

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE PORT OF SEATTLE**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION #46**

**REPRESENTING ELECTRICIANS**

**JUNE 1, 2010 – MAY 31, 2012**

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**PORT OF SEATTLE ELECTRICAL MAINTENANCE AGREEMENT  
BETWEEN THE  
PORT OF SEATTLE  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 46**

Effective June 1, 2010 through May 31, 2012

These articles constitute a maintenance agreement, the terms of which have been negotiated in good faith between the Port of Seattle and the International Brotherhood of Electrical Workers (IBEW) Local 46. This agreement shall be subject to approval by the Commissioners of the Port of Seattle.

The Port of Seattle maintenance divisions covered by this agreement provide maintenance, additions, alterations, repair, renovation on Port owned facilities. The Port of Seattle as owner and operator of Seattle-Tacoma International Airport, and numerous Seaport properties in the geographic area between the Duwamish waterway to Shilshole Bay Marina, is responsible for continuous safe operation of a great variety of facilities with numerous complex electrical systems seldom encountered in a construction environment, which are essential to commerce, health and safety of people who travel through and reside in King County Washington. This agreement reflects the mutual intent of the parties to facilitate the performance of maintenance electrical work in a critical operations environment, which contributes to this effort.

Employees working under this agreement perform electrical maintenance work, as traditionally performed by Port maintenance electricians on Port owned premises, including additions, alterations, repair and renovation as directed or assigned to Port maintenance electricians by the Port.

**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: NON-DISCRIMINATION**

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

**ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

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

### 3.2 **Dues and Fees**

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

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

**Section 2.** The Port shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request to the Port's Director of Labor Relations from the IBEW Local 46. Prior to sending a written request for termination to the Port, the IBEW Local 46 shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

- 3.3 **Payroll Deduction** - Upon receipt of written authorization individually signed by an employee, the Port will have deducted from the pay of such employee the amount of dues and initiation fees as certified by the Union and will transmit the amount to the Union.
- 3.4 **Indemnification** - The Union will indemnify and hold the Port harmless against any claims made and against any suit instituted against the Port on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.
- 3.5 **Hiring Procedure** – The Port of Seattle is a public employer subject to the requirements of Chapter 53.18 RCW and Chapter 41.56 RCW regarding employment relations, collective bargaining, and ability to hire personnel. In accordance with Chapter 53.18.060 the parties agree that this labor agreement does not restrict the right of the Port of Seattle in its discretion to secure its regular or steady employees from the local community, according to the Port's internal hiring procedures. All new employees hired in this manner are subject to the terms and conditions of this Agreement.

## **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.1 **General** - The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.
- 4.2 **Rights Enumerated** – Unless modified by this Agreement, the Port shall have the right to determine staffing levels and work locations; determine any given employee's job classification consistent with this Agreement; recruit, examine, hire, appoint, promote, demote, train, transfer, assign, layoff, and discipline and discharge seniority employees for just cause; direct and assign the work; develop and modify classification specifications consistent with this Agreement; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes and personnel by which work is performed; establish rules; secure its seniority and limited duration employees from the local community, specify certain employees as seniority employees, subcontract work as allowed by this agreement, allow tenants and leaseholders doing business with the Port to do the work covered by this agreement on their leased premises only, and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work unit. Limited duration employees may be terminated without just cause and without recourse to the grievance procedure regarding termination.

Due to the unique nature of the operations of the Port of Seattle, the demands for skilled electricians are highly variable in specific skills and equipment, numbers of crew and required response time. The parties have negotiated in good faith on the subject of subcontracting, with the interest of IBEW being maintaining job security and the interest of the Port of Seattle being the ability to adapt to the ever-changing maintenance requirements of the complex systems maintained by the Port of Seattle as well as public statutes and policies regarding purchasing of goods and services as a public entity. To this end the parties have recognized the difficulty of adopting specific language limiting the right of the Port of Seattle to subcontract, if the need arises, work traditionally performed by employees covered by this agreement. Although, if the Port subcontracts, then the employees working under this agreement shall not be laid off, transferred, or suffer loss of regular work hours due to subcontracting as allowed in this Agreement.

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

- 5.1 **Rates of Pay** – The following rates of pay shall apply:

<u>Journeyman Wireman:</u>	
Effective June 1, 2010	\$41.45
Effective the First Day of the First Pay Period in January 2011	\$41.85

## Effective June 1 ,2011

Base wage rates shall be increased by the sum of 100% of the percentage increase in the CPI Index for Seattle with a minimum increase of not less than 2% nor more than 6%. The index used shall be CPI-W, covering the period February 2010 to Feb. 2011.

In recognition of the first time agreement/application of a CPI indexed COLA wage increase for 2011, the Port agrees to pay a one-time cash payout of 1% of the total of all hours compensated for the time period of June 1, 2010 through May 31, 2011, calculated at the new June 1, 2011 hourly rate of pay.

If you have worked in more than one classification or on different shifts during the last 12 month period, your June 1, 2011 hourly rate of pay for the one-time payout will be based on the classification and shift differential for which you were compensated for 51% or more of the time during the 12-month period between June 1, 2010 and May 31, 2011. The 1% one-time cash payout shall be paid on the first pay period of July 2011.

Foreman/Crew Chief	10% above Journeyman
Temporary Assigned Foreman/Crew Chief	10% above Journeyman Wireman*
General Foreman/General Crew Chief	20% above Journeyman
Apprentice	According to Puget Sound JATC
Cable Splicer	10% above Journeyman Wireman*
Welder	5% above Journeyman Wireman*
CDL	5% above Journeyman Wireman*
High Time	5% above Journeyman Wireman*

\*Employees will be paid this premium only while working in these capacities.

**The wage increase shall be retroactive to June 1, 2010.**

**5.2 Classifications** – Electrical work under this Agreement shall be performed by the following classifications: Journeyman Wireman, Apprentice, Foreman/Crew Chief, and General Foreman/General Crew Chief.

### **5.3 Definitions**

**5.3.1 Division** – This Agreement applies to those two divisions of the Port of Seattle known as Real Estate Division and Aviation Division.

**5.3.2 Seniority Employee**- A seniority employee is an employee employed by the Port of Seattle who has worked in the bargaining unit at least 3,120 hours in a 24-month continuous period of time. Once an employee attains seniority employee status, seniority shall be retroactive to their date of hire in the classification.

**5.3.3 Limited Duration Employee**- A limited duration employee is an employee employed by the Port of Seattle who has not worked in the bargaining unit at least 3,120 hours in a

24-month continuous period of time. Limited duration employees are at will and do not accrue seniority.

- 5.3.4 Use of Limited Duration Employees** – The Port will notify the Union within two (2) weeks when it hires a limited duration employee. The notice will include the classification, division hired, basis for the hire, and expected length of employment.
- 5.3.5 Journeyman Wireman** – A journeyman wireman must possess a valid Washington State EL01 Electrician Certificate.
- 5.3.6 Foreman/Crew Chief** - Whenever an employee is assigned the responsibility of the supervision of employees or the coordination of subcontractors on a project or routine work assignment, he/she will be paid at least the foreman’s scale. Foreman/Crew Chief shall perform duties with regards to: supervision, assignments, track and report on performance, safety and compliance, and other duties as assigned.
- 5.3.7 General Foreman/General Crew Chief** - Whenever an employee is assigned the responsibility of supervision of multiple crews and/or multiple shifts, where other Foreman/Crew Chiefs have been assigned to manage crews, he/she will be paid at least the General Foreman/General Crew Chief scale. A General Foreman/General Crew Chief has the responsibility of supervision/coordination of multiple Foreman and/or multiple shifts.
- 5.3.8 High Time** – When working at heights over 75 feet on lift equipment or scaffolding, Electricians shall receive a premium of 5% per hour.

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

- 6.1 Standard Five-Eight (5x8) Work Schedule** – The standard workweek shall be five (5) consecutive days Monday through Friday on the basis of eight (8) consecutive hours per day, with a thirty (30) minute meal period.
- 6.2 Optional Four-Ten (4x10) Work Schedule at the Real Estate Division** – In the Real Estate Division the Port, with the agreement of the employee, may schedule workweeks, which consist of four (4) consecutive work days of ten (10) consecutive hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4x10) work schedule will provide for three (3) days off which will be consecutive days, with at least one (1) day being a Saturday or Sunday, except when transitioning between a 4x10 and 5x8 schedule. The employee may opt out of a four-ten (4x10) schedule with two (2) week’s notice to the employer.

Management at the Real Estate Division may schedule five-eight (5x8) and four-ten (4x10) work schedules with different shift start times on the same shift at its discretion. Management at the Aviation Division may schedule five-eight (5x8) work schedules with different shift start times on the same shift at its discretion.

- 6.3 Standard and Alternative Workweek Start Times and Shift Definitions** - An alternative workweek shall be five (5) consecutive days of any of the following schedules: Tuesday through Saturday, Sunday through Thursday; and at the Real Estate Division during cruise ship season Saturday through Wednesday, on the basis of eight (8) consecutive hours per day, with a thirty (30) minute meal period. There shall be no more than four (4) maintenance electricians on Saturday day shift, no more than four (4) on Saturday swing shift; no more than four (4) on Saturday graveyard shift. There shall be no more than four (4) maintenance electricians on Sunday day shift, no more than four (4) on Sunday swing shift, and no more than four (4) on Sunday graveyard shift.
- 6.3.1 Day Shift** - An employee assigned to work on a shift beginning between the hours of 6:00 A.M. and 8:00 A.M. will be considered to be on day shift.
- 6.3.2 Swing Shift** - An employee assigned to work on a shift beginning between the hours of 2:00 P.M. and 5:00 P.M. will be considered to be on swing shift. The pay rate for an employee assigned to swing shift will be his/her base hourly rate of pay plus ten (10) percent. An employee who is regularly assigned to the swing shift will have all compensable time paid at the swing rate of pay.
- 6.3.3 Graveyard Shift** - An employee assigned to work on a shift beginning between the hours of 11:00 P.M. and 1:00 A.M. will be considered to be on graveyard shift. The pay rate for an employee assigned graveyard shift will be his/her base hourly rate of pay plus fifteen (15) percent. An employee who is regularly assigned to the graveyard shift will have all compensable time paid at the graveyard rate of pay.
- 6.4 Changes to Shift** - Changes to work schedules will require one (1) week notice to affected employees. If the employer does not meet notification requirements, the employee will be paid at the higher shift rate until the notification requirement is met.

## **ARTICLE 7: OVERTIME**

- 7.1 Overtime** - All work performed outside of the regularly scheduled working hours shall be considered overtime. When Employees are required to work more than three (3) hours of overtime beyond their established shift, the Employee shall be allowed a paid thirty (30) minute meal period prior to or during the overtime period. The paid meal period shall be scheduled by the Employer.
- 7.2 Scheduled overtime work** - Scheduled overtime shall be defined as overtime with at least sixteen (16) hours of advance notice to the employee before the overtime will begin, except when an employee is notified of a shift extension request prior to leaving work. Scheduled overtime work will be offered to seniority employees prior to all other employees on the same shift except in those instances where seniority employees are not readily available. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the division in which the overtime will be worked. When limited duration employees are used as part of a crew involved in a specific work task, they will be allowed to work the overtime that is

involved with that specific work task. A minimum shift for scheduled overtime shall be four (4) hours, unless the scheduled overtime is immediately before or after a regularly scheduled daily shift. When employees report for management approved scheduled overtime and are told not to start work, the employee shall receive four (4) hours of applicable overtime pay.

**7.3 Shift Extension** – A shift extension shall be defined as one of the following:

- (1) where an employee is provided at least sixteen (16) hours of notice before an early start time or notified prior to the end of their current shift to report early for their next shift; or
- (2) where an employee is notified prior to the end of their current shift to stay late on that shift.

**7.4 Overtime Rates of Pay**

**7.4.1 Time and One-half Overtime (1½) Rates** - During the regular five-eight (5x8) work week the first two (2) hours of scheduled overtime worked shall be at one and one half (1½) times the regular shift rate. During the first eight (8) hours of work on the fifth (5<sup>th</sup>) day on a 4x10 schedule at Real Estate or the sixth (6<sup>th</sup>) day on a 5x8 schedule, the overtime rate shall be one and one-half (1½) times the regular shift rate.

**7.4.2 Double Time Overtime Rates** - All other overtime beyond the hours specified in Section 7.4.1 and on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of a 4x10 schedule or the seventh (7<sup>th</sup>) day of a 5x8 schedule shall be paid at double (2x) the shift rate. For the 4x10 Real Estate Division employee, all hours worked beyond their normal shift end time shall be paid at double (2x) the employee's regular shift rate of pay.

**7.5 Unscheduled emergency overtime work** – In the event of unscheduled emergency overtime work, if work management is not aware of in advance, management may offer overtime to whomever is most available. However, when possible, management will make a good faith attempt to offer this overtime to seniority employees, who are in the same division in which the overtime will be worked, prior to limited duration employees.

**7.6 Overtime Authorization** – All overtime will be authorized in advance by the manager/designee in writing, except in emergencies.

**7.7 Callout** – A “callout” will be defined as overtime where less than sixteen (16) hours of notice is provided to the employee, prior to the start of the work being requested. This applies when an employee has ended their normal shift and has left the premises, not to a Shift Extension. A minimum of four (4) hours at the employee's double time (2x) shift rate will be paid for each callout. Employees, who are still on the jobsite working during the four (4) hour call-out period, may be required to take other emergency calls, if the call occurs during the four (4) hour call-out period. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the employee's double time (2x) shift rate.

**7.8 Off-Duty Time** – The Port and the Union recommend at least eight (8) hours of off-duty time for any employee who moves to a different shift or who works overtime before or after a shift. However, at the option of the employee, the employee may take PTO, LWOP, or work their

regularly scheduled daily shift after working overtime before or after their shift. Due to safety concerns, the Port may require employees to take off-duty time.

- 7.9 **Phone Consultation Pay** – With approval or direction from a Crew Chief or Foreman, to call an employee outside of his or her shift to seek technical advice or support, the employee giving the advice over the phone shall be compensated at the double (2x) time rate in one-half (.5) hour intervals per phone call. Phone consultations to employees outside their regular shift in regards to scheduling or other non-technical support shall not result in any compensation. Multiple calls within a thirty (30) minute interval shall not be compensated as separate calls.

## **ARTICLE 8: HOLIDAYS**

- 8.1 **Designated Holidays** - The following ten (10) days shall be observed and recognized as paid holidays for employees: New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, the day before or the day after Christmas Day and Christmas Day as observed by the Port.
- 8.2 **Pay for Time Worked on Holidays** – Employees who perform work on any of the above holidays shall be paid the actual time worked at double the employee's regular shift rate.
- 8.3 **Other Holiday Observance Considerations** - Whenever any of the above holidays fall on an employee's normal day off, either the last scheduled workday of the employee's previous workweek or the first scheduled workday of the following week shall be observed as the holiday and paid for accordingly. In such an instance, the Port shall decide whether the last preceding workday or the first workday of the following week is to be observed.
- 8.4 **Holiday Pay Rate and Qualifications** - Each employee shall receive eight (8) hours or ten (10) hours (if working a 4x10 workweek) holiday pay at his/her hourly shift rate of pay for the holidays designated in 8.1 above, provided:
- 8.4.1 That the employee worked the regularly scheduled workday prior to, and the first (1<sup>st</sup>) scheduled workday following the holiday. Exceptions will be made in cases where absences have been approved by management.
- 8.4.2 Employees who are absent due to an industrial injury and who receive Washington State Workers' Compensation for the date of the holiday shall be compensated with supplemental holiday pay, provided the total daily or weekly amount of benefits received does not exceed his/her daily or weekly base wage rate.
- 8.4.3 **Eligibility for Holiday Pay** - In order to be eligible for holiday pay, an employee must be on Port payroll for the thirty (30) consecutive days preceding the holiday.
- 8.5 **Holidays and Paid Time Off** - If a holiday falls within the PTO period of an employee, the employee shall be paid as set forth above provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's PTO period unless otherwise excused by management.

Holidays and PTO shall be administered separately and neither holiday nor PTO time shall be forfeited in the event that holidays and PTO are scheduled during the same period.

#### **ARTICLE 9: PAID TIME OFF (PTO)**

9.1 **Paid Time Off** – Effective May 31, 2007 employees converted to the Port’s PTO Plan. Unless modified by this Agreement, PTO shall be administered according to the Ports HR-5 Leave Policy in effect on May 31, 2007 and attached as Appendix A.

Employees shall be required to provide Port management with at least one (1) week’s advance notice in regard to scheduling the PTO, except in emergencies.

9.2 **Leave Without Pay (LWOP)** - shall be administered in accordance with Port of Seattle personnel policy HR-5.

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

10.1 **General** - The Port shall comply with the Family Medical Leave Act and State Family Care Act. These benefits shall be available to domestic partners of employees as well as those persons required by these statutes. For purposes of this Article, domestic partnership shall mean a heterosexual or same sex couple as defined by Port of Seattle Policy HR-5.

10.2 **Failure to Return to Work** - Failure to return to work from an approved Medical or Family leave of absence by the expiration date of the leave of absence may be cause for termination of employment.

10.3 **Bereavement Leave** - Any employee who suffers a death in the employee's immediate family shall be allowed twenty four (24) hours paid leave compensated at the employee’s regular shift rate as a result of the employee’s absence. The employee may be allowed up to sixteen (16) hours of additional paid leave in consideration of distance to the funeral or the extent of the employee’s involvement with arrangements for the deceased. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, stepmother, stepfather, sister-in-law, brother-in-law, daughter-in-law, and son-in-law, domestic partner and their respective relatives listed above.

#### **ARTICLE 11: EXTENDED ILLNESS (EI)**

Effective May 31, 2007 employees converted to the Port’s Extended Illness Plan. Unless modified by this Agreement, Extended Illness (EI) shall be administered according to the Ports HR-5 Leave Policy, in effect on May 31, 2007 and attached as Appendix A.

#### **ARTICLE 12: BENEFITS**

12.1 **Puget Sound Electrical Workers Pension Trust** - The Port shall contribute the following amounts for each hour compensated for each employee covered by this agreement, except as

provided for Apprentices, to the Puget Sound Electrical Workers Pension Trust Fund, a jointly trustee pension trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley). (Refer to Section 8.5)

Effective June 1, 2010 \$4.05 per hour

## **12.2 NATIONAL ELECTRICAL BENEFIT FUND**

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the Port will forward monthly three percent (3%) of gross monthly labor payroll paid to, or accrued by the Employee in this bargaining unit and a complete payroll report prescribed by the NEBF.

The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The Port hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust. If the Port fails to remit as provided above, it will additionally be subject to having this Agreement terminated upon seventy two (72) hours notice in writing upon being served by the Union, provided the Port fails to show satisfactory proof the required payment has been paid to the appropriate local collection agent.

The failure of the Port to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the Labor Agreement.

- 12.3 Annuity – Puget Sound Electrical Workers Annuity** - The Port shall contribute the following amounts, for each hour compensated for each employee covered by this agreement to the defined contribution plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. (Refer to Section 8.5)

Effective June 1, 2010 \$1.75 per hour

- 12.4 Variable Annuity** - In addition to the amounts set forth above, the Port agrees to contribute such sums, as may be elected to be paid by Employees working under the several job classifications described by this Agreement, to the variable annuity plan of the Puget Sound Electrical Workers Retirement Annuity Trust Fund. The amounts paid shall be in accordance with the amounts periodically established and authorized by the Trust Fund for all Employees who elect such coverage, provided however, that 1st and 2nd period Apprentices are not eligible to participate in the Trust Fund. Beginning August 1, 2010 the Port shall contribute the variable annuity amount on all hours compensated.

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

- 1) Are permitted to make such election only once each calendar year as established by the Trust Fund;
- 2) Shall sign the appropriate authorization card provided by the Union and given to the Employer;
- 3) May elect up to the maximum amount of contribution established for the job classification in which the Employee is working at the time, or a lesser amount, and;
- 4) Agree to comply with all other rules and regulations required by the Trust Fund for participation.

**12.5 Payment Due Date** - Payment shall be due on the fifteenth (15) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

**12.6 Trust Terms** - The Port agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees as its representatives the current Employer Trustees and their lawfully appointed successors.

The failure of the Port to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust shall also constitute a breach of this labor Agreement.

**12.7 Deferred Compensation**: Full-time, eligible employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures or to any other provisions of this Agreement or to negotiation by the Union.

### **ARTICLE 13: MEDICAL, DENTAL, AND LIFE PLAN**

The Port agrees to contribute the following for each hour worked by each Employee performing work covered by this Agreement to the Puget Sound Electrical Workers Health and Welfare Trust Fund, a jointly trustee welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley).

Effective May 1, 2010 \$6.95 per hour worked

Effective January 1, 2011 \$7.20 per hour worked

After January 1, 2011, the contribution rate paid by the Port shall match the rate of the Inside Construction Agreement, and maintenance of benefits paid by the Port shall continue thereafter.

Payment shall be due on the fifteenth of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form, which will be made available for this purpose.

The Port agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Health and Welfare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.

The failure of the Port to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Health and Welfare Trust Fund shall also constitute a breach of this Labor Agreement.

The Union and Employer shall mutually work to encourage the Puget Sound Electrical Workers Health and Welfare Trust Fund to make improvements in the plan to provide "Domestic Partner" benefits at a level equal to, or greater, the benefits provided under Port of Seattle Plans.

#### **ARTICLE 14: SENIORITY – SHIFT SELECTION**

- 14.1 **Division Seniority Rights** - Seniority employees will be afforded the right to utilize their division seniority as hereinafter defined for the purposes of shift selection.
- 14.2 **Layoffs/Reductions in Force** – Any layoffs of seniority employees shall be done by reverse seniority within the division. When layoffs occur, all limited duration employees shall be laid off before any seniority employees within the division. After all limited duration employees have been laid off then layoffs of seniority employees if need be shall be laid off in reverse seniority order within the division subject to possessing necessary special qualifications required in the division, as established by the division labor management committee.
- 14.3 **Recall from Layoff** – In the event of a layoff, seniority employees shall be placed on a preferential hire list for six (6) months from date of layoff. Openings in a Division shall first be filled in seniority order from the employees on the preferential hire list from that Division at the time the opening is posted, subject to possessing necessary special qualifications required in the Division. Employees accepting recall from layoff shall be allowed a minimum of two (2) weeks to transition into the Port position, or more time by mutual agreement. If no employees from the Division are on the preferential hire list at the time the opening is posted, the position shall be filled from the remaining employees on the preferential hire list in seniority order subject to the employee possessing necessary special qualifications required in the Division.
- 14.4 **Retention of Seniority Status** – In the event a seniority employee is hired or recalled to another division, seniority shall begin from date of hire in the new division. In the event a seniority employee is re-hired into the same division within six (6) months after a layoff, the

employee retains all previous seniority. However, that employee shall retain seniority status and will not be reverted to limited duration status.

**14.4.1 Special Qualifications** – In laying off employees, recalling employees to their Division or hiring employees to another Division, special qualifications as established by the division Business Partnership Committee may be required for a specific job assignment.

**14.5 Bid Postings** - All newly established on-going work schedules (days of work), shifts (hours of work) and vacant positions in the division work unit will be posted. Employees within the specific classification in the division will have the opportunity to bid by division seniority for the work schedule, shift or vacancy. Absent adequate interest, employees will be assigned in reverse seniority order. The employer agrees to identify all open positions by shift and work schedules prior to bidding on open positions.

**14.6 Seniority Lists** - The Port will transmit to the Union a current listing of all division employees in June of each contract year. Such list will indicate the name of the employee, job classification, and division seniority date. The Port and the Union shall mutually agree on a seniority list.

## **ARTICLE 15: MISCELLANEOUS**

**15.1 Election to Union Office** - An employee elected or appointed to a position in the Union that requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year upon written application.

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

**15.2.1** The Aviation Committee will be made up of three (3) Port representatives and three (3) Union electrician representatives, plus the Union Business Representative. The Port's Labor Relations Staff will be available to assist the Committee. The Real Estate Committee shall be made up of two (2) Port representatives and two (2) Union electrician representatives, plus the Union Business Representative.

**15.2.2** The Committee will not discuss pending grievances, which shall be processed in accordance with Article 19 of the Agreement.

**15.2.3** The separate Committees shall meet on a monthly basis, unless mutually agreed not to hold a meeting during a specific month. Joint Committee meetings may be held upon request.

15.2.4 The Port and the Union commit to provide sufficient resources to the Committees so that it can adequately carry out its mission.

15.3 **Biweekly Payroll** – Payroll checks shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees.

15.4 **Bulletin Boards** - The Port agrees to permit the Union shop stewards and business representatives to post on designated Port bulletin boards the Union’s announcement of meetings, election of officers, and other Union approved material.

15.5 **Shop Stewards** - The Union shall appoint a shop steward for each division and assistant shop stewards for each shift. Shop stewards may conduct representational responsibilities including, but not limited to, attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift, without a loss of regular compensation, if excused from work by the employee’s manager/designee. Port management must approve use of Port facilities for Union business outside of these processes in advance and employee attendance will be on unpaid time.

15.6 **Safety** - The Port, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

15.7 **Posting of Vacant Positions** - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the Port will provide notice of the vacancy to all employees within the bargaining unit and to the Union. Posting on the Port’s Website satisfies this requirement of notice to the Union. Any regular member of the bargaining unit holding a position within the same classification as that of the vacant position will be given the opportunity to apply for the position. The appointment will be made to the applicant whom the Port determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis of division seniority.

15.8 **Journeyman Tool Requirements** – The minimum amount of tools journey workers shall provide and carry in their tool box or tool pouch shall be as follows:

Knife

Channel Locks

Pliers

Flashlight

Hacksaw Frame

Wood Chisel (small)

Test Lamp, or Wiggen

Crescent Wrench (not over 10”)

¼” Tap Wrench

Pencil

Six (6) Ft. Ruler

Cold Chisel

Hammer

Plumbob

Keyhole Saw Frame

Center Punch

Level (small)

Screw Driver (not over 8” blade)

- 15.9 Parking** – In the event employees are not allowed to park in the parking garage or park free of charge, the Port agrees to negotiate such impact on the employees.
- 15.10 Flexible Spending Account** - Employees shall be eligible for participation in the Port of Seattle's Flexible Spending account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance or to any other Provision of this Addendum or to negotiation by the Union.
- 15.11 Long Term Care Insurance** - Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care insurance plan made available to Port non-represented employees. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that the content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provisions of this agreement or to negotiation by the Union.
- 15.12 Employee File** – In regards to an employee's file and disciplinary history, written warnings and other evidence of discipline shall be expunged from the file after twenty four (24) months, unless there is a repetition of the offense within that period. In the case of repetition, the twenty four (24) month period begins anew.
- 15.13 Notice of New Policies and Policy Changes** – The Port shall promptly notify the Union and unit members of all new policies and changes to existing policies that affect bargaining unit members.

## **ARTICLE 16: GRIEVANCE PROCEDURE**

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

Disputes between employees and management arising during the term of this Agreement and not resolved prior to filing an official written grievance shall be referred to a Business Representative of the Union and to the Port within the timelines established below. A grievance not brought within the time limit prescribed in Step 1, shall not be considered timely and shall be void. The time limits may be waived at each step by mutual agreement, in writing, by the Union and the appropriate management representative.

**Step 1:** The Union's business representative shall present the grievance in writing to the Employer's representative. The written grievance shall contain a statement of the relevant facts the specific section(s) of the Agreement allegedly violated or other issues in dispute and the remedy sought. Any

complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from date of filing. In the event settlement is not reached, the grievance shall proceed to Step Two.

**Step 2:** If a settlement is not reached in the manner above described, the dispute shall be referred to a Joint Conference Committee that shall be set up under this Agreement and shall consist of two (2) representatives of management and two (2) representatives of the Union. This committee shall select its own chairman and secretary from within the committee, one from the Union and the other from Management and shall meet at such times and places as it may decide. It must meet within five (5) working days after a dispute is referred to it for resolution. However by mutual consent, the parties may extend the meeting deadline.

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

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

#### **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

#### **ARTICLE 18: SAVINGS CLAUSE**

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions

hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

#### **ARTICLE 19: DURATION**

- 19.1 **Duration** – This Agreement will become effective upon full and final approval by the Union and the Port of Seattle Commission and will cover the period from June 1, 2010 through May 31, 2012.
- 19.2 **Modification and Re-opener Clause** – Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to the expiration date.


#### **ARTICLE 20: APPRENTICESHIP**

- 20.1 The Parties to this Agreement shall be bound by the Puget Sound Joint Apprenticeship and Training Trust Fund Agreement, which shall conform to Section 3.02 of the Labor-Relations Act of 1947 as amended. ERISA and other applicable regulations.
- 20.2 The Employer and the Union have agreed to utilize the Joint Apprenticeship Training Council (JATC) for maintenance apprenticeship training. When apprentices are utilized, the Employer, the Union and Apprenticeship agree to be bound by all the rules and regulations of the JATC Program. The ratio of apprentices to Journeyman shall be consistent with the JATC standards.
- 20.3 Although an Apprentice is required to work under the supervision of a Journeyman at all times, the Journeyman is not required to constantly work with the Apprentice, but is to lay out all work required and is permitted to leave the work without being accompanied by the Apprentice who is assigned to work under his supervision. The Journeyman has overall supervision of the Apprentice and will give direction, on-the-job training, and supervise work in progress.
- 20.4 The Employer shall contribute fifty-eight (\$.58) per hour worked by all Journeyman and indentured Apprentices. This sum shall be due the Trust Fund by the 15<sup>th</sup> day of the month following the month in which the hours were worked.
- 20.5 Apprentices shall be rotated from the Port to another employer after one-year of service.

#### **ARTICLE 21: FOOTWEAR**

The Port shall reimburse employees who have accrued at least 1,000 hours of work \$80 each contract year for the purchase or repair of ANSI approved footwear.

**PORT OF SEATTLE**



**Tay Yoshitani, Port of Seattle  
Chief Executive Officer**

Date: 5/31/10

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



**Virgil Hamilton, IBEW Local 46  
Business Manager and Financial Secretary**

Date: 6-14-10

**APPENDIX A  
LEAVE POLICY  
PORT OF SEATTLE POLICY HR-5  
(as of 8/17/05)**

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**I. STATEMENT OF THE POLICY:**

It is Port policy to provide a leave program including leaves with and without pay to eligible salaried employees. Leave without pay is an authorized period of time off the job, without pay, administered in accordance with applicable resolutions, policies, laws and regulations. (When leave without pay is requested in conjunction with paid leave, **Human Resources and Development** will handle the requests together so the impact of the total time can be properly assessed.)

**II. DETAILS:**

A. Purpose:

To provide a leave program with an equitable system to administer requests for leaves with pay and reasonable leaves without pay.

B. Scope:

This policy includes the following leaves with and without pay and provides for applicable procedures to administer the Leave Program.

1. Holidays

2. Compensated Leave During Periods of Illness:

a. Extended Illness Leave

b. Long-term sick leave (LTSL)

c. **Disability Case Management**

3. Paid Time Off:

a. Accrual rates depend on length of employment

(1) 19.6 days

(2) 24.6 days

(3) 27.1 days

(4) 29.6 days

b. Accumulating and taking paid time off

c. Maximum accumulation

d. Cashing out paid time off prior to termination

4. Awarded Time

5. Payment for Accrued Leave at Termination:

a. Extended Illness Leave

b. Paid Time Off

6. Other **Paid Leave**:

a. Bereavement Leave

b. Military Leave

c. Civic Duty Leave

7. Paid Leave Administration During Disability Periods:

a. During non-work related disabilities

b. Supplemental pay during workers compensation time loss periods.

8. Leave Without Pay (LWOP):

a. General Leaves Without Pay -

(1) Personal leave without pay

(2) Medical leave without pay covering periods of disability

b. Special Leave Without Pay Considerations:

(1) Unpaid leave of absence exceeding maximum time period

(2) Leave without pay for probationary employees

c. Procedures Required for Leave Without Pay Administration:

(1) Before the leave is granted

(2) During a leave without pay extending beyond 30 calendar days

(3) When a leave without pay is completed

9. Shared Leave

**10. Effects of Extended Leaves of Absence**

11. Family and Medical Leave

C. Responsibility:

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

### **III. COMMENTS:**

See **Human Resources and Development Leave Procedure HR-5; Disability Case Management Procedure HR-6;** Flextime and Alternative Work Arrangements (AWA's) for Salaried Employees Policy and Procedure HR-15; **Employee Attendance Procedure HR-25;** and the current Salary and Benefit Resolution.

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## **APPENDIX A LEAVE PROCEDURE PORT OF SEATTLE POLICY HR-5 (as of 7/21/08)**

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### **I. STATEMENT OF THE PROCEDURE:**

In support of Leave Policy HR5, this procedure describes paid leaves and provides authorized periods of time off without pay to eligible salaried and certain represented employees (e.g. Local 9 Ground Access Supervisors and Ground Transportation Controllers) in accordance with applicable resolutions, laws and regulations. (When leave without pay is requested in conjunction with paid leave, the requests are handled together so the impact of the total time can be properly assessed.)

### **II. DETAILS:**

#### **A. Purpose:**

To provide a leave program with an equitable system of handling requests for leave with pay and reasonable amounts of leave without pay to employees in eligible salaried and wage positions. In all cases, compensated leave will be charged or paid according to the employee's work schedule. If completion of the probationary period is required for eligibility, the term "eligible post-probationary employee" is used.

#### **B. Scope:**

##### **1. Holidays:**

The 10 paid holidays are listed in the current Salary and Benefit Resolution.

##### **2. Compensated Leave During Periods of Illness:**

###### **a. Extended Illness Leave:**

Eligible, full-time employees normally accrue extended illness leave at the rate of a half-day a month (.02308 hours accrued per straight-time hour paid). Part-time employees accrue a proportional share of up to a half-day per month, depending on the number of straight-time hours actually worked. In the event of illness, extended illness leave up to the amount accrued may be used after employment of at least 30 days in a regular position. Extended illness leave may accumulate with no maximum limit.

Extended illness leave will be used only in instances of employee or immediate family member illness, injury or disability. Management may at any time require a physician's statement to justify use of

extended illness leave. A physician's release shall be required prior to the return to work by an employee who has experienced inpatient hospitalization of any kind that requires an absence from work or who has suffered an absence of longer than two weeks due to illness, surgery, or an accident.

In the instance of employee illness, injury or disability, extended illness leave may be used only after the equivalent of two working days of absence over the course of three consecutive workdays. The first two working days will be charged to Paid Time Off (PTO) accounts. The exceptions are for inpatient hospitalization, workers compensation, FMLA leave, probationary employees, or if PTO is exhausted. Intermittent leave (with no more than 15 days between absences) caused by the same medical condition may be charged to Extended Illness without using the equivalent of two working days of PTO at the start of each subsequent absence.

In the instance of immediate family member illness, injury or disability, and consistent with the Family Care Act (FCA), employees may use accrued Extended Illness or any other accrued paid time off - without charging the first two working days of PTO - in the following situations:

(1) to care for a child under 18 of age (or over 18 but incapable of self-care due to a disability) with a health condition that requires treatment or medication the child cannot self-administer or where the safety or recovery is endangered without parental presence or where treatment or preventive measures require parental authorization;

(2) to care for a spouse, domestic partner, parent, parent-in-law, or grandparent with a serious health condition (similar to FMLA definitions as outlined in HR-5 Leave Addendum) or who has experienced an emergency condition (a sudden, unexpected health occurrence or condition demanding immediate action, typically short-term in nature).

When the immediate family member's situation does not qualify for FMLA or FCA leave, the employee must use Paid Time Off for the first two working days of absence as outlined above.

Immediate family shall be defined as spouse or domestic partner and the parents or children of the employee, spouse or domestic partner. For the purposes of this procedure, an employee and a domestic partner must be willing to declare that they:

- (1) Share the same regular and permanent residence.
- (2) Have a close personal relationship.
- (3) Are jointly responsible for basic living expenses.
- (4) Are not married to anyone.
- (5) Are each 18 years of age or older.
- (6) Are not related by blood closer than would bar marriage in the State of Washington.
- (7) Were mentally competent to consent to contract when the domestic partnership began.
- (8) Are each other's sole life partner and are responsible for each other's common welfare.

In special circumstances, Human Resources and Development Management may include others in this definition.

b. Long-Term Sick Leave (LTSL):

This account applies only to employees with sick leave accounts greater than 60 days prior to adoption of Resolution No. 2921, when sick leave accounts were limited to 120 days (900 or 960 hours). The LTSL account is composed entirely of half of whatever sick leave beyond 60 days was in accounts on June 23, 1984 when the other half was converted to Pooled Leave.

Since this account is composed of the non-payable portion of the former sick leave account, it will not result in compensation unless approved for use in the following ways: LTSL may be used by employees when absence due to illness has exhausted their extended illness account. In the event an immediate family member as defined in 3.a. above suffers a serious illness (for example, terminal illness) which requires the employee to be absent for four or more days, LTSL may be approved under procedures outlined below.

Approving LTSL for dependent illness requires a request from the employee's manager to Human Resources and Development Management confirming that the employee's situation qualifies for use of LTSL. Upon approval, Human Resources and Development activates a Request for Personnel Action form to Accounting. In determining eligibility for LTSL, it is important to balance the need for sensitivity with a concern for avoiding potential abuse. If the employee's absence due to family illness is less than three days, it is charged to regular paid time off leave. When time logs are due and it is too soon to know how long the absence will be, it should be charged to regular paid time off or extended illness leave. If the absence is three or more days, the charges are to be corrected following approval of the documentation outlined above. LTSL cannot be authorized on time logs alone.

c. Disability Case Management:

As provided by the Disability Case Management Procedure HR-6, the Port of Seattle will provide all employees with reasonable accommodation and return-to-work assistance as determined on a case-by-case basis. Appropriate Port of Seattle personnel will work with the employee to comply with any and all legal requirements and insurance policies. Such legal requirements and insurance policies may include the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Family Care Act (FCA), workers compensation, and long term disability insurance.

3. Paid Time Off:

a. Accrual Rates Depend on Length of Employment:

Paid time off is earned at varying rates, shown here based on full-time, straight-time hours paid (part-time regular employees earn a proportional share of hours):

(1) 19.6 days (Up to 147.0 or 156.8 hours) may be earned annually between the start of employment and the end of the third year (.07538 hours accrued per straight time hour paid).

(2) 24.6 days (Up to 184.5 or 196.8 hours) may be earned annually between the beginning of the fourth year and the end of the seventh year (.09462 hours accrued per straight time hour paid).

(3) 27.1 days (Up to 203.3 or 216.8 hours) may be earned annually between the beginning of the eighth year and the end of the 11th year (.10423 hours accrued per straight time hour paid).

(4) 29.6 days (Up to 222.0 or 236.8 hours) may be earned annually between the beginning of the 12th year and the end of employment (.11385 hours accrued per straight time hour paid).

b. Accumulating and Taking Paid Time Off:

It is the Port's policy that all employees shall be allowed and encouraged to take at least two weeks paid time off each year.

Paid time off may be taken up to the amount earned, after the completion of the probationary period and following management approval of a request made at least one week in advance. Some work units or sections may require more notice. Employees receive consideration based in part on the date of their request.

c. Maximum Accumulation:

Maximum accumulation for employees hired before 12/20/98 is 1,400 hours in 2005. This limit will decrease by 100 hours each successive January until January 2014, when it will decrease from 600 to 480 hours.

Balances over the limit will be cashed out at a 100% rate during the first pay period of the payroll year. Accruals over the limit will be cashed out quarterly.

For employees hired on or after 12/20/98, the maximum accumulation is 480 hours. Accruals will cease when the limit is reached and will resume only when the balance is below 480 hours. Accruals over the limit are not cashed out. Voluntary cash-outs (as outlined in the following section) are not allowed unless the employee has taken at least two weeks (75 or 80 hours) of time off in the previous 12 months. The time off may be any combination of paid time off, extended illness, awarded time, shared leave or any other type of paid or unpaid leave.

d. Cashing Out Paid Time Off Prior to Termination:

Employees who have taken at least two weeks (75 or 80 hours) of paid time off in the previous 12 months may cash-out any amount of their paid time off on a monthly basis. A "Paid Time Off Cash-Out Request and Waiver" form should be submitted to Payroll with the time logs for the first paycheck of the month. The cash-out check will be issued with the first paycheck of the month.

Cash-outs shall be at the scheduled hourly rate of pay as recorded in the payroll system. Cash-outs are subject to income tax withholding, FICA and PERS deductions. If there is a Deferred Compensation Salary Reduction Agreement in force at the time of the cash-out, such reduction may be applied to the cash-out.

4. Awarded Time:

a. Definition of Awarded Time:

It is recognized that circumstances may require exempt, salaried, non-represented employees to work more than 75 or 80 hours in a pay period in order to achieve Port objectives. The purpose of the Awarded Time program is to allow managers to authorize time off to these employees in recognition of extra hours worked to assure shift coverage, meet critical deadlines or to otherwise accomplish Port objectives. Awarded Time is not "comp time". It is not intended to compensate employees on an hour-for-hour basis for hours worked beyond their regular work schedules.

b. Guidelines for Administering Awarded Time:

(1) It is expected that exempt, salaried employees will from time to time provide additional hours of work beyond the normal 75 or 80 hour pay period. Normally, employees should not expect to receive Awarded Time compensation for working additional hours that are not in excess of 10% of their regular work schedule per pay period. Example: Awarded Time would not normally be awarded to an employee working a 75 hour pay period work schedule for the first 7.5 hours of additional work performed during that pay period. The sole exception is if an exempt employee must work on a holiday, he or she may be granted an equivalent "awarded time" day off in lieu of the holiday within three months of the holiday worked.

(2) It is not the intent of this program to extend the normal accepted pay period work schedule (75 or 80 hours) as otherwise established in the Salary and Benefit Resolution.

(3) Extra work demands which may result in Awarded Time must be preapproved by the appropriate supervisor prior to performing the work. Non preapproved work will not normally be eligible for awarded time. The taking of Awarded Time must be approved by the granting manager and recorded on time logs using the appropriate time reporting code.

(4) Awarded Time is intended to give employees rehabilitation time from the rigors of a recent busy work period. Therefore, the Awarded Time should normally be scheduled during the same pay period that the work was performed or, if this is not possible, it must be scheduled within three months. In no case may it be "banked" for use later than three months after it is awarded.

(5) Awarded time is not convertible to cash. Retiring or terminating employees may not take awarded time after their last worked day.

5. Payment for Accrued Leave at Termination:

Leave that is cashed out at termination shall be at the scheduled hourly rate of pay as recorded in the payroll system.

a. Extended Illness Leave:

Upon termination or retirement immediately following five complete years of active employment in a continuous period of employment with the Port of Seattle, eligible employees shall be compensated for 50% of their unused extended illness leave at the scheduled hourly rate of pay at termination.

b. Paid Time Off:

Upon termination, eligible employees shall receive compensation at 100% value in lieu of unused accrued paid time off. Paid time off may be cashed out, used as service time after the last day worked, or taken in a combination of cash or service time. A probationary employee who terminates active employment before satisfactorily completing the probationary period shall receive no paid time off pay. **Employees who are terminated for cause shall receive a lump sum payment for 100% of their unused Paid Time Off at the scheduled hourly rate of pay at termination and are not eligible to use Paid Time Off as service time after the last day worked, unless authorization is received from Human Resources and Development Management.** In the event that State law changes in regard to lump sum paid time off payments for State retirement members, the Port Auditor is authorized to make such paid time off payoffs in a manner consistent with current State law(s).

## 6. Other Paid Leave:

### a. Bereavement Leave:

At the discretion of the employee's manager and under the supervision of Human Resources and Development Management, employees may receive from one to five working days of leave per bereavement. Such leave shall not result in compensation for more than the number of hours in any normal work week. Employees must have been employed for thirty or more days of uninterrupted service and have suffered the loss by death of a member of their immediate family as defined in 2.a. above. Bereavement leave may also be granted in the case of the death of an employee's sibling, grandparent or grandchild; the spouse or domestic partner's or a sibling's, grandparent or grandchild; or a sibling's spouse or domestic partner. In special circumstances, Human Resources and Development Management may include others in this definition. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee and whether the leave is taken consecutively.

### b. Military Leave:

With appropriate military orders, employees called for active training duty in military reserve units shall be allowed up to 15 working days per Federal fiscal year (October through September) of paid military leave as provided in and limited by RCW 38.40.060.

Employees called for active duty beyond the 15 working days will be placed on Paid Leave of Absence/Military Leave status. This status will provide supplemental pay and a continuation of benefits to keep the employee "whole" in case his or her military pay and benefits are less than what the Port provides. An example is the guidelines requested of the Port Commission for activations following September 11, 2001. In all cases, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides the minimum definition of benefits guaranteed to employees called for active duty.

### c. Civic Duty Leave:

#### (1) Jury Duty:

An eligible employee who serves on jury duty shall receive full regular compensation less any compensation (excluding mileage and meals paid by the court) received for such service during the period of leave. Employees shall forward their jury duty compensation paid by the court to the Port's payroll section upon return from jury duty and receipt of the compensation paid by the court.

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

#### (2) Subpoenaed Witness Leave:

When an eligible employee is subpoenaed as a witness under circumstances which are determined by Human Resources and Development Management to constitute Port duty, the same pay conditions listed for jury duty shall apply.

#### 7. Paid Leave Administration During Disability Periods:

The Port's policy requires that all appropriate paid leave is exhausted before LWOP may be approved. Payment of extended illness and paid time off provides a longer protected period for employees before the start of the LWOP.

##### a. During Non-Work Related Disabilities:

When long-term disability (LTD) benefits are approved after the elimination period (longer of 45 calendar days, or exhaustion of all extended illness, shared leave and long-term sick leave accounts), there is an additional waiting period of 30 days before any LTD benefits are paid. If disabled employees still have paid time off accumulations, these may be continued at full rate until LTD benefits are received. After LTD benefits are received, remaining paid time off may be paid at either a full-time rate or at a reduced rate until they are exhausted.

##### b. Supplemental Pay During Workers Compensation Time Loss Periods:

An employee may use extended illness leave during approved workers compensation time-loss periods. Extended illness supplements will be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate. When extended illness leave is exhausted, paid time off leave may be paid in the same proportion as described for extended illness leave to bring total pay up to the normal bi-weekly rate.

##### c. Maintenance of Benefits:

For employees with less than five years of service with the Port, his or her insurance benefits will be maintained for at least the first 30 days of medical LWOP (after FMLA leave is exhausted). If the employee cannot return to work within the next 15 days, he or she will be responsible for paying the premiums for the benefits they wish to retain while on LWOP as of the 31<sup>st</sup> day of LWOP (after FMLA leave is exhausted).

For employees with more than five years of service with the Port immediately preceding the disability, his or her medical and life insurance benefits will be maintained for the first six months of medical LWOP (after FMLA leave is exhausted). The employee will have the option to pay for dental and dependent medical insurance during this time. After six months, the employee will be responsible for paying all the premiums for the benefits they wish to retain.

#### 8. Leave Without Pay (LWOP):

When an employee requests leave without pay in conjunction with any other leave, the requests should be combined so the employee's manager may assess the consequences of the entire period of time off being requested. Requests for LWOP may not be approved unless it will occur after all appropriate paid leave accruals are exhausted. When the absence is for personal reasons, all paid time off must be exhausted. If illness is involved, all extended illness, long-term sick leave, and paid time off leave must be exhausted.

Suspensions or unpaid time for disciplinary reasons may result in LWOP while there are payable leave balances. If LWOP is requested in conjunction with paid time off, compensation may be arranged to be paid over the entire period off at a reduced amount or schedule. This arrangement requires advance notice and a Request for Personnel Action form to advise Accounting of the change in schedule.

a. General Leaves Without Pay:

Approval of a leave under the conditions and limits stated in this section assumes the employee's right to reinstatement without loss of seniority in the same position and pay held before the leave. However, if a reduction in force should occur during a period of leave, the returning employee would be subject to the action which would have taken place if the employee had remained at work. Refer to Reductions in Work Force for Salaried Employees, HR-10.

A department director within the conditions and limits indicated may authorize the following types of leave:

(1) Personal Leave Without Pay:

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

- (a) The purpose and length of the requested leave.
- (b) The employee's length of service.
- (c) The effects of such an extended absence on the operational efficiency of the department.
- (d) The contribution of the employee to the organization.

A personal leave without pay in which there is mutual benefit for the Port and the employee would receive greater priority, for example, than a request for time off to travel. After such an evaluation, a manager who is willing to accept the employee upon return may authorize up to a sixweek LWOP to a regular employee whose performance and attendance are satisfactory.

(2) Medical Leave Without Pay Covering Periods of Disability:

A disability period is the time an employee is unable to perform the duties of his or her position due to illness, injury or disability, as determined and certified by a licensed physician in writing to the Port. For the purposes of this procedure, the normal definition of illness includes, but is not limited to disabilities related to pregnancy or childbirth, conditions related to alcoholism, drug addiction, and psychological disorders. When time off the job without pay is requested in excess of the certified period of disability, it is handled in the same manner as any other request for personal Leave Without Pay. For example, an absence for maternity reasons is a combination of medical leave and a personal leave when a female employee is authorized time off beyond the period of disability following childbirth. This is intended to be consistent with the Washington State Maternity Regulation, WAC

16230020 and also with the USEEOC Employment Policies Relating to Pregnancy and Childbirth, 29 CFF 1694.10.

Under this section, medical leaves which are required to cover certified periods of disability may be granted to regular, post-probationary employees suffering from either job-related or non-job-related disabilities for up to six months. Any salaried employee may be granted up to six months leave for job-related disabilities. When disability conditions continue into the fifth month since the first day of unpaid leave, the department director and Human Resources and Development Management shall make a determination concerning appropriate action. Medical leaves in excess of six months are covered under Special Leave Without Pay Considerations.

See Section 7.b. for information on supplemental pay during workers compensation time loss periods.

b. Special Leave Without Pay Considerations:

(1) Unpaid Leave of Absence Exceeding Maximum Time Period:

Personal unpaid leave in excess of six weeks and medical leave in excess of six months shall be granted only upon the recommendation of the employee's manager and with the approval of Human Resources and Development Management . The decision of Human Resources and Development Management shall be based upon the special circumstances of the case, such as doctor's recommendations when considering medical leave/Particularly in the case of job-related illness or injury, the length of approved leave shall be carefully considered in the light of the doctor's recommendations. Refer to the Disability Case Management Procedure HR-6 for more details. Employment longevity, the employee's performance record, and the mutual benefit to the Port and the employee shall receive appropriate consideration when reviewing personal leave without pay requests.

(2) Leave Without Pay for Probationary Employees:

It is not the intention of this procedure to permit medical leave without pay up to six months or personal leave without pay up to six weeks for probationary employees during the first six months of employment. The determination shall be made at the discretion of the employee's manager as to whether or not medical leave is appropriate or practical up to six weeks, which is hereby established as maximum allowed for probationary employees. To qualify for a medical leave of up to six weeks, the employee must be under a doctor's care, and the attending physician must have certified that a disability exists. An estimated return date shall also be required from the physician.

Leave without pay shall not be encouraged for probationary employees; however, such leave up to two weeks in length may be granted at the discretion of the employee's manager for absence required under extenuating circumstances. If the authorized leave is in excess of two weeks, the probationary period shall be extended by a time period equal to the authorized leave.

c. Procedures Required for Leave Without Pay Administration:

(1) Before the Leave is Granted:

The request for leave without pay shall be made as early as possible when it is within the control of the employee. The employee will normally originate the request in writing by the employee. However, the exception to this would be when it is determined that an ill or injured employee has not requested a leave in writing. In such a case, the leave request may be initiated by the employee's manager and

submitted to Human Resources and Development Management before the end of four weeks of continuous absence. A personnel action form shall be required for any leave without pay that will extend beyond 30 days. Employees on unpaid leaves in excess of 30 calendar days shall be on inactive payroll status; employees on paid leave shall be on active payroll status.

Any employee seeking or requiring an unpaid leave of more than 30 calendar days must check prospectively with the benefits section regarding continuance of insurance coverage. An unpaid leave of more than 30 calendar days will extend the employee's annual performance review period by a time equal to the authorized leave.

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

It **may** be necessary for the employee to pay for some or all of the premiums for insurance benefits he or she wishes to continue without interruption. Any insurance benefits the employee waives during a period of leave without pay will be paid by the Port beginning the first day of the month following return from such approved leave. If the employee returns on the first working day of a month, Port-paid insurances will resume the first of that month. When an employee elects not to pay the premiums for one or all insurance benefits, a signed affidavit from the employee is required stating which coverages are not desired during the leave. The employee makes this decision at the time the leave is being arranged.

Retirement system service credits do not increase while an employee is on leave without pay since the Retirement Board counts service only for months in which direct payroll compensation is received.

(3) When a Leave Without Pay is Completed:

When the employee returns to work within the agreed upon time allowance, a personnel action form is prepared placing that employee back on active employment status. If any general, across the board salary adjustments occurred during the leave, the employee's pay record should be adjusted accordingly for such employee. If an employee does not return within the agreed time and does not notify the Port of the reason nor request an extension, a termination personnel action form shall be prepared following final communication with the employee and concurrence between the employee's manager and Human Resources and Development Management.

9. Shared Leave:

The Port of Seattle shared leave program is designed to allow employees to come to the aid of fellow Port employees who are suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment. This includes the first six to eight weeks of maternity leave (up until the physician releases the mother to return to work. It may also include time off needed by the employee to care for a child, spouse or domestic partner, or parent who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.

"Severe" or "extraordinary" condition is defined as serious, extreme, chronic and/or life threatening.

Recipient employees may not be receiving any compensation from other sources as a result of the illness or disability. Other sources include workers compensation or long-term disability benefits. However, shared leave may be used during elimination periods for such benefits (i.e., the 45 calendar days before LTD eligibility under the Port's plan).

Shared leave is generally given to address a specific condition. If the condition ceases and the employee has an excess of shared leave, that leave will – after a reasonable period of time – be given back to the donors on a pro-rata basis. Shared leave may not be “banked” or used for reasons other than the original cause for the donations. Shared leave is not payable to an employee’s estate.

Any employee may donate any amount of paid time off or extended illness leave at a 100% rate, or hour-for-hour. Donated leave shall be designated to a specific individual. Donations and requests for shared leave will be generated by the employee or his or her work unit and management in consultation with Human Resources and Development.

All shared leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating leave for purposes of this program. It is not the intention of the Shared Leave program to allow employees who are terminating their employment with the Port to donate their unused extended illness upon their termination.

Shared leave will be paid at the recipient's own rate of base pay. Paid time off and extended illness leave will accrue on shared leave paid. Shared leave will be reported as taxable income on the recipient's W2. Shared leave is recorded on time logs using the appropriate time reporting code. Shared leave is not subject to PERS or LEOFF contributions, and service credit for pension calculations will not accrue on shared leave hours.

#### 10. Effects of Extended Leaves of Absence:

Paid and/or unpaid leaves of absence lasting more than 60 calendar days will extend the employee’s annual performance review period by a time equal to the authorized leave.

#### 11. Family and Medical Leave:

State law provides rights to all employees, regardless of sex, to care for children who are newborn, newly adopted or ill. The Washington Pregnancy Disability Leave provides leave for female employees suffering from pregnancy-related conditions and/or recovering from childbirth. The Federal "Family and Medical Leave Act of 1993" (FMLA) was effective August 5, 1993. The following "Addendum" incorporates the FMLA and Washington State law provisions into this Policy and Procedure.

### **III. COMMENTS:**

#### **A. Benefits:**

1. To ensure fair and equitable treatment of employees in administering the Leave Program.
2. To provide the mechanism for timely processing of requests for leaves.

#### **B. References:**

1. Refer to current Salary and Benefit Resolution and the following Human Resources and Development policies and procedures:
  - a. Disability Case Management Procedure HR-6.
  - b. Flextime and Alternative Work Arrangements (AWA's) for Salaried Employees Policy and Procedure HR-15.

c. Employee Attendance Procedure HR-25.

2. Questions on any aspects of the Leave Program except Workers Compensation claims should be directed to Human Resources and Development staff. Questions on Workers Compensation claims should be directed to the Health and Safety Section of the Legal Department.

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**APPENDIX A**  
**LEAVE PROCEDURE ADDENDUM**  
**PORT OF SEATTLE POLICY HR-5**  
(as of 8/17/05)

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**FAMILY & MEDICAL LEAVE ACT of 1993 (FMLA)**  
**WASHINGTON FAMILY CARE ACT**  
**WASHINGTON PREGNANCY DISABILITY LEAVE**

THE PURPOSE OF THIS ADDENDUM IS TO PROVIDE THE ANSWERS TO THE MOST COMMON QUESTIONS ABOUT THE FAMILY & MEDICAL LEAVE ACT (FMLA) AND ITS COORDINATION WITH WASHINGTON STATE LAW. IT ALSO PROVIDES THE PORT'S POLICY IN THE AREAS WHERE EMPLOYERS HAVE DISCRETION. IN ALL OTHER AREAS THE FEDERAL REGULATIONS WILL RULE.

THIS ADDENDUM TO THE HR-5 LEAVE POLICY APPLIES TO BOTH SALARIED AND WAGE EMPLOYEES OF THE PORT. THE SALARY & BENEFIT RESOLUTION DEFINITIONS AND PROVISIONS WILL APPLY TO ALL SALARIED EMPLOYEES. UNION CONTRACT DEFINITIONS AND PROVISIONS WILL APPLY TO ALL WAGE EMPLOYEES.

**I. What is the Family & Medical Leave Act (FMLA)?**

The Family & Medical Leave Act (FMLA or Act) gives "eligible" employees the right to take paid or unpaid leave for a period of up to 12 workweeks in any 12 months for any of the following reasons:

- A. To care for the employee's child after birth or placement for adoption or foster care;
- B. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- C. For a serious health condition that makes the employee unable to perform the employee's job.

For the purposes of the FMLA, the Port adheres to the definition of family members as provided under the Act.

**II. When was the Act effective?**

The Act was effective August 5, 1993, for all Port employees.

**III. How does the Port define "family leave" versus "medical leave"?**

"Family" leave is considered to be leave taken where there is no medical or health condition involved. For example, maternity or paternity leave after the first six to eight weeks would be family leave. The

first six to eight weeks, or up until the doctor releases the mother to return to work, would be considered "medical" leave.

"Medical" leave is any time a health condition is involved, whether it is the employee or the employee's family member.

#### IV. Which employees are eligible to take leave?

The Act defines an "eligible employee" as one who has been employed by the employer for at least 1250 hours of service during the 12-month period immediately preceding the commencement of the leave. 1250 hours is the equivalent of a 24-hour per week work schedule.

The Salary & Benefit Resolution defines an "eligible employee" as one who has completed six months of Port employment with a schedule of at least 21 hours per week. For FMLA, the Resolution definition will prevail for salaried employees. Contract definitions will prevail for wage employees. If a contract does not define "eligible employee", the Act's definition will apply.

Employees ineligible for FMLA leave may still be granted leaves under normal HR5 guidelines. The Act allows employers to deny leave to employees at worksites with fewer than 50 employees within 75 miles of the worksite. The Port, however, will treat its employees who work outside the Seattle area the same as all other employees.

The right to take leave applies equally to male and female employees in all circumstances.

#### V. How much leave may an employee take?

An eligible employee is entitled to a total of 12 workweeks (**450 hours for a 75-hour per pay period employee; 480 hours for an 80-hour per pay period employee; pro-rated for part-time employees**) of leave during any 12-month period for any one, or more, of the reasons listed in section I.

#### VI. What is the 12-month period?

The Port will use the 12-month period measured forward from the date any employee's first FMLA leave begins.

#### VII. Can leave be taken intermittently or on a reduced leave schedule?

Whenever medically necessary, leave may be taken intermittently or on a reduced leave schedule. Intermittent time is counted "hour for hour." For example, an employee may work 24 weeks half time if the medical need justifies it. Family leave may be taken intermittently or on a reduced leave schedule only if the employer agrees. If an employee requests this option, the department will weigh the impact on operations of a block of full-time leave versus intermittent leave.

#### VIII. When must family leave be concluded?

An employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement. Any such family leave must be concluded within this one-year period.

#### IX. How much leave may a husband and wife take if they are both employed by the Port?

The FMLA allows employers to restrict husbands and wives to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for "family" reasons. The Port recognizes each person individually and does not apply this restriction. Thus each person could take, for example, 12 weeks of leave simultaneously or one after the other to care for a newborn child.

The FMLA requires that each member of a couple be allowed the maximum amount of leave if one suffers a serious health condition and the other requests the time to care for the first.

X. Is the leave paid or unpaid?

The Act allows employers to require an employee to substitute paid leave for FMLA leave. The Port will continue its policy for salaried employees of requiring the exhaustion of appropriate payable leave before a leave-without-pay is authorized.

Normally, appropriate leave for medical reasons is sick or extended illness leave first, then paid time off or vacation and pooled leave. For family leave, only paid time off or vacation and pooled leave may be used.

XI. Is an employee entitled to benefits while using FMLA leave?

The Act requires employers to maintain any "group health plan" coverage that is in effect before the leave begins for the duration of the 12 weeks of leave. Group health plan coverage at the Port includes medical and dental coverage for employees and eligible dependents.

The Port pays its premiums on a calendar month basis. Therefore, it will cover employees through the end of the month in which the 12th week of FMLA leave occurs. Employees who may have a period of leave-without-pay after this time may continue their medical and/or dental coverage on a self-pay basis.

Employees may choose not to retain health coverage during FMLA leave. This may occur in the future if the Port requires employees to share in the cost of the insurance premiums.

XII. What notice does an employee have to give?

An employee must provide at least 30 days advance notice if the need for leave is foreseeable. If 30 days notice is not practicable, notice must be given as soon as both possible and practicable.

XIII. What notice does the employer have to give?

The Port must approve or disapprove an employee's request for FMLA leave within three days of the request. Approval may be conditional until a physician's certification is received and the leave is medical. The Port may designate leave to be FMLA leave, even without the employee's request, if the circumstances clearly indicate that FMLA leave is justified.

All notifications will be in writing.

XIV. When must an employee provide medical certification to support a FMLA leave request?

An employer may require that an employee's request for leave be supported by a certification issued by the health care provider of the employee or the employee's ill family member. Subsequent recertifications may be requested at any reasonable interval.

**The Port of Seattle does require certification from a health care provider when medical FMLA leave is requested. The certifications will be kept in confidential files in Human Resources and Development. Human Resources staff will confirm receipt of certifications and verify the adequacy of the certification to the employee, their manager and their timekeeper without disclosing Protected Health Information.**

A doctor's release to return to work is required by the Port for any employee who has been absent for two weeks or longer due to his or her own medical condition.

XV. What are an employee's rights on returning to work from FMLA leave?

On return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Ordinarily an employee will be restored to the same position the employee held prior to FMLA leave, with the same pay and benefits, if the position remains available. However, an employee has no right to the same position.

XVI. How is FMLA leave recorded?

The Port's **Human Resources and Development Department** will track FMLA leave with assistance from employees and their departments. Copies of advance notices shall be forwarded to **Human Resources and Development**.

With the Port's payroll system, **the appropriate FMLA "time reporting code" should be used so that FMLA leave can be tracked.**

XVII. What enforcement mechanisms does FMLA provide?

The Port is required to post and keep posted a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division of the Department of Labor.

In addition, the Port shall include in the Employee Information Guide and the **Human Resources and Development Policies and Procedures** information on FMLA rights and responsibilities and the Port's policies regarding the FMLA.

Any employee who believes that their rights under FMLA have been violated may file a complaint with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. A complaint may be filed at any local office of the Wage and Hour Division. The address and telephone number of local offices may be found in telephone directories.

**XVIII. Washington Family Care Act**

**The Federal FMLA largely supersedes the Washington Family Care Act. The exception is the amount of "bonding time" granted to the birth mother of a newborn child. Washington law grants the birth mother up to 12 weeks of job-protected leave to bond with their newborn child. Periods of disability are not counted against this allowance. The "bonding time" allowance generally starts six to eight weeks following the birth of the child, or when the doctor releases the**

**mother to return to work. The Port will maintain the employee's health insurance during this leave. Pay will be maintained to the extent the employee has accrued leave on the books.**

**XIX. Washington Pregnancy Disability Leave**

**The Washington Pregnancy Disability Leave provides a woman with job-protected leave for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. This leave is in addition to the leave under the FMLA. The Port will maintain the employee's health insurance during this leave. Pay will be maintained to the extent the employee has accrued leave on the books.**