probationary period shall not be subject to Article XXII of the Grievance Procedure. Management, at its discretion, may waive the probationary period for an employee who has satisfactorily performed a full range of job duties while employed as a temporary employee at Sea-Tac Airport.

7.07 The Port reserves the right to discipline or terminate the employment of any regular non-probationary employee for just cause. The Union shall be notified of any discharge within twenty-four (24) hours thereof.

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

7.09 Management shall have the discretion for selection of employees for promotion. However, if management deems the qualifications of two candidates to be equal, seniority shall be the deciding factor in choosing between the two candidates.

ARTICLE 8: Scope of Work and License Premium and Reimbursement

8.01 It is agreed that an Aviation Division employee qualified to function as a journeyman in the performance of duties required in the Physical Plant and on the Mechanical Equipment shall be paid when assigned in such journeyman level position, exclusive of shift premium payments, a premium of twenty-five cents (25 cents) an hour above the day shift scale of the Operating & Maintenance Engineer, provided the employee has a Grade II or higher license and is capable and available to be assigned unilaterally to fill an operational shift when the Chief Engineer deems it necessary to assure continuity of shift coverage. An operational shift includes all employees working an eight (8) or ten (10) consecutive hour shift.

8.02 Effective June 1, 2004, Mechanical Maintenance Engineers (Conveyor Shop) possessing on that date a Grade II License shall be grandfathered and shall continue to receive twenty-five cents ($.25) per hour premium over the Engineer rate of Pay.

8.03 Operating and Maintenance Engineers (Mechanical Utilities) shall receive a premium of one dollar ($1.00) per hour over the Engineer rate of pay and shall be required to have the following licenses: City of Seattle Steam Engineer Grade II or above, section 608 EPA certification, City of Seattle Refrigeration Engineer Grade A or C. Effective June 1, 2012 Operating and Maintenance Engineers (Mechanical Utilities) shall receive a premium of one dollar and twenty cents ($1.20) per hour over the Engineer rate of pay, with continued license requirements.

8.04 Effective June 1, 2009, it is agreed that an employee on the Loading Bridge crew who has an all-position structural welding/AWS license as required for that position shall be paid, exclusive of shift premiums, a premium of seventy cents ($.70) an hour above the day shift scale of the Mechanical Maintenance Engineer when performing work on the Loading Bridge crew. It is also agreed that an employee who bids onto a shift on the Loading Bridge crew shall remain on the crew for a minimum of two years from the date he/she bids onto a shift.

8.05 Effective June 1, 2009, it is agreed that an employee who bids onto a shift in the IWTP work group shall remain on the crew for a minimum of two years from the date he/she bids onto a shift. In the case where a Head or Chief Engineer position became available,

the two year commitment would be waived to allow the individual to apply for and accept such positions should they be selected.

8.06 The Port will reimburse regular employees annually for license renewals required by the Port, in accordance with state or local statutes. Such licenses include:

Central Plant: City of Seattle Steam Engineer Grade II or above, City of Seattle Refrigeration Engineer Grade A or C, State Backflow Assembly Tester Certification, Structural Welding License, Certified Plumbers License, Cross Connection License, and Operator In Training (OIT).

Loading Bridge Crew: Structural Welding License

8.07 It is understood and agreed between the parties to this Agreement that from time to time the Port may contract with manufacturers or service companies for the performance of certain mechanical equipment maintenance work, all or a portion of which would normally be performed by Port employees covered by this Agreement. Upon the termination of any such contractual arrangement, if the Port determines to assign said work to its own employees, it will be assigned to employees covered by this Agreement and the Port will exert its best efforts to preserve and protect such assignment.

8.08 It is further agreed that all maintenance work historically and presently performed by bargaining unit members covered under this Agreement, will come under the jurisdiction of International Union of Operating Engineers, Local 286.

8.09 The Union consents to and accepts the policy of the Port to continue the past and present practice of compliance with the City of Seattle Steam Engineer License Ordinance and Refrigeration Operator License Ordinance in the manning requirements for the boilers and air-conditioning equipment of the Physical Plant Operating and Maintenance of Airport Utilities, or until such policy of the Port is superseded by a Steam Engineer License Ordinance and/or a Refrigeration Operator License Ordinance enacted into law by the Government of the United States, the State of Washington, the County of King, or any of the political subdivisions thereof having jurisdiction over the Port of Seattle.

8.10 **License Lapse:** Failure to maintain all required licenses will result in loss of premium pay and progressive discipline.

8.11 When an employee covered by this Agreement is taking a class pertaining to work that has been preapproved by the Port at least two weeks before the scheduled course date, the Port shall adjust the employee's work schedule such that it coincides with the class schedule and assign the employee to attend the class.

ARTICLE 9: Classification Categories

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

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

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

9.02 A Utility Worker classification is established and the Utility Worker's duties may vary and shall include but not be limited to such functions as greasing, oiling, changing of filters, or cleaning same and other necessary work as the Chief Engineer or Acting Chief Engineer may assign to the Utility Worker.

(a) It is understood between the Parties that the inclusion of a Utility Worker in the Bargaining Unit shall not be for the purpose of replacing a Journeyman Engineer. The implementation of this classification shall be at the Port's discretion.

(b) The Utility Worker shall be paid fifty five percent (55%) of the Journeyman Engineer's day-shift pay scale for the first year of employment. For the second year of employment, the Utility Worker shall be paid at sixty (60%) of the Journeyman Engineer's day-shift scale. For the third year of employment and thereafter, the Utility Worker shall be paid at sixty five percent (65%) of the Journeyman Engineer's day-shift scale.

(c) Employees in this classification in layoff status as of June 1, 2009 shall be red circled at the June 1, 2008 wage rate if recalled until such time as the current utility worker wage rate exceeds this value.

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

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

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

10.01 The rates of pay for the various classifications of work and all other provisions incidental to wages not covered elsewhere in this Agreement are set forth in Schedule "A", attached hereto and made a part hereof. Also, Appendix No. 1 and Appendix No. 2 along with Addendum No. 1, Parts 1 and 2, are incorporated into the Agreement by this Article.

10.02 Employees shall be paid bi-weekly. Effective upon ratification of the Agreement by the parties, as a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

ARTICLE 11: Shift Premiums

11.01 The (swing shift) premium shall be ten percent (10%) of the straight time hourly rate for all hours worked on shifts starting between 1:00 pm and 5:00 pm and the (graveyard shift) premium shall be fifteen percent (15 %) of the straight time hourly rate for all hours worked on shifts starting between 10:00 pm and 2:00 am. Relief shifts (a combination of days, swing shift, and graveyard in a workweek) shall be compensated at twelve percent (12%) above the straight time rate.

11.02 Shift premiums shall apply to sick leave, vacation, holiday pay, and funeral leave.

11.03 If shift-starting times for mutually affected employees are modified for employee convenience, shift premiums may be waived by mutual agreement between the employee and management.

ARTICLE 12: Hours of Work and Overtime

12.01 Eight (8) consecutive hours shall constitute a day's work, five (5) consecutive eight (8) hour days shall constitute a week's work of forty (40) hours; provided, however, that employees shall receive two (2) consecutive days off. As an exception to this, in the

event of a shift change an employee may make up any time short of 40 hours at the straight-time rate on an optional basis. All hours worked over eight (8) hours per day or forty (40) hours per week shall be considered as overtime and paid for at the rate of time and one-half. Work performed on the sixth consecutive day of the workweek shall be paid for at the rate of time and one-half. Work performed on the seventh consecutive day shall be paid for at the double-time rate of pay.

12.02 Shifts may be scheduled as follows:

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

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

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

12.04 In the event an employee is called back to the premises to perform work of any nature after the employee has completed his/her eight-hour day, the employee shall be paid at the rate of one hour at double the straight-time rate of pay for such a call back, plus additional pay at applicable rate for all additional time actually worked.

12.05 During times of the year with inclement weather, the IWTP may be staffed on a voluntary on-call basis. The maximum response time from the time the call is received to arrival at the IWTP shall be no greater than two (2) hours. Scheduling of staff for on-call coverage shall be made in accordance with Article 12 of the contract. Coverage shall be based on 12 hours of on call duty, either dayshift or graveyard. Employees on call for weekend coverage shall be compensated 10% of the regular rate for IWTP staff, including shift differentials, for being on call. Should the on call staff be required to respond to the IWTP, they will be compensated at the appropriate rate of pay for a minimum of 4 hours. Management will be responsible for managing the call in process of the IWTP staff.

12.06 An employee reporting for a regularly scheduled shift shall receive at least four (4) hours pay at the straight-time rate of pay.

12.07 All work performed in excess of eleven (11) hours per day or fifty-five (55) hours per week shall be compensated for at two (2) times the straight time hourly rate.

12.08 Overtime in each instance shall be paid on one basis only, and there shall be no compounding or pyramiding of overtime.

12.09 The Port will endeavor to equalize overtime in the Work Groups. The Port will post notice of overtime in advance if possible. The Work Groups will keep a list of the amount of overtime for each individual within each work group. This list will be updated weekly by the Chief Engineer responsible for those work groups.

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

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

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

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

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

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

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

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

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

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

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

Payment for holidays shall be as follows:

(a) If the holiday falls on an employee's regularly scheduled workday and the employee does not work, he/she shall be paid ten (10) hours of holiday pay at the employee's straight-time shift rate.

(b) If the holiday falls on an employee's regularly scheduled day off, he/she shall observe their holiday on either the first or last day of their regularly scheduled work week, whichever is closest to the holiday.

(c) If an employee works on the holiday, he/she shall be paid for all hours worked at the applicable overtime rate plus ten (10) hours of holiday pay at the employee's straight-time shift rate.

ARTICLE 13: Holidays

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

New Year's Day	January 1
Martin Luther King's BD	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thurs. in November
Day after Thanksgiving	Fourth. Fri. in November
Christmas Eve	Port designated, day before or after Christmas
Christmas Day	December 25
Two Personal Holidays	To be selected once each contract year (June 1st through May 31st each year)

by the employee, subject to
Management's approval.

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

13.02 All time worked on any of the holidays as listed herein, shall be compensated (exclusive of the eight (8) hours holiday pay at the employee's regular straight-time hourly rate) at double the regular straight-time rate for all hours worked. (See Section 12.10 for ten (10) hour day holiday compensation.)

13.03 A six-month period of employment with the Port is required prior to any personal holiday taken.

13.04 To qualify for holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the holiday unless absence is excused by management.

13.05 All holidays will be awarded based on the seniority of those working the shift (In accordance with section 7.05 purpose of distribution of overtime clause)

ARTICLE 14: Vacations

14.01 Two (2) weeks (80 hours) vacation with pay shall be given to each regular full-time employee who has worked for the Port one year, three (3) weeks (120 hours) vacation with pay after continuous employment of five (5) years, four (4) weeks (160 hours) vacation with pay after continuous employment of ten (10) years, and five (5) weeks (200 hours) vacation with pay after fifteen (15) years of continuous employment.

(a) Employees will have priority of selection of vacation periods in order of seniority.

(b) Unused vacation credits may be carried over into the following year's immediate accrual time by mutual consent of the Parties.

Effective June 1, 2015, three (3) weeks (120 hours) vacation pay shall be given to each regular full-time employee after three (3) years of continuous employment with the Port.

14.02 Pro rata vacation shall be paid to each employee covered by this Agreement, who leaves the employment of the Port of his/her own volition or who shall be terminated by the Port, on the basis of one-twelfth (1/12th) of the scheduled vacation for each month employed by the Port that year, unless said employee shall be discharged for cause or fails to give due notice of resignation.

14.03 If a holiday occurs during the employee's vacation, he/she shall receive an extra day's pay in addition to his/her vacation pay or an extra day of vacation. The Port agrees to cooperate with the employees in arranging their vacations in order that no employee shall be required to take his/her vacation without having at least two weeks' prior notice. However, the Port shall have the privilege of designating the number of employees in a department who can be off for a vacation at any one time.

14.04 A total lapse of service of thirty (30) days or less per year because of illness or layoff (but not discharge) shall not interrupt continuity of service for purposes of vacation eligibility. Where such lapse of service exceeds thirty (30) days per year, vacation pay shall be prorated, based upon actual weeks of service, provided no deduction shall be made for the first thirty (30) days of such lapse of service.

14.05 After six (6) months of continuous employment as a regular full-time employee at the Port, vacation may be taken as earned on the basis of one-twelfth (1/12th) of the scheduled vacation for each month employed by the Port that year, except as limited by the conditions stated in 14.02 above.

14.06 Employees called in to work while on vacation shall receive pay at the time and one-half rate for all work performed. In addition, if the work exceeds four (4) hours or more, said employee will receive another vacation day in lieu of the day worked. Every effort shall be made not to call employees to work during the period they are off on a scheduled vacation.

ARTICLE 15: Jury Duty

15.01 Any employee called for Jury Duty, or as a subpoenaed witness in a Port related case, will be paid the difference between jury or witness pay and the employee's regular shift pay. On any day (Monday through Friday) the employee is dismissed from serving on a jury or as a witness, the employee shall, immediately following dismissal from serving, notify the Port that he/she is available for work; and the Port shall have the option of having the employee work or paying the employee the sum of money as provided above.

15.02 If any employee fails to notify the Port as provided above, the employee shall disqualify himself/herself from receiving the pay differential. Jury Duty or witness service is not to be included when computing overtime.

15.03 Management will modify the schedule of an employee who is scheduled on Jury Duty to a Monday through Friday workweek. If the employee works on his or her days off or weekends, the employee shall be compensated at the overtime rate for those days. If the employee works beyond his or her scheduled shift or is called in after serving on jury duty and a combination of jury duty and work exceeds eight hours in a day, they shall be compensated at the overtime rate for those hours in excess of eight. However, an

employee who serves on jury duty in excess of eight hours in a day or 40 hours in a week will not be compensated for overtime.

ARTICLE 16: Funeral Leave

16.01 Any employee who suffers a death in the employee's immediate family will be allowed twenty-four (24) if working eight (8) hour shifts or thirty (30) hours if working four (4) ten (10) hour shifts paid leave compensated at the employee's regular shift rate as a result of the employee's absence, provided that the employee attends the funeral. The employee may be allowed up to an additional two (2) days of paid leave if the funeral is out of state. Immediate family shall be defined as spouse or domestic partner; daughter, son, mother, father, sister, brother, of employee, spouse or domestic partner; grandparents, grandchildren, stepmother, stepfather of employee.

ARTICLE 17: Medical, Dental, Life and Disability Benefits

17.01 Effective June 1, 2015, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand one hundred and fifty dollars ($1,150.00) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2016, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand two hundred and twenty-five dollars ($1,225.00) on behalf of each eligible employee covered by this Agreement.

Effective June 1, 2017, the Employer shall pay into the Locals 302 and 612 of the International Union of Operating Engineers Construction Industry Health and Security Trust, a monthly sum of up to one thousand three hundred dollars ($1,300.00) on behalf of each eligible employee covered by this Agreement.

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

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

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

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

17.02 **Medical, Dental and Life Insurance:**
On the fifteenth of the next month following the date of hire, eligible employees shall receive the monthly trust payment for medical, dental and life insurance coverage for themselves and their eligible dependents. Example: For, a newly hired employee with a start date of January 2, 2009, the Port shall make a Trust payment for that newly hired employee February 15, 2009 for coverage to begin March 1, 2009. The eligibility and other conditions of coverage shall be established between the employee and the Trust providing such benefits.

17.03 **Long-term Disability:**
On the first of the month following the date of hire, eligible employees shall receive long-term disability coverage. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

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

17.05 **Flexible Spending Accounts:**
Employees shall be eligible for participation in the Port of Seattle's Flexible Spending Account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that the content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provisions of this agreement or to negotiation by the Union.

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

ARTICLE 18: Pension and Trust Funds

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

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

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

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

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

ARTICLE 19: Sick Leave

19.01 Each regular employee covered by this Agreement shall be entitled to six (6) days paid sick leave each anniversary date up to the maximum provided below. The payment of such sick leave benefits will be subject to the following further conditions and requirements.

19.02 An employee will qualify for sick leave benefits as provided subsequently in this article on the anniversary date of his/her 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 Port except as provided in 19.03 below.

19.03 Based on a pro rata share of 1500 straight-time hours worked per year and upon completion of two (2) years of continuous employment, regular employees shall receive up to 6.67 hours per month of sick leave, not to exceed the appropriate number of working days for any employee in any anniversary year.

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

19.05 A certificate from a qualified physician, which certifies and attests to the employee's inability to perform his regular and customary work because of illness, may be required by the Port. Sick leave benefits shall apply only to bona fide cases of non-occupational illnesses which are not covered by State Industrial Insurance, except as otherwise

provided in Section 19.07. The Union and the Port agree to cooperate to prevent sick leave abuses.

19.06 Any unused sick leave benefits shall be accumulated into a sick leave bank up to a maximum of one hundred twenty (120) days to be used for future illness of an employee as his/her needs may require, but 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 that upon termination or retirement following five (5) years of continuous employment in a regular position, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 120-day limit) at the rate of pay at termination.

19.07 The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:

(a) In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

(b) An employee who is collecting Workers' Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from his/her accumulated sick leave bank to supplement his/her disability benefits, provided the total daily or weekly amount of benefits received does not exceed his/her daily or weekly base wage rate, until such time as his/her sick leave bank is depleted.

(c) Starting on the first day of a non-occupational disability due to an accident or the fourth day of a non-occupational disability due to illness, sick leave benefits shall be paid only to the extent that they supplement disability insurance coverage so that the combined sick leave and disability total payments do not exceed the employee's normal rate of pay.

19.08 Shared Leave – Shared leave will be available as prescribed in People Programs Policy HR – 5.

ARTICLE 20: Savings Clause

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

ARTICLE 21: Labor Disputes

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

21.02 In regards to an employee's file and disciplinary history, written warnings, documented verbal warning, and other evidence of discipline will not be considered as a basis for progressive discipline if the employee has no additional documented disciplinary action taken for at least 24 months. This does not apply to a finding of gross misconduct.

21.03 This Agreement supersedes all previous Memoranda of Understanding.

ARTICLE 22: Grievance and Arbitration Procedure

22.01 Grievances arising between the Port, its employees, and/or the Union with respect to the interpretation or application of the terms of this Agreement shall be settled according to the following steps:

Step 1 All grievances submitted by either the Port, the employee or the Union must be filed within thirty (30) calendar days of the time of occurrence. The employee must first present his/her grievance to the Mechanical Systems Manager or the Conveyance Systems Manager or designee for settlement. If it cannot be settled between these parties within seven (7) calendar days following presentation, then the Union may elect to go to Step 2.

Step 2 The charging party must file within seven (7) calendar days a statement of the grievance in writing (from the Union to the Port's Director of Labor Relations or from the Port to the Union's Business Representative) which shall contain the following information:

(a) The detailed facts upon which the grievance is based;

(b) Reference to each Article and Section of the Agreement alleged to have been violated;

(c) The remedy sought; and

(d) A suggested time for meeting to discuss a settlement.

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

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

(1) The Federal Mediation and Conciliation Service provide a list of five (5) names.

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

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

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

ARTICLE 23: Union Activities

23.01 The Port agrees to recognize the International Union of Operating Engineers, Local 286, and its appointed stewards who shall represent the Bargaining Unit employees as defined by law and in accordance with this collective bargaining agreement on behalf of the Union as an observer in negotiations and in adjustments of disputes that arise out of the interpretation or application of this Labor Agreement. The Union shall provide notice to the Port with the names of one shop steward from each plant (Mechanical Utilities and Conveyance Systems) and one alternate from each plant. No more than two (2) stewards shall attend negotiations and no more than one (1) steward shall attend either a grievance or disciplinary meeting.

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

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

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

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

23.03 **Labor Management Committee:** The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish a joint labor-management committee to continue the collaborative process during the term of the Agreement.

The joint labor-management committee will be made up of three (3) Port representatives and three (3) Union members covered under this Agreement, plus the Union Business Representative. The Port's Labor Relations Staff will be available to assist the Committee. The Committee will not discuss pending grievances. The Committee will meet on a bi-monthly basis, unless mutually agreed to meet on a more frequent or less frequent basis.

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

ARTICLE 24: Safety and Health

24.01 The Port and the Union hereby reaffirm their commitment and obligation to fully and completely support safe working practices and to provide safe and healthful working

conditions pursuant to the regulation procedures and safety training requirements in the Port's Aviation Maintenance Health and Safety Site Specific Safety Plan.

ARTICLE 25: Parking

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

ARTICLE 26: Deferred Compensation

26.01 As provided below in this article, Local 286 Port bargaining unit employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981). Eligibility and participation of said employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to any other provisions of this Labor Agreement or to negotiation by the Union.

ARTICLE 27: Leave Without Pay

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

ARTICLE 28: Safety Shoes

28.01 The Port shall pay regular employees a $120.00 stipend each contract year for the purchase price or repair of ASTM 2413 approved footwear (Z41-1999). The stipend shall be paid in the first pay period of each contract year.

ARTICLE 29: Duration, Termination, and Modification

29.01 This Agreement shall remain in effect from date of execution in 2016 to and including May 31, 2018.

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

IN WITNESS WHEREOF, we attach our signatures this 19th day of January, 2016.

PORT OF SEATTLE

By: _____
Theodore J. Fick, Chief Executive Officer

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

By: _____
Richard Spencer, Business Manager

By: _____
Jeff Frazier, General Counsel

APPENDIX #1
(Port of Seattle Operating Engineers 286)

Physical Plant Operation and Maintenance Jurisdiction

The operation and maintenance of all boilers, compressors, pumps, refrigeration units, power generators, air conditioning and heating systems, and all other machinery, vessels, equipment, and related appurtenances and auxiliaries on the premises of Sea-Tac International Airport coming within the confines of the areas of responsibility for Airport Utilities assumed by the Port of Seattle will come under the Jurisdiction of Operating Engineers, Local 286.

It is understood and agreed that those employees, covered under this Agreement, assigned to duties within the designated areas of the Physical Plant Operation and Maintenance, responsible for the successful operation and maintenance of the Airport Utilities that come under the jurisdiction of Operating Engineers, Local 286, will not be responsible for the Airport Facilities mechanical and conveyance systems maintenance work, except to lend assistance in the case of emergencies, provided such action will not jeopardize the safe operation and maintenance of said Airport Utilities.

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

Operating and Maintenance Engineer

The term Operating and Maintenance Engineer shall mean, for purposes of coverage under this Agreement, all employees who have as their primary duties the responsibility to operate, maintain, repair, service and overhaul all boilers, compressors, pumps, refrigeration units, power generators, air conditioning and heating systems and all other machinery, vessels, equipment, and related appurtenances and auxiliaries within the confines of the premises of the Airport that come under the Jurisdiction of Operating Engineers, Local 286.

Head Operating and Maintenance Engineer

At the discretion of the Mechanical Systems Manager, a journeyman status Operating and Maintenance Engineer may be designated as Head Operating and Maintenance Engineer, responsible to the Chief Engineer, to supervise those employees assigned to operate, maintain, repair, service and overhaul all boilers, compressors, refrigeration equipment, power generators, air conditioning and heating systems, and all other machinery, vessels, and related appurtenances and auxiliaries within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 286.

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

Lead Operating and Maintenance Engineer

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

Industrial Wastewater Treatment Plant (IWTP)

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

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

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

APPENDIX #2

Mechanical and Conveyance Equipment Maintenance Jurisdiction

The maintenance, repair, and renovation of all mechanical and conveyance equipment for Airport Facilities on the premises of Sea-Tac International Airport coming within the confines of the areas of responsibility for mechanical and conveyance equipment assumed by the Port of Seattle will come under the jurisdiction of Operating Engineers, Local 286.

It is understood and agreed that those employees, covered under this Agreement, assigned to duties within the designated areas of the mechanical and conveyance equipment maintenance responsible for the maintenance, repair and renovation of the Airport Facilities that come under

the jurisdiction of Operating Engineers, Local 286, will not be responsible for the Airport Utilities operation and maintenance duties, except to lend assistance in the case of emergencies, provided such action will not interfere with performance of priority mechanical work of said Airport Facilities.

Mechanical Maintenance Engineer

The term Mechanical Maintenance Engineer shall mean, for purposes of coverage under this Agreement, all employees who have as their primary duties the responsibility to maintain, service, repair, alter, modify, renovate and overhaul all mechanical and conveyance equipment within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 286.

Head Mechanical Maintenance Engineer

At the discretion of the Conveyance Systems Manager, a journeyman-status Mechanical Maintenance Engineer may be designated as Head Mechanical Maintenance Engineer, responsible to the Chief Engineer, to supervise those employees assigned to maintain, service, repair, alter, modify, renovate and overhaul all mechanical and conveyance equipment within the confines of the premises of the Airport that come under the jurisdiction of Operating Engineers, Local 286.

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

Lead Operating & Maintenance or Mechanical Maintenance Engineer

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

SCHEDULE A
Job Classifications and Rates of Pay

Upon execution of the ratified contract, each current active member of the bargaining unit then on the payroll (including those employees who retired during the course of bargaining this Agreement) shall receive a lump sum in the amount of 2.8% of W-2 gross wages paid from June 1, 2014 to the date of execution of this Agreement. This payment shall not trigger any additional or retroactive pension payments.

Effective upon execution of this Agreement – Base Wage rates shall be increased by three percent (3%).

Effective June 1, 2016 – Base wage rates shall be increased by three percent (3%).

Effective June 1, 2017 – Base wage rates shall be increased by three percent (3%).

Classifications	***Hourly Wage Scales*** *Effective* Upon Mutual Execution	***Hourly Wage Scales*** *Effective* 6/1/2016	***Hourly Wage Scales*** *Effective* 6/1/2017
Engineer (Journeyman) (Operating and Maintenance/Mechanical)	$38.49	$39.64	$40.83
Engineer (Journeyman with/Grade II License) (Operating and Maintenance/Mechanical)	$39.69	$40.84	$42.03
Mechanical Maintenance Engineer Loading Bridge (with Structural Welding AWS Certificate)	$39.19	$40.34	$41.53
Lead Operating and Maintenance/ Mechanical Maintenance Engineer (5% above Journeyman scale)	$40.41	$41.62	$42.87
Lead Operating and Maintenance/ Mechanical Maintenance Engineer (with Grade II License)	$41.61	$42.82	$44.07
Head Operating and Maintenance/ Mechanical Maintenance Engineer (15% above Journeyman scale)	$44.26	$45.59	$46.95
Head Operating and Maintenance/ Mechanical Maintenance Engineer (with Grade II License)	$45.46	$46.79	$48.15

Classifications	*Hourly Wage Scales* *Effective* Upon Mutual Execution	*Hourly Wage Scales* *Effective* 6/1/2016	*Hourly Wage Scales* *Effective* 6/1/2017
Chief Operating Maintenance/Mechanical Engineer (25% above Journeyman Scale)	$48.11	$49.55	$51.04
Chief Operating Engineer (with Grade II License)	$49.31	$50.75	$52.24

Apprentice Classifications (Percentage of Journeyman Scale)		*Hourly Wage Scales* *Effective* Upon Mutual Execution	*Hourly Wage Scales* *Effective* 6/1/2016	*Hourly Wage Scales* *Effective* 6/1/2017
1st 6 Months	60%	$23.09	$23.78	$24.50
2nd 6 Months	65%	$25.02	$25.77	$26.54
3rd 6 Months	70%	$26.94	$27.75	$28.58
4th 6 Months	75%	$28.87	$29.73	$30.62
5th 6 Months	80%	$30.79	$31.71	$32.66
6th 6 Months	85%	$32.72	$33.69	$34.71
7th 6 Months	90%	$34.64	$35.68	$36.75
8th 6 Months	95%	$36.57	$37.66	$38.79
9th 6 Months	100%	$38.49	$39.64	$40.83
Utility Worker Classifications (Percentage of Journeyman Scale)		***Hourly Wage Scales*** *Effective* Upon Mutual Execution	***Hourly Wage Scales*** *Effective* 6/1/2016	6/1/2017
1st Year	55%	$21.17	$21.80	$22.46
2nd Year	60%	$23.09	$23.78	$24.50
3rd Year (and thereafter)	65%	$25.02	$25.77	$26.54

ADDENDUM 1

Journeyman, Upgrading, Apprentice and Trainee Training Program

A. It is jointly desirous by the Employer and the Union to upgrade and advance the skills of Stationary Journeyman Engineers and to train and develop Stationary Engineer Apprentices and Trainees.

B. Stationary Engineers Local No. 286, affiliated with the International Union of Operating Engineers, and Industry representatives, assisted by the Apprenticeship Division, Department of Labor and Industries have prepared Stationary Engineers Apprenticeship Standards that are approved by and registered with the Washington State Apprenticeship and Training Council and become a part of the Apprenticeship Agreements registered under the standard "Western Washington Stationary Engineers Apprenticeship Standards."

C. The Washington State Apprenticeship and Training Council and the Department of Labor and Industries and assisting agencies, the Division of Vocational Education and Department of Employment Security, are available to assist in Program Administration. The staff of the Washington State Apprenticeship and Training Council under the Department of Labor and Industries, and the Bureau of Apprenticeship and Training, U.S. Department of Labor, is available to assist in program development. The Union and the Port will request their assistance in developing a program for the Port's conveyance systems.

D. The Department of Research and Education of the International Union of Operating Engineers, Washington, D.C. has established a National Joint Apprenticeship and Training Committee for Stationary Engineers to develop and register National Apprenticeship Standards for Stationary Engineers. A Curriculum Committee for Stationary Engineers, under the auspices of the National Joint Committee, has developed a "Program of Instruction" to take an apprentice to the level of performance established in the National Apprenticeship Standards and coordinated with each State Apprenticeship and Training Standards.

E. Stationary Engineers Local No. 286, in coordination with the International Union of Operating Engineers, has developed an educational curriculum to provide technical instruction and practical demonstration for the purpose of upgrading and advancing the knowledge and skills of the Journeyman in the trade of the Stationary Engineer.

F. The Employer, who is a party to this Collective Bargaining Agreement, will cooperate with the Stationary Engineers, Local 286, regarding Journeyman Upgrading, Apprenticeship and Training, Training Trust, as outlined in this Document, and enforce the participation thereof of bargaining unit employees covered under the terms of this Agreement to fulfill their training obligations.

G. Stationary Engineers Local No. 286 shall strive to promote the mutual benefits and ultimate advantages of the Stationary Engineers Local 286 Journeyman Upgrading,

Apprenticeship Training and Training Trust, as outlined in this Document, to the best interests of the Employer, who is a party to this Collective Bargaining Agreement, and the Union members covered under the terms of this Agreement.

H. The Employer retains the right to terminate any apprentice at any time during the training program if the apprentice voluntarily abandons further training or if the apprentice is dropped from the training program by the Joint Apprenticeship Training Committee.

I. Stationary Engineers Local No. 286. Union of Operating Engineers, has now, and will hereafter, enter into collective bargaining agreements with certain employers requiring payments by the employers into a trust fund for the purpose of providing their employees, who are represented by Stationary Engineers Local Union No. 286, with a journeyman upgrading, apprentice and training program, said trust fund to be known as the "Stationary Engineers Local 286 Journeyman Upgrading, Apprenticeship Training and Training Trust," a joint labor-management trust established in accordance with applicable provisions of the Internal Revenue Code, the Labor-Management Relations Act, and Employees Retirement Income Security Act.

J. Effective June 1, 1998 (on May 1998 hours) the Employer who is a party to this Collective Bargaining Agreement, agrees to participate in the Western Washington Stationary Engineers Local 286 Journeyman Upgrading, Apprenticeship Training and Training Trust Program. The Employer further agrees to remit the regular established contribution rate, as determined by the Trustees of the Fund.

K. Effective on the first of the month following the signing of this Agreement, the Employer, who is a party to this Collective Bargaining Agreement, shall contribute $25.00 per each bargaining unit employee on the payroll of the Employer, who received eighty (80) hours or more compensation in the preceding calendar month, to the Stationary Engineers Local No. 286 Journeyman Upgrading, Apprenticeship Training and Training Trust.

L. The total amount due for each calendar month shall be remitted in a lump sum to "Stationary Engineers Local No. 286 Journeyman Upgrading, Apprenticeship Training and Training Trust," in care of the depository selected by the Trustees of the fund, not later than ten (10) days after the last business day of such month.

M. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the Stationary Engineers Local No. 286 Journeyman Upgrading, Apprenticeship Training and Training Trust and by any amendments to said trust agreement heretofore and hereafter adopted.

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

SIGNED this 19th **day of,** January**, 2016**

PORT OF SEATTLE

By: _____
Theodore J. Fick, Chief Executive Officer

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

By: _____
Richard Spencer, Business Manager

By: _____
James Burnson, Training Director

ATTACHMENT #1

MEMORANDUM OF AGREEMENT

By and Between

Port of Seattle

And

International Union of Operating Engineers, Local No. 286

The Port and the Union hereby agree that 4-10 schedules for both swing and graveyard shifts in both Mechanical Utilities and Conveyance Plants shall be discussed in a labor / management forum during the term of the successor agreement (Agreement) to the June 1, 2011 – May 31, 2015 Collective Bargaining Agreement.

The purpose of the discussion will be to establish a 4-10 work schedule on either of the off shifts in either of the plants.

When such 4-10 shifts are established, the shift bidding provisions of the Agreement will be temporarily held in abeyance and only those employees currently assigned to either the swing or graveyard shifts in the respective plants may bid on the shifts established, with the understanding that seniority will prevail in the assignment of shifts. After the initial bidding and assignment of shifts, the shift bidding provisions of the Agreement again control.

Dated: January 19, 2016

PORT OF SEATTLE

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

IUOE, LOCAL NO. 286

By: _____
Richard Spencer
Business Manager

By: Jeff Frazier
Jeff Frazier
General Counsel

ATTACHMENT #2

LETTER OF UNDERSTANDING

The parties agree that with respect to Section 10.02, the following five (5) employees shall have the option of not participating in the Port's direct deposit program for payroll purposes:

1. James Gamble
2. George Camacho
3. John Causey
4. Dmitri Ignatenkov
5. Doug Smith
6. Terry Chapman

Dated: January 19, 2016

PORT OF SEATTLE

By: Theodore J. Fick
Theordore J. Fick
Chief Executive Officer

IUOE, LOCAL NO. 286

By: R
Richard Spencer
Business Manager

By: Jeff Frazier
Jeff Frazier
General Counsel

ATTACHMENT #3

LETTER OF UNDERSTANDING

The Port agrees, effective upon ratification, to reimburse the License Renewal Reimbursement Requests previously denied as listed below:

1. Albee – Plumbing License – grievance filed on 7/31/14 in abeyance
2. Bynum – Refrigeration Journeyman Mechanic A – grievance filed on 7/22/14 in abeyance
3. Casem – Refrigeration Journeyman Mechanic A
4. Grant – Refrigeration Journeyman Mechanic C
5. Jonassen – Water Distribution Manager 1
6. Isquierdo – Water Distribution Manager 3

Dated: January 19, 2016

PORT OF SEATTLE

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

IUOE, LOCAL NO. 286

By: _____
Richard Spencer
Business Manager

By: Jeff Frazier
Jeff Frazier
General Counsel