



Port of Seattle Commission Regular Meeting

January 28, 2025



COMMISSION REGULAR MEETING AGENDA

January 28, 2025

To be held virtually via MS Teams and in person at the Seattle-Tacoma International Airport – Conference Center, International Room, located at 17801 International Blvd, Seattle WA, Mezzanine Level. You may view the full meeting live at meetings.portseattle.org. To listen live, call in at +1 (206) 800-4046 or (833) 209-2690 and Conference ID 375 236 845#

ORDER OF BUSINESS

10:30 a.m.

1. CALL TO ORDER

2. **EXECUTIVE SESSION** – *if necessary, pursuant to RCW 42.30.110 (executive sessions are not open to the public)*

▶ 12:00 a.m. – PUBLIC SESSION

Reconvene or Call to Order and Pledge of Allegiance

3. **APPROVAL OF THE AGENDA** (*at this time, commissioners may reorder, add, or remove items from the agenda*)

4. SPECIAL ORDERS OF THE DAY

5. EXECUTIVE DIRECTOR'S REPORT

6. COMMITTEE REPORTS

7. **PUBLIC COMMENT** – *procedures available online at <https://www.portseattle.org/page/public-comment-port-commission-meetings>*

During the regular order of business, those wishing to provide public comment (in accordance with the Commission's bylaws) on Commission agenda items or on topics related to the conduct of Port business will have the opportunity to:

1) Deliver public comment via email: All written comments received by email to commission-public-records@portseattle.org will be distributed to commissioners and attached to the approved minutes. Written comments are accepted three days prior to the meeting and before 9 a.m. on the day of the meeting. Late written comments received after the meeting, but no later than the day following the meeting, will be included as part of the meeting record.

2) Deliver public comment via phone or Microsoft Teams conference: To take advantage of this option, please email commission-public-records@portseattle.org with your name and agenda item or topic related to the conduct of Port business you wish to speak to by 9:00 a.m. PT on Tuesday, January 28, 2025. **(Please be advised that public comment is limited to agenda items and topics related to the conduct of Port business only.)** You will then be provided with instructions and a link to join the Teams meeting.

3) Deliver public comment in person by signing up to speak on your arrival to the physical meeting location: To take advantage of this option, please arrive at least 15 minutes prior to the start of any regular meeting to sign-up on the public comment sheet available at the entrance to the meeting room to speak on agenda items and topics related to the conduct of Port business.

For additional information, please contact commission-public-records@portseattle.org.

9. UNFINISHED BUSINESS

9a. Authorization for the Executive Director to Execute a Joint Marketing Agreement with State of Washington Tourism, a State Government Agency, to Promote International Tourism to Seattle and Washington State in Selected International Markets for Three Years at the Rate of \$500,000 per Year, for a Total Not-to-Exceed \$1,500,000 and that a Commission Determination that a Competitive Process is Not Appropriate or Cost Effective and Exempting this Contract from a Competitive Process Consistent with RCW 53.19.020. **(memo and presentation enclosed)** *(The main motion is before the Commission, with the item being postponed from the December 10, 2024, meeting.)*

8. CONSENT AGENDA *(consent agenda items are adopted by one motion without discussion)*

8a. Approval of Minutes of the Regular Meeting – January 14, 2025. **(no enclosure)**

8b. Approval of the Claims and Obligations for the Period August 1, 2024, through August 31, 2024, Including Accounts Payable Check Nos. 954888 through 955309 in the Amount of \$6,772,243.31; Accounts Payable Manual Checks Nos. 100000 through 100028 in the Amount of \$73,796.66; Accounts Payable ACH Nos. 068508 through 069208 in the Amount of \$57,908,035.05; Accounts Payable Electronic Fund Transfer Nos. Wire Transfer Nos. 016369 through 102183 in the Amount of \$11,531,311.85; Payroll Check Nos. 213747 through 216685 in the Amount of \$8,616,853.08; and Payroll ACH Nos. 1211147 through 1216137 in the Amount of \$16,639,535.94, for a Fund Total of \$101,541,775.89. **(memo enclosed)**

8c. Authorization for the Executive Director to Amend a Contract with AVAir Pros for Airline Technical Representative Services for an Additional Amount Not-to-Exceed \$1.5 million, for a New Total of \$4,500,000, to Support Required Services. **(memo enclosed)**

8d. Authorization for the Executive Director to Advertise for Bids and Execute a Major Construction Unit Price Contract for Future Dredging Projects for a Total Not-to-Exceed Capacity of \$12,000,000. **(memo and presentation enclosed)**

8e. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Electrical Workers, Local 46, Representing Sixty-One (61) Electronic Technicians Assigned to the Port of Seattle Aviation Maintenance Divisions, Covering the Period from June 1, 2023, through May 31, 2026. **(memo and agreement enclosed)**

8f. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Longshore Workers Union, Local 9 Representing 158 Security Access Specialists and Training Operations Specialists Assigned to the Port of Seattle Aviation Security Division, Covering the Period from January 1, 2024, through December 31, 2027. **(memo and agreement enclosed)**

8g. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Longshore Workers Union, Local 9 Representing 36 Senior Operations

¹¹ Agenda Item 9a will be taken out of order on the agenda and addressed at this time.

Controllers and Airfield Operations Specialists Assigned to the Port of Seattle Aviation Operations Division, Covering the Period from January 1, 2024, through December 31, 2027. **(memo and agreement enclosed)**

8h. Authorization for the Executive Director to Take All Steps Necessary to Complete the North Employee Parking Lot Improvements Project, in the Requested Amount of \$6,120,000, and a Total Authorized Amount of \$19,320,000. (CIP #C800957) **(memo and presentation enclosed)**

8i. Resolution No. 3833: Adoption of a Resolution Establishing a Revised Code of Ethics for Port Commissioners and Repealing Resolution No. 3681, as Amended; and Making a Corresponding Amendment to the Commission’s Governance Committee Charter Scope of Work to Include Jurisdictional Review of Written Complaints Alleging Behavioral Standards Violations of Commissioners When Such Complaints are Unaccompanied by a Formal Ethics Complaint Filing. **(memo, draft resolution, exhibit A policy directive, redline, charter amendment, correspondence, and presentation enclosed).**

10. NEW BUSINESS

10a. Authorization for the Executive Director to Authorize a 2-Year Contract, with Three Optional One-Year Extensions, with a Not-to-Exceed Amount of \$5,000,000 for a Vendor to Operate the Airport’s Transportation Management Association, also known as SEA MOVES, on Behalf of the Port of Seattle. **(memo and presentation enclosed)**

11. PRESENTATIONS AND STAFF REPORTS

11a. Federal Legislative Agenda for 2025. **(memo and presentation enclosed)**

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

13. ADJOURNMENT



**COMMISSION
AGENDA MEMORANDUM**

Item No. 9a

ACTION ITEM

Date of Meeting January 28, 2025

DATE: November 1, 2024
TO: Stephen P. Metruck, Executive Director
FROM: Nick Leonti, Director of Tourism Development
SUBJECT: **International Tourism Marketing Initiative**

Amount of this request: \$1,500,000
Total estimated project cost: \$1,500,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a joint marketing agreement with State of Washington Tourism (SWT), a state government agency, to promote international tourism to Seattle and Washington state in selected international markets for three years (one year followed by two optional years) at the rate of \$500,000 per year for a total not to exceed \$1,500,000 and that the commission determine a competitive process is not appropriate or cost effective and exempt this contract from a competitive process consistent with RCW 53.19.020. This memorandum addresses Commissioner questions raised during the December 10, 2024, business meeting.

EXECUTIVE SUMMARY

The economic development goal for tourism marketing is to ensure that, when visitors come via SEA, they are spending as much time and money as possible with our local businesses and communities. This is not done by aiming to increase overall visitation, but rather by strategically attracting travelers who deliver more economic, cultural and civic benefits when they visit.

This agreement strengthens the Port's efforts to aligned with Century Agenda Goal #2: "to advance this region as a leading tourism destination."

The funds for this agreement are allocated in the Tourism budget for international marketing and do not represent an increase in bottom-line year-over-year spending. Instead, this partnership with State of Washington Tourism (SWT) is a strategic collaboration that maximizes the effectiveness of that budget.

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The majority of the funds in this agreement are designated to maintain a global network of in-market representation agencies that broaden the reach and impact of our initiatives. The agreement ensures that the Port's responsible tourism principles of elevating community voices, supporting underserved regions, preventing overtourism, and routing tourism where it is needed are prioritized across all markets.

Funds spent on international marketing yield substantial returns for the region, contributing to job creation, increasing tax revenues, supporting businesses, and positively affecting the livelihoods of our residents.

We aim to showcase the region and SEA as a welcoming, progressive gateway to the U.S., targeting visitors who align with Washington's commitment to environmental stewardship, inclusion, and responsible travel.

This agreement increases the ROI on the Port's tourism initiatives and is a seminal effort to create a strong state office of tourism which would benefit all Washingtonians.

REQUEST FOR COMPETITION WAIVER

As Washington's official destination marketing organization, State of Washington Tourism (SWT) provides unique services and global positioning for the outlined international marketing activities. The Port and SWT have worked collaboratively to promote the region on a global scale with previous Port-funded initiatives (e.g., 2020's Tourism Recovery Initiative and 2023's International Tourism Marketing Agreement) which have helped establish the region's tourism brand. SWT maintains the Port's inclusion in priorities for international agency work and there is no other statewide organization that can collaborate on this scale. Due to this unique relationship, we are requesting a competition waiver for this initiative.

JUSTIFICATION

This initiative supports Goal 2 of the Port's Century Agenda: **Advance this region as a leading tourism destination and business gateway.** Through our international marketing efforts, we will increase brand awareness of our region, drive visitor-related spending, and strengthen SEA Airport's global positioning as a premier US gateway.

The initiative will be guided by the Port's EDI and responsible travel commitments by routing tourism to the communities, businesses and resources that need it as we create a positive economic cycle that benefits all Washingtonians.

DETAILS

International Marketing & Management Strategy and Plan

All of the marketing and management efforts supported by this agreement are guided by our commitment to responsible, inclusive and eco-conscious travel. This means attracting visitors who want a cultural connection to the region and seek out authentic experiences in a responsible

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way. It also means visitors staying longer, spending more, visiting during less busy times, exploring urban and rural areas, and generating a sustained positive economic and cycle.

Tourism marketing is not advertising, but a strategic communication plan including sales missions, familiarization tours, tour operator co-ops, trade shows, trainings, media relations, content creation, and more as a vehicle to promote and manage tourism in an effective and impactful manner.

The global agencies that SWT partners with provide crucial channels to reach our global audience and steer the narrative around our destination. They allow us to maintain contact with industry leaders, create content, represent our interests at trade shows and industry events, identify new opportunities, provide insights, pitch stories, recruit and vet fam and press tour attendees, and more.

As the three regional organizations with international reach, The Port, SWT and Visit Seattle are able to do for our businesses, communities, and destinations what they are not able to do on their own. We have regular meetings to discuss strategies, identify opportunities, and align priorities that help us elevate our destination and route tourism where it is needed and wanted. This agreement with SWT enhances the Port's efforts and ensures that Port priorities are kept top-of-mind.

The Port is currently represented via the SWT agreement with in-market agencies in:

- Japan
- South Korea
- United Kingdom/Ireland
- Germany
- France/Benelux
- Australia

Budget

The previous version of this agreement provided \$800k over two years. This new version expands the scope and increases the contract to \$1.5 million over three years – a \$100k per year increase created by strategic budget allocation to better achieve Port goals, not by increasing the department's bottom line.

These marketing efforts include business-to-business marketing through tour operator co-ops, paid content, in-market activations, trainings, trade shows, familiarization tour hosting, media trips, and more.

Industrywide ROI on tourism marketing has shown that the more you put in, the more your communities get out. Tourism Economics, a leading travel industry research firm, reports that for every dollar invested in marketing, SWT generates \$29 in visitor spending and \$3 in state and local tax revenue.

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This financial commitment is seminal for SWT and is not intended to continue beyond 2027.

The anticipated annual budget breakdown is included here:

In-Market Representation	\$235,000
Trade Shows. Sales Missions	\$125,000
B2B Travel Trade Activity (newsletters, co-ops, events, trainings, content creation, etc.)	\$95,000
Fam Trips/Promo Hosting	\$25,000
Campaigns/Co-ops	\$20,000
TOTAL	\$500,000

Scope of Work

This agreement supports the shared priorities of the Port and SWT related to responsible travel, eco-tourism, amplifying community voices and promoting tourism that enriches our destination economically, culturally and environmentally.

The work conducted under this agreement will aim to:

- Reflect and amplify the diversity and inclusivity of Washington throughout the entire program of work.
- Prioritize increasing the economic impact of the Port-owned businesses by increasing length of stay and amount of spend, especially during non-peak times.
- Build relationships that create loyalty among travel trade, media and other tourism producers to build a sustained positive economic cycle.
- Inspire targeted visitors who align with responsible travel values to choose Washington as their vacation destination and SEA as their gateway.
- Reduce overtourism at traditionally busy locations and during traditionally busy times.
- Establish the partnership as the expert source for quality, reliable content on a global scale to share information and steer destination narrative.
- Support the full diversity of Washington destinations and experiences to make the tourism economy work for all Washingtonians.
- Strengthen partnerships with valued thought partners including tribes, businesses, residents and tourism stakeholders.
- Maintain a global presence to keep Washington at top-of-mind for the travel trade and consumers.
- Attract international visitors who will contribute to sustaining Washington’s infrastructure and resources.

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ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1) Do not approve an agreement with SWT.

Pros:

- Reduces specific budget request by up to \$1,500,000

Cons:

- Eliminates Port presence with in-market agencies in all currently activated inbound travel markets including the UK/Ireland, Germany, France/Benelux, Japan, South Korea and Australia.
- Eliminates the possibility of leveraging the collaborative efforts with SWT to drive visitor-related economic impact to Washington state.
- Erodes the Port’s leading role as a tourism advocate and economic asset for our region
- Negatively impacts visitor-related economic impact to the region, reduces tourism-related tax revenues generated, and provides lessened support for local businesses and communities.

This is **not** the recommended alternative.

Alternative 2) - Work with SWT to implement a tourism promotion plan will increase international visitor travel spending and positively impact diverse communities statewide while positioning SEA as a premier US gateway. Total dollar amount, \$1,500,000.

Pros:

- Supports a positive cycle of tourism impact that drives increased spending, generates tax revenues that support infrastructure development, and bolsters local businesses.
- Provides channel to manage tourism to route visitors when and where they are needed.
- No other organization has the ability, breadth or capability to deliver a national tourism marketing project for all of Washington state.
- By aligning with SWT, the POS will be leveraging both organizations’ funding which will allow for a stronger marketing plan and increased ROI.

Cons:

- Not applicable as no other organization has the ability, breadth or capability to deliver a national tourism marketing project for all of Washington state.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

\$1,500,000 (\$500,000 per year funded by the tax levy)

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Cost Estimate/Authorization Summary

	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$0	\$1,500,000	\$1,500,000
AUTHORIZATION			
Previous authorizations	0	0	0
Current request for authorization	0	0	0
Total authorizations, including this request	0	0	0
Remaining amount to be authorized	\$0	\$1,500,000	\$1,500,000

ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

December 10, 2024 – Presentation given regarding new international marketing CAT III contract in collaboration with State of Washington Tourism.

March 14, 2023 – The Commission authorized \$800k International Tourism Marketing Agreement with State of Washington Tourism and provided the competition exception.

July 28, 2020 – The Commission authorized \$1.5 million joint marketing agreement with Washington Tourism Alliance to promote tourism recovery.



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Tourism Development

International Tourism Marketing & Management Agreement

Tourism Development Overview

Direct Investment

- Average \$300k per year in grants awarded
- Spotlight Advertising
- Providing opportunities

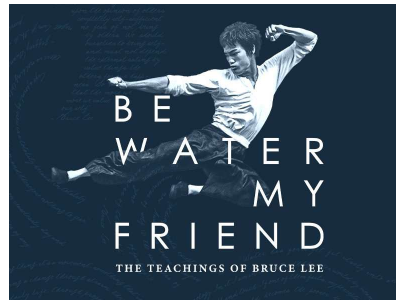
Responsible Tourism

- SnoValley Pilot Program
- Responsible Outdoor Travel Summit
- Leadership/Partnership

Marketing & Management

- \$1.5mil for 3 years
- Foundational work that supports all other work
- Century Agenda Goal #2

Supporting Local Partners



A Coastal Destination For All Families

LGBTQ Family Influencer Campaign with the Fontes Four Pack



SPOTLIGHTING COMMUNITIES



Discover Washington's Creative Districts

Discover museums, art, events, and more throughout Washington.

[READ MORE »](#)



Dining Guide: Where to Eat in Seattle's International District

Eat your way through the delectable culture and history of Seattle's Chinatown-International District.



Seattle Southside Guide: Des Moines, SeaTac, and Tukwila

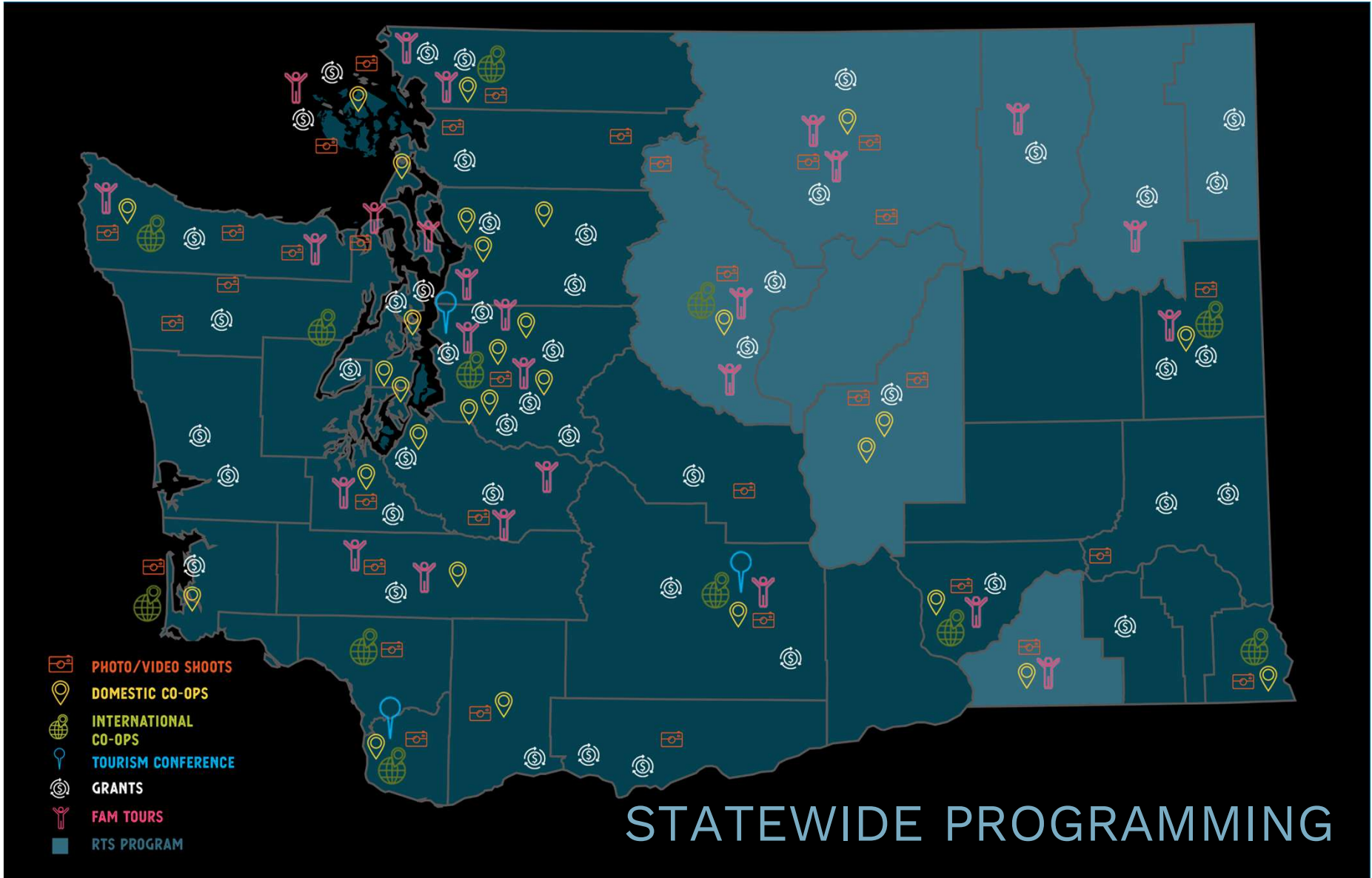
Find memorable things to see, do, experience, and taste – just minutes from the airport.

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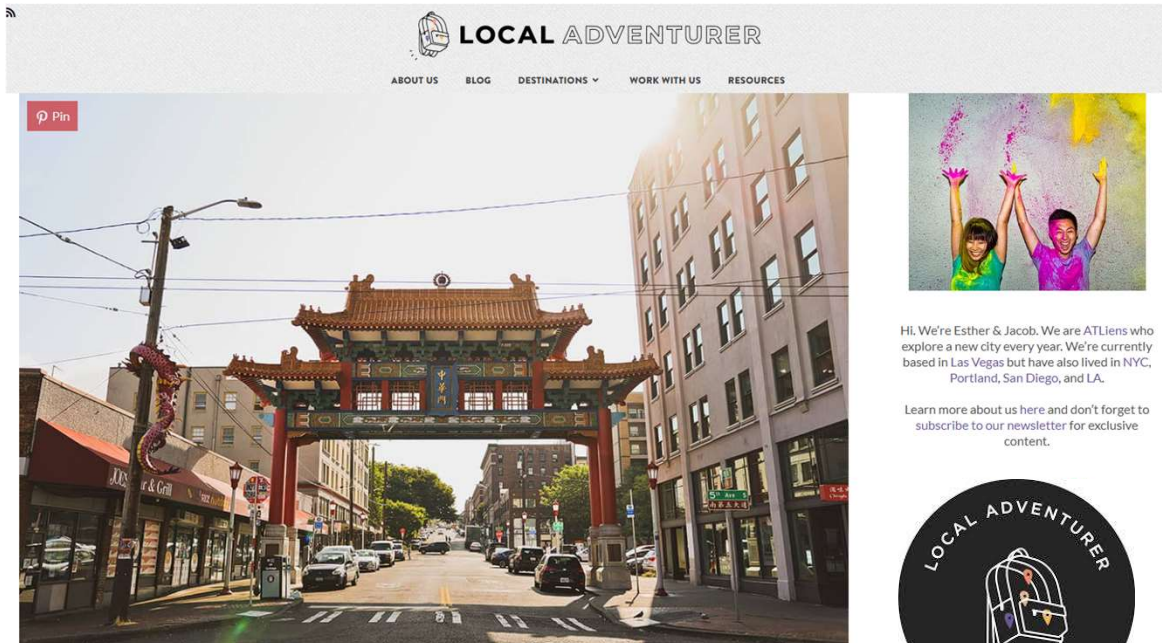
Responsible Tourism

- Strategy
- Education
- Partnership
- Leadership





Sample Results 2024



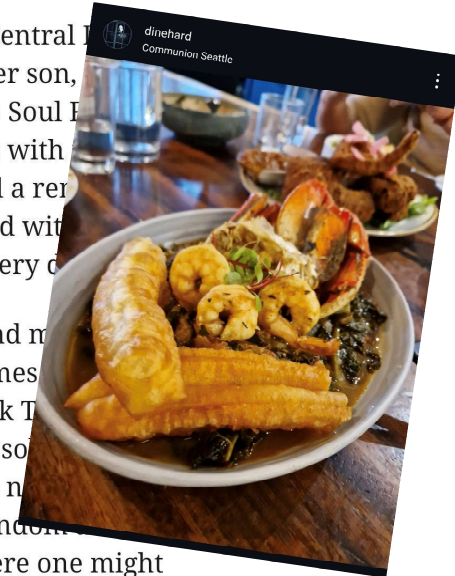
7 BEST SEATTLE NEIGHBORHOODS TO SPEND A WEEKEND



Restaurants worth visiting

At Communion R&B in Central Business District, chef Kristi Brown and her son, Jacob Bomar, serve up "Seattle Soul Food" including Black-eyed pea hummus with chickpeas, whole fried chicken, and a red and white fish-heavy gumbo, served with fried doughnuts to mop up every drop.

Considerably smaller, and more intimate, narrower is OffAlley. James Beard Award-nominated and New York Times Best Restaurant recommended, it's an absolute gem. The tasting menu, as the name suggests, features quite a lot of random ingredients, and not always where one might expect them, such as foie gras ice cream. It's the near perfect Seattle restaurant: clever, creative, fun, with a focus on the local and seasonal.



Visitor volume and spending

Amounts in millions of visitors, \$ billions, and \$ per person

	2019	2020	2021	2022	2023	2023 Growth
Total visitors, mils	109.5	79.6	95.3	102.2	107.9	5.6%
Domestic	104.5	78.6	94.0	99.7	105.2	5.5%
International	5.0	1.0	1.3	2.5	2.7	7.7%
Visitor spending, \$bils	\$21.85	\$13.02	\$17.73	\$22.06	\$23.86	8.1%
Domestic	\$17.68	\$12.18	\$16.56	\$19.93	\$21.39	7.3%
International	\$4.17	\$0.84	\$1.17	\$2.13	\$2.47	15.9%
Per visitor spending, \$	\$200	\$164	\$186	\$216	\$221	2.4%
Domestic	\$169	\$155	\$176	\$200	\$203	1.7%
International	\$834	\$844	\$931	\$861	\$927	7.6%

Source: Longwoods International, Tourism Economics

International Tourism Marketing & Management Agreement

Port of Seattle Century Agenda Goal #2:
Advance this region as a leading tourism destination

This agreement allows the Port to partner with SWT on crucial business-to-business tourism **marketing and management** work that generates increased visitor spending, tax revenues and job creation throughout our region by employing responsible tourism promotion strategies across the globe.

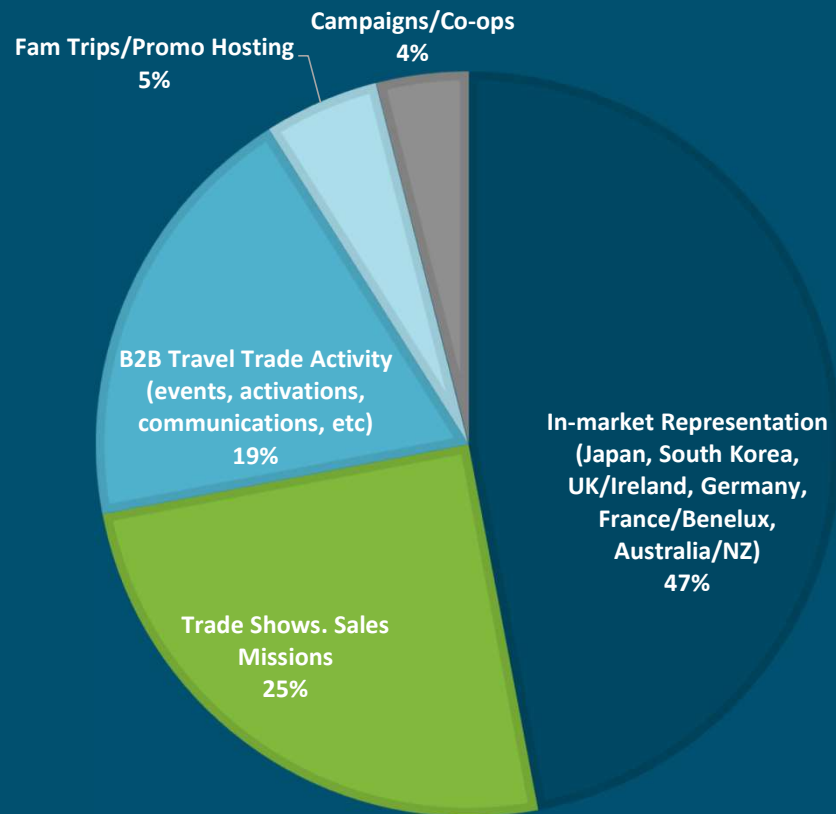
Commission Action

Seeking authorization for a new CATIII agreement with SWT for \$1.5million dollars over three years in addition to a competition waiver as per exemption 3.2.2

Continuing the Partnership

- Partnering on Upcoming Industry Events
 - Japan/South Korea Sales Mission
 - IPW 2025 – Chicago
 - Brand USA Travel Week
- Conducting industry trainings in active markets
- Leveraging hosting FIFA 2026 to benefit communities and drive future visitor spending
- Advancing responsible travel messaging, marketing and management through media calls, press releases and newsletters in all markets
- Recruiting and vetting high-level fam tours and press trip attendees to drive awareness and inclusion
- Aligning priorities with Visit Seattle

PROPOSED BUDGET BREAKDOWN



8a. Minutes for Approval

To be Distributed Under Separate Cover

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8b

ACTION ITEM

Date of Meeting January 28, 2025

DATE: January 19, 2025
TO: Steve Metruck, Executive Director
FROM: Eloise Olivar, AFR Assistant Director Disbursements
SUBJECT: **Claim and Obligations – August 2024**

ACTION REQUESTED

Request Port Commission approval of the Port Auditor's payment of the salaries and claims of the Port pursuant to RCW 42.24.180 for payments issued during the period August 01 through 31, 2024 as follows:

Payment Type	Payment Reference Start Number	Payment Reference End Number	Amount
Accounts Payable Checks	954888	955309	\$6,772,243.31
Accounts Payable Manual Checks	100000	100028	\$73,796.66
Accounts Payable ACH	068508	069208	\$57,908,035.05
**Accounts Payable Electronic Fund Transfer (EFT)	016369	102183	\$11,531,311.85
***Payroll Checks	213747	216685	\$8,616,853.08
Payroll ACH	1211147	1216137	\$16,639,535.94
Total Payments			\$101,541,775.89

***Includes five wire payments totaling \$60,032.88. Due to recovery from system outage, new series of payment reference numbers were generated.*

****Includes payroll direct deposits during system outage which were recorded as check payment type to avoid duplicate payments when Payroll system was restored.*

Pursuant to RCW 42.24.180, "the Port's legislative body" (the Commission) is required to approve in a public meeting, all payments of claims within one month of issuance.

OVERSIGHT

All these payments have been previously authorized either through direct Commission action or delegation of authority to the Executive Director and through his or her staff. Detailed information on Port expenditures is provided to the Commission through comprehensive budget presentations as well as the publicly released Budget Document, which provides an even greater level of detail. The Port's operating and capital budget is approved by resolution in December for the coming fiscal year, and the Commission also approves the Salary and Benefit Resolution around the same time to authorize pay and benefit programs. Notwithstanding the Port's budget approval, individual capital projects and contracts exceeding certain dollar thresholds are also subsequently brought before the Commission for specific authorization prior to commencement of the project or contract - if

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they are below the thresholds the Executive Director is delegated authority to approve them. Expenditures are monitored against budgets monthly by management and reported comprehensively to the Commission quarterly.

Effective internal controls over all Port procurement, contracting and disbursements are also in place to ensure proper central oversight, delegation of authority, separation of duties, payment approval and documentation, and signed perjury statement certifications for all payments. Port disbursements are also regularly monitored against spending authorizations. All payment transactions and internal controls are subject to periodic Port internal audits and annual external audits conducted by both the State Auditor's Office and the Port's independent auditors.

For the month of August 2024, over \$ \$76,285,386.87 in payments were made to nearly 618 vendors, comprised of 1,807 invoices and over 10,451 accounting expense transactions. About 92 percent of the accounts payable payments made in the month fall into the Construction, Employee Benefits, Payroll Taxes, Contracted Services, Insurance, Janitorial Services, Sales Taxes, Utility Expenses, Maintenance Inventory and NWSA Construction Payments. Net payroll expense for the month of August was \$25,256,389.02.

Top 10 Payment Category Summary:

Category	Payment Amount
Construction	33,897,217.50
Employee Benefits	10,920,478.94
Payroll Taxes	6,630,042.34
Contracted Services	5,409,728.89
Insurance	4,390,419.20
Janitorial Services	3,437,483.05
Sales Taxes	1,820,070.17
Utility Expenses	1,747,365.35
Maintenance Inventory	1,161,311.86
NWSA Construction Payments	1,053,102.11
Other Categories Total:	5,818,167.46
Net Payroll	25,256,389.02
Total Payments	\$101,541,775.89

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Appropriate and effective internal controls are in place to ensure that the above obligations were processed in accordance with Port of Seattle procurement/payment policies and delegation of authority.



Lisa Lam/Port Auditor

At a meeting of the Port Commission held on January 28, 2025, it is hereby moved that, pursuant to RCW 42.24.180, the Port Commission approves the Port Auditor's payment of the above salaries and claims of the Port:

Port Commission



**COMMISSION
AGENDA MEMORANDUM**

Item No.

8c

ACTION ITEM

Date of Meeting

January 28, 2025

DATE: January 28, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Rick Duncan, Director, Aviation Business and Properties

SUBJECT: Airline Technical Representative Contract Amendment

ACTION REQUESTED

Request Commission authorization for the Executive Director to amend a contract with AVAir Pros for Airline Technical Representative (ATR) services for an additional amount not to exceed \$1.5 million, for a new total of \$4.5 million, to support required services.

Executive Summary:

The Airline Technical Representative (ATR) Contract is a Port of Seattle (Port) consulting contract to support the SEA signatory airlines in appropriately engaging in SEA capital project planning and business/operational issues. Besides Alaska Airlines, most airline corporate properties representatives are not local to Seattle. An ATR contract allows them to have an in-person liaison to represent their interests and support them in staying abreast of issues of interest to the SEA Airlines.

After execution of the original agreement, services were added to the ATR scope to help with the Baggage Optimization Program (BOP). This caused the contracted amount to be expended more quickly than scheduled. This request is to increase the amount of the total contract to continue support of required services.

Please note, although the contract is procured and managed by the Port, ATR services are requested and fully funded by the airline group via recovery through airline rates and charges.

Justification:

The Seattle region is one of the fastest growing in the country. The region's growth continues to drive the rapid airline growth at the Airport. That growth has and continues to outstrip existing operational and passenger processing capacity and is exacerbated by the continued deterioration of aging facilities and infrastructure needing significant renewal and replacement. To have a successful capital program and coordinate the ever-increasing operational challenges associated with Airport operations, airline engagement is critical. The ATR resource has proven to be effective at ensuring appropriate airline engagement and involvement for daily operations and longer-term initiatives like future SEA capital projects.

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Scope of Work

The Consultant is responsible for serving as a single point of contact for both the Airlines and Airport as it relates to coordinating the Airline Industry's input and involvement during the facility planning, design, construction, and activation/commissioning phases projects that are to be implemented as part of SEA's Capital Improvement Program. Additionally, the Consultant may be requested to facilitate airline/Port input on key business and/or operational issues. In the capital support capacity, the ATR program facilitates communications between the Airlines and Airport, coordinates Airline industry review of various program-related technical submittals (i.e. pre-design white papers, scoping documents, project technical requirements, in-progress design drawings and specifications, reports, cost estimate and schedule summaries, etc.) and provides input on behalf of the Airlines to the Airport staff and consultants for their review, consideration, and approval to incorporate into the program.

In the business and operational support, the Consultant may work to supplement and collaborate with both local and corporate airline representatives to work through areas of conflict or challenge between the Port and airlines. Some representative examples would be engagement of relevant airline/Port staff to mediate areas of conflict or desired collaboration, research approved business and/or operational issues, identify alternatives and ensure appropriate stakeholders are engaged or represented. Ultimately, the purpose of the Consultant is to serve as representatives on behalf of all SEA Airlines to participate in various discussions to offer an airline perspective when airline representatives themselves are unable to participate directly.

The original anticipated level of effort included the elements as described above, however, after the execution of the contract, the Airlines and the Airport requested additional project specific ATR support for the Baggage Optimization Program (BOP) Phase 2. Unlike other project specific ATR support contracts (i.e. SCE, Baggage Optimization Program Phase 3) which are contracted separately, it was decided to leverage this agreement to provide project specific support services for BOP Phase 2. This support has since been provided and BOP Phase 2 is now physically completed. Airport management has discussed and reviewed the level of support now required to meet the full scope covered by the original contract. The value of this contract amendment adequately reflects this requirement.

Schedule:

- Executed contract Amendment – February 2025
- Contract Expiration – March 2027

Financial Implications:

- Consistent with the 2025 budget; \$200K is budgeted in 2025 expense and \$200K capitalized in 2025 and directly charged to projects for \$400K total spend in 2025.

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Attachments:

None.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

- October 27, 2020 – authorization approved, item 6f, contract for Airline Technical Representative services up to six years.
- April 26, 2016 – authorization approved, item 4d, contract for Airline Technical Representative services up to five years.



**COMMISSION
AGENDA MEMORANDUM**

Item No.

8d

ACTION ITEM

Date of Meeting

January 28, 2025

DATE: December 23, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Tin Nguyen, Director, Waterfront Project Management
Arthur Kim, Capital Project Manager

SUBJECT: Major Construction Unit Price Contract for Dredging

Amount of this request: \$0
Total Estimated Contract \$12,000,000
Capacity:

ACTION REQUESTED

Request Commission authorization for the Executive Director to advertise for bids and execute a major construction unit price contract for future dredging projects for a total not-to-exceed capacity of \$12,000,000. No funding is associated with this request.

EXECUTIVE SUMMARY

This request is for the authorization to advertise a major construction unit price contract up to \$12,000,000 to perform the maintenance dredging projects at T-18, T-30, T-46, T-91, and the West Waterway to their designed depths and allow deep-draft vessels to access and berth at these terminals without hindrance.

JUSTIFICATION

Maintenance dredging is a vital part of the Port's asset management program. It ensures that deep draft vessels calling at the Port can safely moor without delays at the West Waterway and the berths of T-18, T-30, T-46, and T-91.

Unit price construction contracts allow for a more efficient and consistent procurement of a contractor to perform similar work at multiple terminals. For each major construction contract, it takes many months to prepare bid documents, advertise for bids, and execute the contract. A unit price contract combines these efforts into a single procurement process and allows for construction to start as early as December of 2025.

Meeting Date: January 28, 2025

Once the unit price contract is in place, executing a work authorization for each project should take weeks and not months, making the Port more responsive to changing business needs.

Diversity in Contracting

The project team is working with the Diversity in Contracting Department to determine an aspirational goal for WMBE participation on this construction contract.

DETAILS

Scope of Work

Utilizing the Major Construction Unit Price Contract will allow for the early procurement of a contractor and enables construction to begin as early as Q4 of 2025. The following maintenance dredging projects are planned for the coming years. Each project will go through separate authorizations for design and construction.

- (1) The West Waterway High Spots Dredging to begin construction in Q4 of 2025 and target completion in Q1 of 2026.
- (2) The T-18 Maintenance Dredging Project to begin construction in Q4 of 2025 and target completion in Q1 of 2026.
- (3) The T-30 Maintenance Dredging Project to begin construction in Q4 of 2025 and target completion in Q1 of 2027.
- (4) The T-46 Maintenance Dredging Project to begin construction in Q4 of 2026 and target completion in Q1 of 2027.
- (5) The T-91 Maintenance Dredging Project to begin in construction of Q4 of 2027 and target completion in Q1 of 2028.

Schedule

Activity

Commission authorization	2025 Quarter 1
Advertise	2025 Quarter 1
Execute Contract	2025 Quarter 3
Construction starts	2025 Quarter 4

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Do nothing.

Cost Implications: Expense funds will still be used in future years as separate projects.

Pros:

- (1) Retain Port resources for other priority projects and financial initiatives.
- (2) Defer temporary construction impacts at the Terminals.

Meeting Date: January 28, 2025

Cons:

- (1) Dredging projects will be delayed a minimum of one year due to delays in construction procurement.
- (2) Having separate procurements for each project will raise the overall costs.

This is not the recommended alternative.

Alternative 2 – Advertise a Major Construction Unit Price Contract for Dredging.

Cost Implications: No funding is associated with this request.

Pros:

- (1) Begin construction as early as Q4 of 2025.
- (2) Addresses the highest priority high spots in the West Waterway as identified by the Puget Sound Pilots.

Cons:

- (1) Requires allocation of resources that could be used to fund other Port projects.
- (2) Temporary construction impacts to operations.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

No funding is associated with this request. Individual work authorizations will be paid for from projects that will be authorized separately through established procedures. The total cost for the contract will not exceed \$12,000,000. No work is guaranteed to the contractor and the Port is not obligated to pay the contractor until a work authorization is executed. After receiving authorization for each project in accordance with established procedures, the actual work will be defined, and the Port will issue individual work authorizations for each project.

ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

Item No.: 8d_Supp

Date of Meeting: January 28, 2025

Major Construction Unit Price Contract for Dredging

Tin Nguyen – Director, Waterfront Project Management

Arthur Kim – Capital Project Manager, Waterfront Project Management



Action Requested

Commission Authorization Request:

Request Commission authorization for the Executive Director to advertise for bids and execute a major construction unit price contract for future dredging projects for a total not-to-exceed capacity of \$12,000,000. No funding is associated with this request.

Background

- Maintenance dredging is a vital part of the Port's asset management program. It ensures that deep draft vessels calling at the Port can safely and without delays at the West Waterway and the berths of T-18, T-30, T-46, and T-91.
- Unit price construction contracts allow for a more efficient and consistent procurement of a contractor to perform similar work at multiple terminals.

Contract Objectives

Dredging Project	Target Substantial Completion
West Waterway High Spots	Q1 2026
T-18 Maintenance Dredging	Q1 2026
T-30 Maintenance Dredging	Q1 2027
T-46 Maintenance Dredging	Q1 2027
T-91 Maintenance Dredging	Q1 2027

Each project will go through separate authorizations for design & construction.

Schedule

Activity

Commission authorization	2025 Quarter 1
Advertise	2025 Quarter 1
Execute Contract	2025 Quarter 3
Construction starts	2025 Quarter 4

Action Requested

Commission Authorization Request:

Request Commission authorization for the Executive Director to advertise for bids and execute a major construction unit price contract for future dredging projects for a total not-to-exceed capacity of \$12,000,000. No funding is associated with this request.



**COMMISSION
AGENDA MEMORANDUM**

Item No.

8e

ACTION ITEM

Date of Meeting

January 28, 2025

DATE: January 17, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Matthew Bullock, Labor Relations Manager

SUBJECT: New Collective Bargaining Agreement with the International Brotherhood of Electrical Workers, Local 46, representing Electronic Technicians

Total Port Cost Increase for the Duration of the Agreement: \$2,894,602

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement between the Port of Seattle and the International Brotherhood of Electrical Workers, Local 46, representing sixty-one (61) Electronic Technicians assigned to the Port of Seattle Aviation Maintenance divisions, covering the period from June 1, 2023, through May 31, 2026.

EXECUTIVE SUMMARY

Good faith bargaining between the International Brotherhood of Electrical Workers, Local 46, and the Port of Seattle resulted in a fair collective bargaining agreement consistent with the Port's priorities. The sixty-one (61) Electronic Technicians in the bargaining unit comprise two groups. One group of twenty (20) service the airport's Satellite Transit System; the other group of forty-one (41) is responsible for maintaining a variety of electronic systems and underlying infrastructure.

This agreement is for three years covering the period from June 1, 2023, through May 31, 2026. The estimated total additional cost for wages and benefit increases is \$2,894,602. The estimated additional cost per year of the contract is: year one, \$510,469; and year two, \$1,123,672; and year three \$1,260,462. The cost is based on an annual wage increases of 10% in year one, 7.5% in year two, 5% in year three, and 1% in year three, effective third quarter. The pension contribution increases in year one, \$0.50 per hour; year two, \$0.70 per hour; year three, \$0.93 per hour.

Other changes include commitment to partnership in identifying and elimination barrier that have prevented oppressed communities and the replacement of gender specific language and job titles throughout the agreement.

Meeting Date: January 28, 2025

JUSTIFICATION

RCW Chapter 41.56 requires the Port of Seattle to collectively bargaining wages, hours and conditions of employment with the exclusive bargaining representative designated by the employees.

DETAILS

Term of the Agreement

Retroactive to June 1, 2023, through May 31, 2026.

FINANCIAL IMPLICATIONS

Wages

Classification	Service Time	Effective 6/1/23 Base Hourly Rate (+10.0%)	Effective 6/1/24 Base Hourly Rate (+7.5%)	Effective 6/1/25 Base Hourly Rate (+5.0%)	Effective 1/1/26 Base Hourly Rate (+1.0%)
Automated Control Specialist / Electronic Technician	Journey level	\$63.03	\$67.76	\$71.15	\$71.86

Other Changes

- Incorporated definition of Capital Projects language into agreement.
- Memorialized commuting benefits, ORCA card and ferry reimbursements programs
- Incorporated Juneteenth holiday.
- Added language adding GPS programs, Aviation Surface Area Management System and Telematics program
- Modified probationary employee provision.
- Increased footwear stipend increase.

Meeting Date: January 28, 2025

Cost Impact \$	Year 1	Year 2	Year 3
Pay	\$397,672	\$921,444	\$618,929
Benefits	\$112,797	\$202,227	\$641,533
Total New Money	\$510,469	\$1,123,672	\$1,260,462
Total Cumulative Cost	\$510,469	\$1,634,141	\$2,894,602

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$2,894,602.

ATTACHMENTS TO THIS REQUEST

1. Collective Bargaining Agreement between the Port of Seattle and the International Brotherhood of Electrical Workers, Local 46, and the Port of Seattle resulted in a fair agreement consistent with the Port’s priorities. This agreement is for three years covering the period from June 1, 2023, through May 31, 2026.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

COLLECTIVE BARGAINING AGREEMENT

BY

AND

BETWEEN

THE PORT OF SEATTLE

AND

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

REPRESENTING ELECTRONIC TECHNICIANS

June 1, 2023 - May 31, 2026

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

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This AVM Electronic Systems Group Agreement is entered into between the Port of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "Port," and Local Union 46 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union."

The jurisdiction of this agreement shall include installation, operation, renovation, alteration, inspection, repair, software configuration, implementation and oversight of information security systems for systems included, maintenance, and service of the following operational technology (OT) systems and their underlying infrastructure: Combined Command & Communication Center (C4), Automated People Mover Systems (APM) to include the current APM Satellite Transit System (STS) and their supporting systems and equipment, Baggage Handling System, Airport Ticketing and Gate Systems, Radio Communication Systems, Security Systems, Electronic Signage Systems, Parking and Revenue Control Systems, Closed Circuit TV and Video Management Systems, Facility & Power Monitoring (SCADA), Atmosphere & Surface Monitoring, Terminal Wide Voice Paging System (TWVPS) & Messaging, Intercoms & Emergency Phone Systems, Time Display, Ramp Tower Digital Voice Communication System, POS Badge Printers, Airfield FOD Sensor System, Advanced Visual Docking System, Airport Audio Recording System, Incident Command Vehicles, Floor Count System, Automated Passport Control, Biometric Exit System, Perimeter Intrusion Detection System (PIDS), Surface Area Management System, Parking Guidance and Inventory, and other miscellaneous systems at Sea-Tac International Airport.

Operational technology (OT) is the hardware and software that monitors and controls devices, processes, and infrastructure. Systems that process operational data (including electronic, telecommunications, computer systems and technical components) are included under the term operational technology.

At the discretion of management, employees covered by this agreement may be assigned to perform these work functions at locations outside the airport. In the event that an AVM Electronic System extends beyond the airport, a Business Partnership meeting will be convened to discuss how the Electronic Technicians will maintain and administer that system.

When an interface is required between a system under the jurisdiction of this contract and any other system, the Port and the Union shall meet and confer to discuss technical issues affecting the interface.

In view of the foregoing, it is hereby agreed between the Port and the Union that the following shall apply:

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

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

ARTICLE 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 **Membership Rights** – All Employees working in the bargaining unit shall have the right to become a Union member upon hire. When possible, the Port will strive to refer questions from Employees about Union membership directly to the Union.
- 3.3 **Notice** – The Port shall advise the Union of the names and addresses of new Port Employees covered by this Agreement within seven (7) calendar days following the date of employment.
- 3.4 **Automatic Payroll Deduction** - Upon receipt of written authorization individually signed by the Employee, the Port will deduct from the pay of such Employee the amount of dues and initiation fees as certified by the Union. The Port shall transmit such fees to the Union once each month on behalf of the members involved.
- 3.5 **Dues Deduction Cancellation** – An Employee may cancel their payroll deduction of dues and fees by written notice to the Union and to the Employer. The Port will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice.
- 3.6 **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.
- 3.7 **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 regular and temporary employees from the local community, specify certain employees as regular employees, subcontract work as allowed by this agreement, allow tenants and leaseholders doing business with the Port to do the work covered by this agreement on their leased premises only, and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work unit.

Due to the unique nature of the operations of the Port of Seattle, the demands for skilled electronic technicians are highly variable in specific skills and equipment, numbers of crew and required response time. The parties have negotiated in good faith on the subject of subcontracting, with the interest of the 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. No employee working under this agreement shall be laid off, transferred, or suffer loss of regular work hours due to subcontracting or transferring of the work performed under this Agreement.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

5.1 Definitions

5.1.1 Regular Employee – A regular employee is an employee employed by the Port of Seattle who has worked in the bargaining unit at least eight (8) continuous months. Once an employee attains regular employee status, seniority shall be retroactive to their date of hire in the bargaining unit.

5.1.2 Probationary Employee – A probationary employee is an at-will employee and may be terminated without cause or recourse to the grievance procedure. Probationary employees must work an equivalent to eight (8) months of continuous full-time work. The probationary employee will be recognized as having attained Seniority status upon the successful completion of their probationary period.

The probationary period may be extended by management, in consultation with the Union, based on the documented performance review completed by the supervisor, not to exceed a total of twelve (12) months worked.

The Port will notify the shop steward and the Union within one (1) week when it hires any Probationary employees in the bargaining unit. Probationary employees shall report directly to the Supervisors. Work will include, but is not limited to technical support to Electronic Systems and STS.

5.1.3 Automated Control Specialist / Electronic Technician (ACS / ET) Supervisor – Whenever an employee has the responsibility of the supervision of employees or the coordination of subcontractors on a project or routine work assignment, they will be paid at least the supervisor scale. An ACS / ET Supervisor, as compared to a Journey Level Employee, has some distinct responsibilities to adhere to and enforce established Port policies and procedures, management directives, and keeping positive relations with all others. An ACS / ET Supervisor shall perform duties with regards to:

- (a) Employees: supervision, assignments, track and report on performance, safety and compliance.
- (b) Tools and Equipment: manage, track, secure, and report use of resources.
- (c) And other duties as assigned.

5.1.4 General Supervisor – Whenever an employee has the responsibility of supervision of multiple crews and/or multiple shifts, where other system supervisors have been assigned to manage crews, they will be paid at least the general supervisor's scale. A General Supervisor has the responsibility of supervision/coordination of multiple ACS / ET Supervisors and/or multiple shifts.

Employees shall be covered under the classifications and wage rate formulas that follows:

5.2 Wage Rates

Effective June 1, 2023, the straight-time hourly basic wage rates for electronic systems classifications shall be established as follows:

Automated Control Specialist/Electronic Technician – Effective June 1, 2023, the base wage of the Automated Control Specialist/Electronic Technician shall be \$63.03 per hour (a 10% increase).

Effective June 1, 2024, the base wage of the Automated Control Specialist/Electronic Technician shall be \$67.76 per hour (a 7.5% increase).

Effective June 1, 2025, the base wage of the Automated Control Specialist/Electronic Technician shall be \$71.15 per hour (a 5% increase).

Effective January 1, 2026, the base wage of the Automated Control Specialist/Electronic Technician shall be \$71.86 per hour (a 1% increase).

General Supervisor – 20% above the Automated Control Specialist/Electronic Technician.

ACS / ET Supervisor – 10% above the Automated Control Specialist/Electronic Technician.

Probationary Electronic Technician – 10% below the Automated Control Specialist/Electronic Technician (Applies during probationary period only).

5.3 Supervisor Minimum Staffing

The assignment of Supervisors shall be at the discretion of management. Assignment of an employee to the classification of General Supervisor, though not required, may be implemented at the discretion of management. Both the ET shop and the STS shop shall each have one (1) supervisor assigned to the day shift, one (1) to the swing shift, and one (1) to the graveyard shift (for a minimum of six (6) supervisors). The Port agrees to discuss the Weekend Temporary Lead position at the Business Partnership meetings during the term of this agreement.

5.4 Capital Project Work

If an Automated Control Specialist / Electronic Technician is asked to perform work that is funded by a capital work order and is approved by AVM management, a 10% premium will be paid. This would include capital project installation work or capital project plan reviews with comments that would directly affect specs. Regular job duties are not eligible for the premium (e.g., routine maintenance work, routine escorting, or required safety support, etc.).

The parties agree to discuss the impacts of the additional capital project workload and project support workload on General Supervisors, Supervisors, and System Supervisors.

5.5 Shift Differentials

The hourly pay differential for second (2nd) shift shall be ten percent (10%) above the straight-time day rate of the employee's classification. The hourly pay differential for third (3rd) shift shall be fifteen percent (15%) above the straight-time day rate of the employee's classification.

5.6 Overtime

All overtime shall be paid at the rate of double time (2x). Double time (2x) is never more than two times (2x) the straight-time day rate and does not include shift differentials.

5.7 Bi-weekly Pay

Payroll checks will be distributed on a bi-weekly basis.

5.8 Call In

Any person called in to work on a day off or called in to work before or after the conclusion of their shift shall be paid a minimum of four (4) hours pay at the overtime rate regardless of the length of the call, unless the call lasts more than four (4) hours. This pay shall be in addition to any pay paid for the person's regular shift. The employee accepting the callout may be required to work the full four hours if necessary due to the emergency work, or take other emergency calls during this four-hour period prior to leaving Port property. This does not apply to the extension of shifts before or after the scheduled shift.

5.9 Phone and Computer Consultation Overtime – When employees are called or contacted outside of their regular shift to seek technical advice or support, the employee giving the advice shall be compensated at the overtime time rate in quarter hour (.25) hour intervals for phone, text, or computer consultations. Multiple calls or computer messages within the same fifteen-minute interval shall not be compensated as separate consultation events. Consultation overtime is approved using the same overtime approval process as used for other overtime assignments. Phone or computer consultations to employees outside their regular shift in regards to scheduling or other non-technical support shall not result in any compensation.

ARTICLE 6: HOURS OF WORK

6.1 (a) Normal Workweek – The normal workweek shall be defined as five (5) consecutive eight (8) hour days (5x8) or four (4) consecutive ten (10) hour days (4x10) within a standard week of Sunday through Saturday, exclusive of a thirty (30) minute unpaid meal period.

An employee may volunteer to schedule their workweek as non-consecutive days. The maximum number of Saturdays and or Sundays which an employee can be required to work at the straight-time rate of pay shall be limited to a ratio of 1 in 3. Saturdays and or Sundays worked in excess of this ratio will be paid at the overtime rate of pay. This ratio may be calculated over a several week period to account for the rotating of weekend duty. To calculate the ratio the number of Saturdays and Sundays worked over a period of time is divided by the total number of Saturday and Sundays that occurred during that same period of time. If an employee takes paid time off for a Saturday or Sunday they were scheduled to work, those days shall be counted for the purpose of calculating the 1 in 3 ratio. PTO may include vacation, holiday, sick leave and bereavement leave. A Saturday or Sunday worked at the overtime rate of pay shall not be counted when calculating the ratio.

An employee may volunteer to work more Saturdays and Sundays than the 1 in 3 ratio at the straight-time rate of pay.

The employees of each individual shift shall establish and coordinate their schedules with their respective shift supervisor such that the aggregate coverage meets the required staffing defined by management.

- (b) **Optional Workweek** – The normal workweek may be changed for crews or portions of crews by mutual consent of the Union and the Port.
- (c) **Meal Periods** – Employees will be paid for meal periods when required by State law.

6.2 **Shift Definitions**

- (a) **First Shift** – An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 9:00 A.M. will be considered to be on first (1st) shift.
- (b) **Second Shift** – An employee assigned to work on a shift beginning between the hours of 1:00 P.M. and 5:00 P.M. will be considered to be on second (2nd) shift. The pay rate for an employee assigned to second (2nd) shift will be their base hourly pay rate of pay plus ten (10%) percent. An employee who is regularly assigned to the second (2nd) shift will have all compensable time paid at the higher rate of pay.
- (c) **Third Shift** – An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 1:00 A.M. will be considered to be on third (3rd) shift. The pay rate for an employee assigned third (3rd) shift will be their base hourly rate of pay plus fifteen (15%) percent. An employee who is regularly assigned to the third (3rd) shift will have all compensable time paid at the higher rate of pay.

6.3 **Changes to Shift or Workweek** – Changes to work schedules, including shifts, days of the week, or hours, will require one (1) week notice to affected employees. If the employer

does not meet the notification requirements, the employee will be paid at the overtime rate of pay until the notification requirement is met. No employee will have their work schedule (shift, days of week, or hours) altered for the purpose of avoiding overtime or without the required notice.

ARTICLE 7: VACATION (Effective through May 31, 2024)

7.1 Monthly Rates of Accrual

Vacation provisions shall apply, limited to regular employees covered by this agreement, as stated below.

Effective June 1, 2019

- 7.1.1 Two Weeks Vacation** - An employee starting with the first day of employment and through thirty-six (36) months of continuous service shall accrue vacation leave at the rate of 6.67 hours per month, or up to two (2) weeks per year (6.67 hours x 12 months = 80 hours per year).
- 7.1.2 Three Weeks Vacation** - An employee starting at the beginning of thirty-seven (37) months and through eighty-four (84) months of continuous service shall accrue vacation leave at the rate of ten (10) hours per month, or up to three (3) weeks per year (10 hours x 12 months = 120 hours per year).
- 7.1.3 Four Weeks Vacation** - An employee starting at the beginning of forty-five (85) months and through one hundred forty-four (144) months of continuous service shall accrue vacation leave at the rate of 13.34 hours per month, or up to four (4) weeks per year (13.34 hours x 12 months = 160 hours per year).
- 7.1.4 Five Weeks of Vacation** - An employee starting at the beginning one hundred forty-five (145) months of continuous service shall accrue vacation leave at the rate of 16.67 hours per month, or up to five (5) weeks per year (16.67 hours x 12 months = 200 hours per year).

Effective January 1, 2021

- 7.1.5 Three Weeks Vacation** - An employee starting with the first day of employment and through eighty-four (84) months of continuous service shall accrue vacation leave at the rate of ten (10) hours per month, or up to three (3) weeks per year (10 hours x 12 months = 120 hours per year).
- 7.1.6 Four Weeks Vacation** - An employee starting at the beginning of eighty-five (85) months and through one hundred forty-four (144) months of continuous service shall accrue vacation leave at the rate of 13.34 hours per month, or up to four (4) weeks per year (13.34 hours x 12 months = 160 hours per year).

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

Effective June 1, 2022

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

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

7.1.10 Five Weeks Vacation - An employee starting at the beginning of one hundred forty-five (145) months of continuous service and through two-hundred and sixteen (216) months of continuous service shall accrue vacation leave at the rate of 16.67 hours per month, or up to five (5) weeks per year (16.67 hours x 12 months = 200 hours per year).

7.1.11 Six Weeks Vacation - An employee starting at the beginning of two-hundred and seventeen (217) months of continuous service shall accrue vacation leave at the rate of twenty hours per month or up to six (6) weeks per year (20 hours x 12 months = 240 hours per year).

An employee covered under this Agreement who has at least eighteen years of continuous service and who retires during the term of this Agreement shall receive the full value of the sixth (6th) week of vacation.

Vacation shall accrue at the rate of one-twelfth (1/12th) of said employee's vacation schedule for each month in which one hundred twenty (120) hours or more were compensated.

On each employee's fifth (5th), and twelfth (12th) anniversary date, payroll shall adjust the vacation accrual to reflect the appropriate vacation schedule by crediting the employee with an additional one (1) week (40 hours) of vacation accrual.

Delete the 5th year and 12th year vacation accrual bonus on June 1, 2022.

7.2 Vacation Eligibility - For new employees, vacation vests after six (6) months of service. New employees shall not be eligible to use vacation accruals until after the completion of six (6) months of service.

7.3 Limits on Accumulating Vacation Leave

7.3.1 Vacation accruals shall be limited to a maximum of four hundred eighty (480) hours. All accruals will stop as soon as any employee has accrued a maximum of four hundred eighty (480) hours. Accruals will begin again as soon as accrual level drops below four hundred eighty (480) hours.

7.3.2 Vacation Cash Out: Effective upon ratification, employees may cash-out any amount of their accrued vacation hours, provided the employee has a minimum balance of two (2) weeks of vacation hours remaining immediately following the cash out. Cash-outs shall be processed at the employee's current hourly rate of pay as recorded in the payroll system. Such pay shall include the employee's shift hourly rate of pay if applicable as long as the employee has occupied such position or shift for at least thirty (30) days. A "Paid Time Off Cash-Out Request and Waiver" form must be submitted to Payroll by the payroll deadline.

Effective January 1, 2019, employees will be subject to the Port of Seattle's PTO Cash Out Policy.

7.4 Rate of Vacation Pay - Vacation pay shall be at the employee's then current straight-time shift rate of pay.

7.5 Pay on Termination - Upon termination, employees shall be paid for unused vacation accruals. An employee with less than a full years' service shall receive, on a pro rata basis, the proportionate part of their vacation then earned.

ARTICLE 7: PAID TIME OFF (PTO) (Effective June 1, 2024)

7.1 Rates of Accrual: Paid time off for regular employees is earned as follows:

From Date of Hire Through 59th Month: Based on the first day of employment, from the first full month to and including the fifty-ninth (59th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .07538 per compensated straight time hour (.07538 x 2080 annual hours = 156.79 hours per year).

From the 60th Month Through 119th Month: From the sixtieth (60th) full month to and including the one hundred nineteen (119th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .09462 per compensated straight time hour (.09462 x 2080 annual hours = 196.81 hours per year).

From the 120th Month Through 179th Month: From the one hundred twentieth (120th) full month to and including the one hundred seventieth (179th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .10423 per compensated straight time hour (.10423 x 2080 annual hours = 216.80 hours per year).

After 180th Month: After completion of fifteen (15) years of continuous employment starting with the one hundred eightieth month, regular employees shall accrue paid time off at the rate of .11385 per compensated straight time hour (.11385 x 2080 annual hours = 236.81 hours per year).

7.2 Limits on Accumulating Paid Time Off: Paid time off accumulation shall be limited to four hundred and eighty (480) hours. Departmental management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of paid time off.

7.3 Paid Time Off for Shift Workers: Regular employees normally working shift will be paid at the rate of the shift rate to which the employee is assigned, provided the employee works more than fifty percent (50%) of their hours on such shift.

7.4 Scheduling of Paid Time Off: Paid time off assignments will be made at the Port’s discretion, following six (6) months of continuous service. A reasonable method for giving due consideration to the employee’s requests will be developed by management for paid time off schedules.

7.5 Layoff: Employees who are laid off or without work through no fault on the part of the employee will not suffer a break in length of service for paid time off purposes provided they are rehired within six (6) months of the date of the layoff. However, no paid time off will accrue during that period of time.

7.6 One-Time Accrual: On a non-precedential basis, each employee who had more than 18 years of employment with the Port on June 1, 2024, will receive a one-time accrual of 32 hours of PTO upon implementation of this Agreement as long as they remain employed.

Effective January 1, 2019, employees will be subject to the Port of Seattle’s PTO Cash Out Policy.

7.7 Pay on Termination - Upon termination, employees shall be paid for unused PTO accruals. An employee with less than a full year’s service shall receive, on a pro rata basis, the proportionate part of their PTO then earned.

ARTICLE 8: HOLIDAYS

8.1 Designated Holidays - The following twelve (12) days or days in lieu thereof shall be observed and recognized as paid holidays for regular employees:

<i>HOLIDAY</i>	<i>DAY OBSERVED</i>
<i>New Year's Day</i>	<i>January 1</i>
<i>Memorial Day</i>	<i>Last Monday in May</i>
<i>Juneteenth</i>	<i>June 19 (Effective 2025)</i>
<i>Independence Day</i>	<i>July 4</i>
<i>Labor Day</i>	<i>First Monday in September</i>

<i>Veteran's Day</i>	<i>November 11</i>
<i>Thanksgiving Day</i>	<i>Fourth Thursday in November</i>
<i>Day after Thanksgiving</i>	<i>Fourth Friday in November</i>
<i>Christmas Eve</i>	<i>December 24</i>
<i>Christmas Day</i>	<i>December 25</i>
<i>Three Personal Holidays</i>	<i>Employee designated (June 1 through May 31st each year)*</i>

Any date commonly observed, as designated by State or national authority, may be observed as a holiday and paid for as such in lieu of the date designated above for the paid holidays listed.

*Personal holidays not used shall not be carried over.

8.2 Other Holiday Observance Considerations - Whenever any of the above holidays fall on a regular 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.

8.3 Holiday Pay Rate and Qualifications - Each regular employee shall receive eight (8) hours or ten (10) hours (if working a 4-day ten hour (4x10) workday) holiday pay at their hourly shift rate of pay for the holidays designated in A. above, provided:

8.3.1 That the regular employee worked the regularly scheduled workday prior to, and the first (1st) scheduled workday following the holiday. Exceptions will be made in cases where absences have been approved by management.

8.3.2 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 their daily or weekly base wage rate.

8.4 Holidays and PTO - If a holiday falls within the PTO period of a regular 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 vacation 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 vacations are scheduled during the same period.

8.5 Pay for Time Worked on Holidays - Regular employees who perform work on any of the above holidays shall be paid, in addition to holiday pay, the actual time worked at the overtime rate.

ARTICLE 9: BENEFITS

- 9.1 I.B.E.W. Pacific Coast Pension Plan** - The employees covered by this Agreement shall be eligible for benefits under the I.B.E.W. Pacific Coast Pension Plan. Port contributions to this plan shall be fifty cents (\$.50) base rate for all hours compensated for each employee.

Effective September 1, 2019 and for the term of the agreement, any increases emanating from the rehabilitation plan beyond the current rehabilitation plan contribution by the Port of fifty-eight cents (\$.58) per compensated hour of work will be shared (50%-50%) between the Port of Seattle and members of the IBEW, Local 46, Electronic Technicians. Employee contributions on the basis of the fifty percent (50%) will be deducted from employee wages.

- 9.2 Puget Sound Electrical Workers Pension Trust** - The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Pension Trust per hour, as shown below, for all hours compensated for each employee.

Effective June 1, 2022, Port contributions to this plan are six dollars (\$6.00) per hour for all hours compensated for each employee.

Effective June 1, 2023 Port contributions to this plan are six dollars and fifty cents (\$6.50) per hour for all hours compensated for each employee.

Effective June 1, 2024 the Port will contribute four dollars and forty nine cents (\$4.49) plus four percent (4%) of the regular day shift rate, for a total of seven dollars and twenty cents (\$7.20) per hour for all hours compensated for each employee.

Effective June 1, 2025 Port contributions to this plan are eight dollars and thirteen cents (\$8.13) per hour for all hours compensated for each employee.

- 9.3 Annuity** - Employees covered by this agreement shall be eligible for benefits under the Puget Sound Electrical Workers Annuity Plan. Effective January 1, 2018 the Port will contribute 4.5% of gross monthly wages to the Plan.

- 9.4 Healthcare Trust Fund** - The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Healthcare Trust Fund.

Effective June 1, 2019, the Port will submit a lump sum base rate amount of \$1256 to the Healthcare Trust Fund. Each month, the Port's share will be \$1231 and the Employee's share will be \$25 per month.

The new formula for cost sharing of any future contribution increases necessary by the Trust over the Base Rate of \$1256 per month will be 50% Employer share of the increase and 50% Employee share of any increase. When the Employee's share of the increases reaches \$126 per month, future increases that are necessary will be paid at 90% by the Employer and 10% by the Employee.

Effective **January 1, 2021**, the Port will submit a lump sum base rate amount of \$1281 to the Healthcare Trust Fund. Each month, the Port's share of the monthly contribution will be \$1256 and the Employee's share will be \$25 per month.

Effective June 1, 2022, the Port will submit a lump sum base rate amount of \$1350 to the Healthcare Trust Fund. **Effective May 1, 2023**, the Employees' share decreases to \$0.

Through May 30, 2023, the formula for cost sharing of any future contribution increases necessary by the Trust over the Base Rate of \$1350 per month will be 50% Employer share of the increase and 50% Employee share of any increase. When the Employee's share of the increases reaches 10% of the base rate per month, future increases that are necessary will be paid at 90% by the Employer and 10% by the Employee.

Effective June 1, 2023: The Employer will contribute a lump sum amount of \$1,350.00 per Employee, per month.

Effective June 1, 2024: The Employer will contribute a lump sum amount of \$1,350.00 per Employee, per month.

Effective June 1, 2025: The Employer will contribute a lump sum amount of \$1,400.00 per Employee, per month.

9.5 Sick Leave

9.5.1 Sick Leave Accrual - Effective June 1, 2019 employees shall accrue sick leave at the rate of .025 per hours compensated.

Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employee's shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year

Bank 2) Paid Sick Leave .025 will accrue as Paid Sick Leave per hour compensated, but not worked.

On January 1st of every calendar year Protected Sick Leave in excess of forty (40) hours will be transferred to Bank 2.

Limited Duration employees shall accrue Paid Sick Leave, but may not use sick leave from bank 2 until after employment of at least 30 days.

Sick leave will be used as provided by law. For absences exceeding three (3) days, management may require verification that an employee's use of paid sick leave is for an authorized purpose.

- 9.5.2 Pay Rate** - Sick leave pay shall be at the shift straight-time hourly rate.
- 9.5.3 Eligibility** - Sick leave will be used only in instances of bona fide employee, immediate family, or others (as required by law) illness, injury or disability resulting in absence from work as normally scheduled.
- 9.5.4 Maximum Accrual** - Any unused sick leave benefits shall be accumulated into a sick leave bank up to a maximum of four-hundred and eighty hours (480) to be used for future illness of an employee as their needs may require, but may not in any event be converted to additional vacation, or time off with pay. Sick leave used shall be deducted from the accumulated bank. Unused sick leave may not be converted to cash payment except under termination or retirement following five (5) continuous years of active employment in a permanent position, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 480 hour limit) at the rate of pay upon termination.
- 9.5.5 Pay Off** - The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:
- (a) In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.
 - (b) An employee who is collecting Worker's Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from their disability benefits, provided the total daily or weekly amount of benefits does not exceed their daily or weekly base wage rate, until such time as their leave bank is depleted.
- 9.5.6 Abuse of Sick Leave** - Both parties are committed to work to minimize or eliminate any abuse of sick leave.
- 9.6 Shared Leave** - Employees covered by this agreement are eligible to participate in the Port's Shared Leave program.
- 9.7 Family Medical Leave Act & State Family Care Act** - 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.
- 9.7.1 Paid Family Leave**. The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees, that

for the term of this agreement, the Port shall make contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf.

9.8 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.

9.9 Bereavement Leave - Any employee who suffers a death in the employee's immediate family shall be allowed twenty-four (24) hours leave compensated at the employee's regular shift rate. In cases in which the funeral is outside of Washington State, the employee may request up to sixteen (16) hours of additional paid leave, not to exceed a maximum of forty hours (40). 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.

Bereavement leave may be granted for the death of family members; defined as the death of an employee's spouse or domestic partner, the employee's (or employee's spouse or domestic partner's) parent, child, step-child, sibling, grandparent, grandchild, aunt, uncle; or a sibling's spouse, domestic partner or child.

9.10 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 a 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.

9.11 Deferred Compensation - Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such a plan including any plan amendments, revisions, or possible cancellation. It is further agreed that the 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 negotiation by the Union.

9.12 Paid Parental Leave – The Port shall continue to provide Paid Parental Leave to members of the bargaining unit. Eligibility, participation, and terms of the Paid Parental leave shall be as provided to non-represented employees. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advance notice of any change. The same benefit shall be extended to this bargaining unit as provided to other bargaining units and non-represented employees, as may be changed, at the discretion of the Port.

ARTICLE 10: JOB-RELATED COURSE WORK AND/OR TRAINING

At the Port's discretion, the Port may provide compensation for job-related course work or training. Effective January 1, 2016, members of the bargaining group will be eligible to apply for Tuition Reimbursement pursuant to the Port's Employee Learning and Development Policy (HR-12).

Telework Program - Any telework schedule will be reviewed and discussed on a weekly basis to determine the upcoming week's work schedule expectation. Seniority employees requesting to telework need to review and agree to telework requirements and complete the Port's Telework Agreement. Employees may submit a training plan to complete Port issued trainings (i.e. on LMS or other learning management systems). The manager will review the submitted training plans and assess for approval. If work or a project requires on-site support work, employees may be asked to reschedule training. On telework days employees will remain available (i.e. voice, text, email) during their regular shift while teleworking.

ARTICLE 11: TRAVEL

Since the Sea-Tac International Airport is the permanent headquarters and place of business of the Employer under this Agreement, the employees will furnish their own transportation to and from the Airport and shall receive no compensation for time or mileage for such travel.

The Port shall use the Fair Labor Standards Act regulations on travel time as they existed on the ratification date of this contract as a minimum standard to apply in all wage issues involving travel time. In the event that more generous FLSA regulations are adopted, the Port shall then apply the applicable new regulations.

ARTICLE 12: TRAINING

12.1 Probationary Training - Because of the complexity of the electronic systems at the Airport, approximately eight (8) months, but not to exceed eight (8) months, of training are required before a technician is adequately trained to work alone. If an employee needs additional training beyond the eight (8) month probationary period, the Port, with input from the Union, may extend the probationary period to twelve (12) months at the current rate of pay. After successful completion of this eight (8) month training period, or extended four-month period, on either the Central Control, Satellite Transit, or Closed Circuit TV systems, the technician will be considered as and paid at the established rate for Automated Control Specialist as set forth in this Agreement.

12.2 Training - When full time employees (FTE's) are directed or volunteer on a shift paying lower shift differential or no differential, the first thirty (30) working days of such shift will be paid at the higher shift rate.

ARTICLE 13: 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 Representative. The written grievance shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated, and the remedy sought.

Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from the date of filing. In the event settlement is not reached, the grievance shall proceed to Step Two (2). The Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 1 meeting.

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. If the grievance is not resolved by the Step 2 Committee, the Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 2 meeting. The grievance will continue to Step 3.

Step 3: In the event the grievance is not resolved in Step Two (2), Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days of the completion of Step Two (2) and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service. 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 event 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 14: STRIKES AND LOCKOUTS

- 14.1 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.
- 14.2 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 15: SENIORITY

- 15.1** The Manager of Electronic Systems and the Shop Representative will initiate and update the Seniority List.
- 15.2** New or vacant positions shall be filled with the most senior person who has bid for the position. If no bids, the least senior person will be assigned to the open position. Upon completion of the bid process, Technicians are to remain in the position specialty (i.e., Electronic Systems or STS) for a minimum of three (3) years.

No later than January 1, 2018, the Port and the Union agree to establish a special Labor/Management Committee to formulate a review process for employees who want to bid from one crew to another (ET & STS) when a vacancy or shift change occurs.

Exceptions: The Port and the Union may mutually agree to waive the bid process or the three (3) year requirement to accommodate special circumstances. Supervisor and General Supervisor positions are selected at Management’s discretion from current shop employees and are not subject to the bid process outlined above.

- 15.3** If layoffs should occur, they shall proceed in order of seniority, from least senior to most senior.

ARTICLE 16: MISCELLANEOUS

- 16.1 Election to Union Office** – An employee elected or appointed to a position in the Union that requires a part or all of their time will be given an unpaid leave of absence up to one (1) year upon written application.
- 16.2 Port of Seattle Labor-Management Committee(s)** - The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish labor-management committee(s) where mutually agreed.

- 16.3 Bulletin Boards** – The Port agrees to permit the Union shop stewards and business representatives to post appropriate Union material on designated Union provided physical or electric display. The parties will mutually agree at a Business Partnership meeting on the size of the bulletin boards.
- 16.4 Shop Stewards** - The Union shall appoint a shop steward. The shop stewards may conduct representational responsibilities including, but not limited to, attending grievance, Weingarten and Loudermill meetings during their regularly 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.
- 16.5 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~~ they 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. Any safety protection device required by the employer or the State of Washington shall be supplied by the employer, with the exception of Safety Shoes (See Article 17.7).
- 16.6 Reprimands** – Letters of reprimand for cause shall be expunged from employee personnel files within two (2) years so long as there is no reoccurrence of the conditions for the reprimand.
- 16.7 Footwear Allowances** – The Port shall pay employees who have accrued at least 1,000 hours of work a each contract year for the purchase price or repair of approved footwear meeting the ASTM F2413-05 standard. The stipend shall be paid in the first pay period of each contract year.
- June 1, 2023 - \$200 June 1, 2024 - \$200 June 1, 2025 - \$200
- 16.8 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.
- 16.9 Audio/Visual Work Jurisdiction Re-opener** – Either party may agree to reopen the agreement to negotiate and/or discuss the sharing of jurisdiction over audio/visual equipment duties with the Utility Worker classification.
- 16.10** The Port and the Union agree to continue discussions for a name change during the term of this agreement.
- 16.11 Commute Trip Benefits**

The One Regional Card for All (“ORCA Card”) Program - The Port offers ORCA cards to eligible employees at a substantially reduced cost for transportation on multiple regional transit systems. Employees who participate in the ORCA card program may also be eligible for additional subsidized transportation services. The availability of the ORCA

program, annual cost, potential tax consequences for employees, and other provisions are subject to change based on guidelines provided by agencies with whom the Port contracts for the ORCA program benefits, IRS requirements, as well as the Port's discretion.

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

The Port shall have full and exclusive discretion to administer, change, amend, modify and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit. The same benefit shall be extended to this bargaining unit as provided to non-represented employees.

The Port agrees to provide advance notice to the Union of any changes to the commuter benefits covered in this article.

16.12 Telematics MOU – The parties agree to negotiate the specifics for the program including but not limited to specific monitoring, cameras, alerts, who will have access to information, etc., once the program plan is developed but prior to implementation. The parties agree to review one year after the program is in place. MOU to expire at the end of the contract period unless mutually extended by the Parties.

Telematics – is a fleet management technology system that provides the Port's fleet management teams with information and data in real time relative to the status, condition, use, and location of the vehicles to which it is installed.

Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:

- Reductions in carbon emissions
- Reductions in fuel costs
- Reductions in maintenance events
- Streamlining maintenance
- Strategic vehicle/asset dispatching
- Improved customer service
- Improvements in both vehicle maintenance compliance and safety

The Port will not randomly or routinely review in real time the telematics data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."

Telematics data relative to an investigation/complaint involving an employee shall be made available to the Union upon request in accordance with the terms and conditions of the CBA and/or all relevant laws and/or statutes. Any information gleaned from telematics used to support the Port's position relative to a disciplinary action and/or actions shall only be used in accordance with the CBA.

ARTICLE 17: SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 18: EFFECTIVE DATE AND DURATION

- 18.1 Duration** – This Agreement will become effective upon full and final ratification and approval by the Union and the Port of Seattle Commission and covers the period from June 1, 2023 through May 31, 2026.
- 18.2 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.
- 18.3 Wage rates** - Shall be effective as indicated in Article 5.

Agreed and entered into this _____ day of _____, 2025.

IN WITNESS WHEREOF, the aforementioned have executed this Amendment to Collective Bargaining Agreement this _____ day of _____, 2025.

PORT OF SEATTLE

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

**Stephen P. Metruck, Port of Seattle
Executive Director**

**Sean Bagsby, IBEW Local 46
Business Manager and Financial Secretary**



**COMMISSION
AGENDA MEMORANDUM**

Item No.

8f

ACTION ITEM

Date of Meeting

January 28, 2025

DATE: January 10, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Spruce Metzger, Labor Relations Manager

SUBJECT: New collective bargaining agreement with the International Longshore Workers Union, Local 9, representing Security Access Specialists.

Total Port Cost Increase for the Duration of the Agreement: \$3,116,640

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement (CBA) between the Port of Seattle and the International Longshore Workers Union, Local 9 representing 158 Security Access Specialists and Training Operations Specialists assigned to the Port of Seattle Aviation Security division, covering the period from January 1, 2024, through December 31, 2027.

EXECUTIVE SUMMARY

Good faith bargaining between the International Longshore Workers Union, Local 9, and the Port of Seattle resulted in a fair collective bargaining agreement consistent with the Port's priorities. The 158 Security Access Specialists and Training Operations Specialists are responsible for providing security at the SEA terminals and perimeter gates.

This agreement is for four years covering the period from January 1, 2024, through December 31, 2027. The estimated total additional cost for wages increases is \$3,116,640. The estimated additional cost per year of the contract is: year one, \$658,923; and year two, \$1,204,147; and year three \$553,681; and year 4 \$699,889. The cost is based on an annual wage increases of 10% in year one, 5% in year two, 4% in year three, 4% in year 4.

Other changes include the creation of the Aviation Security Training Operations Specialist (TOS) to address the growing needs of the division, moving from a footwear reimbursement to footwear stipend, and the removal of port-provided dry-cleaning.

JUSTIFICATION

RCW Chapter 41.56 requires the Port of Seattle to collectively bargaining wages, hours and conditions of employment with the exclusive bargaining representative designated by the employees.

Meeting Date: January 28, 2025

DETAILS

Term of the Agreement

Retroactive to January 1, 2024, through December 31, 2027.

FINANCIAL IMPLICATIONS

Wages

Classification	Effective 2024*		Effective 2025*		Effective 2026*		Effective 2027*	
	Hourly	Top Step	Hourly	Top Step	Hourly	Top Step	Hourly	Top Step
		(+10.0%)		(+5%)		(+4.0%)		(+4.0%)
Security Access Specialist	\$36.72		\$38.56		\$40.10		\$41.70	

*On the first day of the first pay period

Other Changes

- Incorporated Port of Seattle’s updated EEO Language
- Memorialized commuting benefits, ORCA card and ferry reimbursements programs
- Switched to footwear annual stipend of \$175.
- Ended Port-provided dry-cleaning service

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$3,116,640.

ATTACHMENTS TO THIS REQUEST

1. Collective Bargaining Agreement between the Port of Seattle and the International Longshore Workers Union, Local 9, and the Port of Seattle resulted in a fair agreement consistent with the Port’s priorities. This agreement is for four years covering the period from January 1, 2024, through December 31, 2027.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**



THE PORT OF SEATTLE

and

**INTERNATIONAL LONGSHORE and WAREHOUSE UNION
LOCAL NO. 9**

**Aviation Security
Collective Bargaining Agreement
Incorporating:**

**Security Access Specialist
Part Time Security Access Specialist
Aviation Security Training Operations Specialist**

EFFECTIVE

January 1, 2024 – December 31, 2027

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ARTICLE 1: Purpose of Agreement

This Mutual Agreement has been entered into by the International Longshore and Warehouse Union, Local No.9 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port). The purpose of this agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

ARTICLE 2: Union Recognition

The Port recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part time Security Personnel in the classifications of Security Access Specialist, Part-time Security Access Specialist, and Aviation Security Trainer employed by the Port of Seattle at the Sea-Tac Airport in the Airport Security Division, excluding supervisors, confidential employees, and all other employees of the employer.

The parties agree that they intend this Agreement will operate to maintain the existing scope of work historically performed by members of this bargaining unit. If technology is implemented that changes the method of work such that the work is better suited to the Operations Unit, the Port will bargain the effects of such a change with the Union. In all other circumstances, the Port shall not skim bargaining unit work.

The Port agrees that it will not contract out any of the work presently being performed by the employees covered by this contract. Such work shall be done under the terms and conditions of this contract.

ARTICLE 3: Union Security

Section 1. Recognition - The Port recognizes the Union as the exclusive bargaining representative of all employees whose job classifications are covered by this agreement.

Section 2. Membership Rights - All employees working in the bargaining unit shall have the right to become a union member upon hire. Whenever possible, supervisors and managers who supervise represented workers will refer all questions from employees about union membership directly to the union.

Section 3. Automatic Payroll Deduction - Upon receipt by the Union of written authorization individually signed by the employee, the Port will deduct from the pay of such employee the amount of dues and initiation fees as certified by the Union. The Port shall transmit such fees to the Union once each month on behalf of the members involved along with a detailed report listing the hours that each member worked.

Section 4. Dues Deduction Cancellation - An employee may cancel their payroll deduction of dues and fees by giving written notification to the Union and copying the Port. The Port will make every effort to

end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice. The Port will not cancel the payroll deduction without the Union's authorization or confirmation.

Section 5. Indemnification - The Union will indemnify and hold the Port harmless against claims made and/or against any suit instituted against the Port on account of 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.

Section 6. New Employee Orientation - The Employer shall notify and provide the Union the names and addresses of all new employees hired into the bargaining unit. The Union, through a Shop Steward, Union Member, or Union Representative shall at a mutually agreeable time with the employer be provided with, at a minimum, thirty (30) minutes during the employees' new hire orientation program in order to meet with the employee(s) to present information concerning the rights, responsibilities of the bargaining unit and Union membership as an employee. Only the employee being oriented to the Union will be paid for this time.

ARTICLE 4: Business Representative Access

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

ARTICLE 5: Bulletin Board

Bulletin boards found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. These bulletin boards shall be used, maintained, and controlled by the Union. It is understood and agreed to that no material shall be posted which is obscene, defamatory, or which would impair Port operations.

ARTICLE 6: Equal Employment Opportunity

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee or applicant for employment or against any Union member or applicant for membership because of race, ethnicity, color, creed, national origin, ancestry, sex, pregnancy, gender identity or expression, age (over 40), sexual orientation, religion, military status, disability, marital status, citizenship status, political ideology, veteran status, the presence of any physical or mental disability, whistleblower status, use of workers' compensation, Family Medical Leave Act (FMLA) use, or any

other category protected by applicable federal, state, or local law, regulations and ordinances.

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

ARTICLE 7: Management Rights

Section 1. 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.

The Port reserves all rights of Management except as specifically limited in this Agreement. Among such rights are the determination of the methods, processes, and means of providing service, including the increase, or diminution, or change of operations, in whole or in part, including:

- a. the determination of job content and/or job duties;
- b. the combination or consolidation of jobs;
- c. With regard to a and b above, at the Union's request, the Port shall conduct a job evaluation to determine if the combination or consolidation of jobs warrants an increase in wages, with the result of the evaluation being subject to the grievance procedure;

provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

Section 2. Subject to the provisions of this Agreement, the Port has the right to schedule work as required in a manner most advantageous to the operation and consistent with requirements of federal and state laws, rules, regulations and directives, and consistent with the Airport Security Plan.

Section 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Section 4. Subject to the provisions of this Agreement, the Port reserves the right:

- (a) To recruit, assign, transfer, or promote employees to positions within the bargaining unit;
- (b) To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (c) To determine methods, means, work locations and personnel necessary for airport operations and security;

- (d) To determine the number of personnel assigned on duty at any time.
- (e) To control the departmental budget, and if deemed appropriate by the Port, to implement reduction(s) in force;
- (f) To take whatever actions are necessary in emergencies in order to assure the proper functioning of operations;
- (g) To determine the need for additional educational courses, training programs, on-the-job-training, and cross training, and to assign employees to such duties for periods to be determined by the Employer; and
- (h) To manage and operate its departments except as may be limited by provisions of this Agreement.

Section 5. The Union has all rights which are specified in the subsequent Articles of this Agreement and retains all rights granted by law except as such rights may be limited by provisions of this agreement.

ARTICLE 8: Grievance Procedure

The parties acknowledge that every effort should be made by the employee(s) and the appropriate supervisor to resolve issues prior to initiating grievance procedures.

A grievance shall be defined as an alleged violation of the terms of this Agreement. If a grievance is initiated by the Port or the Union regarding the application or interpretation of the terms of this Agreement, the grievance may be filed at Step 2 within 21 calendar days of knowledge of the circumstances giving rise to the grievance; otherwise, the grievance must be initiated at Step 1.

A four-step grievance procedure is established as follows:

Step One: Informal Resolution.

An employee who believes that a provision of this Agreement has been violated must submit a "Grievance Filing" form (See Appendix C) to the Port and the Union within twenty-one (21) calendar days from the date the employee knew or reasonably should have known of the alleged violation. Within fourteen (14) calendar days of the filing of the completed "Grievance Filing" form, the Port will send a written response to both the employee and to the Union.

Step Two: Labor Relations Committee.

If the written response in Step One has not resolved the grievance satisfactorily, or if the Union initiated the grievance, the Union may, in its sole discretion, elect to advance the grievance to Step 2. If a grievance is brought by the Port against the Union, it may be filed at Step 2.

To advance a grievance to Step 2, either the Union or the Port shall submit a written statement setting forth in detail the facts upon which the grievance is based, the sections of the Agreement alleged to have been violated, and the remedy sought. The Union shall submit such written statement to the Senior

Director or designee of Labor Relations and the Port shall submit such written statement to the Secretary/Treasurer/Business Agent of the Union.

For a grievance to be timely initiated at Step 2, the written statement must be submitted within twenty-one (21) calendar days from the date the grieving party knew or reasonably should have known of the alleged violation. Where a grievance was initiated at Step 1, the Step 2 written statement must be submitted within fourteen (14) calendar days of the receipt of Port's written Step One response.

A Labor Relations Committee (LRC) shall consist of the Union's Business Agent and up to two (2) members of the bargaining unit selected by the Union, and up to three (3) persons selected by the Port. The LRC will meet within fourteen (14) calendar days of the request that it do so to discuss and attempt to resolve the grievance. Any resolution reached by the LRC shall be reduced to writing and signed on behalf of the Port and the Union.

If the grievance is not resolved at the Step 2 meeting, the Port will send a written response to Union within fourteen (14) calendar days of the Step 2 meeting. The written response will include the Port's position on the grievance.

Step Three: Voluntary Mediation.

If the grievance is not resolved at Step 2 of the procedure, upon mutual agreement, the Port and the Union may, within seven (7) days of the Port's written Step 2 response, agree to submit the grievance to a mediator appointed by the Public Employment Relations Commission or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation, then the matter may be referred to arbitration by the grieving party.

Nothing said or done by the parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step Four: Arbitration.

A. Arbitration Procedures

Within thirty (30) days of the date that the Union received the written Step 2 response or, if the parties attempt mediation, within thirty (30) days of the failure of the mediation process, either party to this Agreement may, in its sole discretion, apply to the Federal Mediation and Conciliation Service for a list of five (5) persons who are qualified and available to serve as arbitrators for the dispute involved. Within five (5) days of receipt of this list, the Labor Relations Committee will jointly select the arbitrator from the list in the following manner: The representatives of the Union and the Port shall each privately identify (strike) two (2) of the five (5) available arbitrators. The person whose name was not struck shall be the arbitrator. If more than one (1) person is not struck by either party, the person not struck whose last name comes first in the alphabet shall be selected. The decision of the arbitrator shall be final and binding to all parties to the dispute.

The Union and Port shall pay any compensation and expenses relating to its own witnesses and/or representatives, except that Port employees whose presence is (1) requested by the Union or the Port and (2) reasonably necessary or related to the proper conduct of the arbitration, and who otherwise would be "on the clock," will be treated as if they are still working and thus will suffer no loss of pay as a result of their presence at the arbitration. In order to ensure parity for all employees in this regard, an employee who is assigned to swing or graveyard shift and whose presence meets the criteria set forth above shall be released from some or all of either the shift immediately preceding the date of the employee's presence at the arbitration, or the shift following such presence, depending on the circumstances, for an amount of time equal to the amount of time such employee is directed to spend at the arbitration.

If either party requests a stenographic record of the hearing, the party requesting the copy will pay the cost of said record. If the other party also requests a copy, the party will pay one-half (1/2) of the stenographic costs. The fees and expenses of the arbitrator shall be shared equally by the parties. The Union does not hereby waive any rights it may have, subsequent to a successful arbitration, to seek an award of reasonably incurred attorneys fees pursuant to RCW 49.48.030.

B. Limitation on Power of the Arbitrator

The powers of the arbitrator shall be limited to the application and interpretation of this agreement and its appendices. Decisions shall be based on whether or not a contract violation is deemed to have occurred. The arbitrator shall have jurisdiction to decide any dispute arising under this Agreement but shall not add to, delete, or modify any section of the Agreement. EXCEPTION: Should the Union contend that it is (or could be) entitled to an award of reasonably incurred attorneys fees pursuant to RCW 49.48.030, and should the Port agree, the Port and the Union may specifically request that the arbitrator retain jurisdiction, subsequent to their ruling on the merits of the grievance, to determine all issues related to the amount of such an award and to determine the appropriate amount of such an award. Such an agreement may occur either prior to or subsequent to the arbitrator's decision on the merits.

C. Time Limits/Intent of the Parties

It is the intent of the parties that disputes be resolved in an amicable and orderly fashion based on the merits. In pursuing this end, the parties do not want disputes forced to either the LRC or arbitration that might be resolved at earlier stages.

For this reason, the time limits and all other requirements set forth above may be waived by written agreement or acknowledgement of the primary representatives of the parties, i.e., the Port's Labor Relations Director or their delegate, and the Union's Business Representative or their delegate.

D. Time Limitation as to Back Pay

Grievance claims involving retroactive compensation shall be limited to one hundred and eighty (180) calendar days prior to the written submission of the grievance to the Port and the Union, provided, however, this one hundred and eighty (180) day limitation may be waived by mutual consent of the parties.

ARTICLE 9: Seniority

Section 1. Seniority Roster. The Port shall maintain one (1) seniority roster for the bargaining unit. Seniority for the purpose of this Article is the employee's most recent date of hire into the bargaining unit, except as noted below.

- A. If there are multiple employees hired on the same day into the bargaining unit, seniority will be determined by random drawing by the Union. The Union will promptly notify the Employer of the result of the drawing.

Section 2. Shift Bid. Employees shall have the right to exercise shift preference for shifts available to their classification according to their seniority.

Section 3. Reduction in Force. One purpose of classification seniority is to give credit to employee service in layoff and recall situations. Employees will be laid off and recalled according to seniority; thus the last employee hired into the bargaining unit shall be the first laid off if there is a reduction in force. The parties recognize that they have also negotiated and implemented furloughs in lieu of layoffs in the past.

Section 4. Bumping Rights. Persons employed in a particular classification who are laid off from that classification may bump into a previously held equivalent or lower level position within the bargaining unit based on their seniority. For the purpose of this section, the Aviation Security Trainer is a higher level classification than the other classifications in the bargaining unit.

Employees within the Aviation Operations bargaining unit, who are laid off from their classification may bump into a previously held position within the Aviation Security bargaining unit based upon their seniority. Should that occur, their seniority will be the same as when they left that classification.

Section 5. Recall to Classification. Employees laid off from their classification position who bump to any other bargaining unit position in accordance with the provisions of this Article will be entitled to be recalled in their seniority order to their prior position for a period of two years following the layoff. EXCEPT: the right to be recalled to a classification from which an employee has been laid off will be forfeited if an offer of recall is made and declined. Additionally, an employee must be qualified, or qualifiable for the position within a reasonable amount of time. Nothing in this Article precludes the Port from actually reducing the number of positions available for bargaining unit members.

Section 6. Loss of Seniority. All seniority rights shall be broken and forfeited by resignation, or termination for cause, retirement, or voluntarily accepting a position outside of this, or the Aviation Operations bargaining unit. Except: If an employee accepts a transfer out of the unit in lieu of a layoff, that employee shall maintain his or her classification seniority until such time as they have been working away from the unit in excess of twenty-four (24) months, or declines an offer of recall to the classification, whichever is sooner.

Section 7. Retention of Seniority. Seniority is not lost through promotion to any position in this or the Aviation Operations bargaining unit, or as a result of exercising a bumping right under Article 9 Section 4.

Section 8. Notice of Layoff. In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff and the Union at least five (5) weeks prior to the date of layoff.

Section 9. Probationary Period. There shall be a six (6) calendar month probationary period after being hired into any position in this bargaining unit. Employees on such probation shall work as directed. Additionally, they shall report to work as called and shall accept designated shift assignments and work assignments. Continued employment shall be based on evidence of the employee's ability to meet the above standards and to maintain a satisfactory level of performance as judged by the Port during the probationary period following hire into a bargaining unit position. Probationary employees have the same rights as all other employees and have the same access to the grievance procedure as all other employees although they can contest termination only on the basis that the termination is arbitrary or capricious or for an illegal reason.

ARTICLE 10: Promotion/Advancement

Section 1. Line of Progression. The general line of progression for advancement, promotions, and regression shall be as follows: Security Access Specialist to Aviation Security Training Operations Specialist. Employees may apply for the Airfield Operations Specialist/Senior Operations Controller positions outside of the bargaining unit.

Section 2. Selection Process for Training Operations Specialist.

Effective upon the execution date of this CBA, all current AVSEC Trainers will be converted to the Training Operations Specialist classification and retain their classification seniority.

Aviation Security and ILWU Local 9 will form a committee to establish the Training Operations Specialists schedule. This committee shall commence no later than fourteen (14) calendar days following the execution of the CBA and will establish a schedule no later than 90 calendar days following execution.

Beginning with the May 2025 shift bid, any AVSEC Training Operations Specialist may elect to return to the SAS bid.

At the outset of any promotional process to fill an open AVSEC Training Operations Specialist position, the Employer shall select to sit on the promotional team one member of the Security bargaining unit. Such promotional team shall jointly create and score the assessment and interview portions of the process (as described below).

In addition, the Union may designate one person from the bargaining unit or the Union to observe the promotional process. The observer is responsible for arranging their own availability to observe the promotional process, and the Port will not pay the observer.

- 50% Assessments: The assessments shall include some demonstration of knowledge, skills and ability as determined by mutual agreement between the Employer and the bargaining unit member on the promotional team.
- 50% by Interview with questions determined by mutual agreement between the Employer and the bargaining unit member on the team. All members of the interview team will keep the interview questions confidential until after the promotional process is complete.

The Port shall assess and interview the qualified applicants for the position. After the assessment period and interview, the promotional team (including the bargaining unit member on the team) will jointly consider which applicant should be selected for the position. The Port has the discretion for selection of employees for promotion to AVSEC Training Operations Specialist. However, if the Port deems the qualifications of two candidates to be equal, seniority shall be the deciding factor in choosing between the two candidates.

Section 3. Job Qualifications. Only reasonable and actually necessary qualifications may be set as the qualifications necessary to be selected for any position. The employer may create training programs and objective testing to ensure that an employee has such qualifications and the employer may create an objective certification process to create a record of such qualifications.

Section 4. Advancement to SOC and AOS Positions.

Requirements:

1. To advance, employees must have demonstrated satisfactory performance in their current position.

2. To advance, employees must have the following job-related certifications or higher: for AOS – AAAE Ace Operations Certificate; for SOC – AAAE Ace Communications or AAAE Ace Operations Certificate.

Qualification Training Opportunities:

1. The Operations Division will make available a minimum of five, and up to the number of people who passed the ACE exam in the prior calendar year, AAAE self-paced certification programs, based upon seniority to SAS seeking promotion to SOC and/or AOS positions on a seniority basis for each year of this agreement.
2. Requests to participate in the AAAE certification programs will be accepted and candidates identified by December 1st of each year. Access to such program materials will occur no later than the following January 1. Candidates who fail to take the test within six months of receiving access to the program materials will forfeit their seniority preference for the remainder of the year. The Parties agree that two AAAE certification programs to interested SAS based upon seniority shall be given upon ratification of this agreement.

Selection Process.

At the outset of any promotional process to fill an open SOC or AOS position, the Employer shall select to sit on the promotional team one member of the Operations bargaining unit who is in the same position as the open position. Such promotional team shall jointly create and score the assessment and interview portions of the process (as described below).

In addition, the Union may designate one person from the bargaining unit or the Union to observe the promotional process. The observer is responsible for arranging their own availability to observe the promotional process, and the Port will not pay the observer.

- 50% Assessments: The assessments shall include some demonstration of knowledge, skills and ability as determined by mutual agreement between the Employer and the bargaining unit member on the promotional team.
- 50% by Interview with questions determined by mutual agreement between the Employer and the bargaining unit member on the team. All members of the interview team will keep the interview questions confidential until after the promotional process is complete.

The Port shall assess and interview the three (3) most senior qualified applicants for the position (or the number of qualified applicants, if fewer than three). After the assessment period and interview, the promotional team (including the bargaining unit member on the team) will jointly consider which applicant should be selected for the position. The Port has the discretion for selection of employees for promotion to AOS/SOC. However, if the Port deems the qualifications of two candidates to be equal, seniority shall be the deciding factor in choosing between the two candidates. In the event no internal applicant (AVSEC Training Operations Specialist or SAS) is qualified to fill an AOS or SOC opening, the employer may fill the position externally using equivalent or greater qualifications.

Section 5. Out of Class Assignments Within the Bargaining Unit. Employees with the necessary qualifications may be used as substitute or fill-in temporary employees in higher positions on the basis of seniority in the employee's regular position. An employee so utilized shall be compensated at the rate of the higher position for all time worked in that position. The right to use fill-in or substitute employees shall not be used to diminish normal work weeks or normal overtime expectations of the affected group.

Section 6. Trial Service. Any employee promoted under the terms of this Article shall work subject to a six calendar month trial period in the new position beginning on the first day of assignment after selection. Some positions may also require additional certification requirements. If within the trial period

the employee is unable to meet the standards of performance for the new position, the employee shall have the right to return to their position in the classification that they left.

Section 7. Out of Class Assignments Outside of the Bargaining Unit. The Port may, with the concurrence of the Union, assign an employee from the bargaining unit to a position outside of the bargaining unit for a period not to exceed six (6) months. Assignments may be extended with mutual agreement by the Parties. All such temporary, out of class assignments shall be voluntary on the part of the employee who is offered the assignment. The Port and the assigned employee each reserve the right to end the assignment at any time.

During such assignment the employee shall be compensated at a rate determined by Port Human Resources and hours of work shall be as assigned by management. Such compensation shall not be less than the compensation the employee would receive in their bargaining unit position. Medical and leave benefits shall continue during such out of class assignments as under the Parties' collective bargaining agreement. The employee will continue to meet his/her union security obligations consistent with their bargaining unit position during the out of class assignment. Dues deduction will continue to be made available to the employee as set forth in RCW 41.56.110 and the CBA.

Bargaining unit employees shall have the right to return to their bargaining unit position without loss of seniority at the conclusion of such out of class assignment. Any backfilling of bargaining unit positions resulting from a temporary assignment to a position out of the bargaining unit will be made on the basis of seniority, as provided under the Parties' collective bargaining agreement. Assignment of bargaining unit members to out of class assignments shall not change the scope of recognition of the ILWU Local 9 Aviation Security bargaining unit.

ARTICLE 11: Jury Duty

When an employee is called for and serves as a subpoenaed witness (Port-related) or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, provided that the employee submits documentation substantiating their jury service or appearance as a subpoenaed witness (Port-related). Port compensation for service as a subpoenaed witness (Port-related), or on jury duty will satisfy the employee's work requirement for the day of service.

It is the intent of this provision to provide relief on those days an employee is assigned to report for jury duty or as a subpoenaed witness. An employee who is assigned to swing or graveyard shift and who is required to serve on a jury shall be released from either the shift immediately preceding his or her jury service or the shift following his or her jury service depending upon the circumstances and compensated for such shift. An employee assigned to day shift shall be released and compensated for the shift which coincides with his or her service. Leave for Jury Duty shall not result in compensation for more than the number of hours in any normal workweek.

If the employee is excused on any regular workday from the jury panel, they will be expected to report to the Port for regular duty.

ARTICLE 12: Bereavement Leave

Bereavement Leave shall be granted to employees who have been employed for thirty (30) or more days of uninterrupted service and who have suffered the loss by death of a member of their immediate family.

Immediate family shall be defined as an employee's spouse or domestic partner, the employee's (or employee's spouse or domestic partner's) parent, child, step-child, sibling, grandparent, grandchild, aunt, uncle; or a sibling's spouse, domestic partner or child. Domestic partner shall be defined in accordance with the Port Policy HR-31. In special circumstances, the Director of Human Resources may include others in the definition of immediate family.

Three (3) shifts of paid leave will be granted if the funeral is in Washington State. Up to five (5) days of paid leave, not to exceed a total of forty (40) hours of paid leave will be granted if to cover required travel time to attend the funeral outside of Washington State. Employee will provide proof of travel.

ARTICLE 13: Hours of Work, Overtime, and Pay Periods

Section 1. Hours of Duty. The normally scheduled workweek for full-time employees affected by this contract shall be the equivalent of forty (40) hours per week on a Port payroll week basis. The workweek for full-time employees shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off, or four (4) consecutive ten (10) hour days with three (3) consecutive days off except as otherwise noted.

The normally scheduled workweek for part-time employees affected by this contract shall be the equivalent of at least twenty-one (21) hours per week on a Port payroll week basis, with at least two (2) consecutive days off per week. The normally scheduled work day for part-time employees will be no shorter than four (4) hours or longer than ten (10) hours.

The normal scheduled workday of eight or more hours shall include a one-half (1/2) hour meal period and two (2) fifteen (15) minute rest periods. A shift of five hours or longer will have a one-half (1/2) hour meal period. Employees shall receive a fifteen (15) minute rest period every four hours of work. These rest and meal periods shall be paid at the employee's regular rate of pay. If an employee does not get a lunch break, the employee shall be paid an extra one-half (1/2) hours pay except as otherwise noted.

For all full-time employees covered by this agreement, the break and lunch periods specified above can be combined into a one (1) hour lunch meal period, and such lunch period can be taken during the period ninety (90) minutes prior to and following the midpoint of the shift, with management and employee agreement.

All employees covered by this agreement may be required to carry electronic communication devices and keep them activated during break and lunch periods. Employees called back to work during a paid break or paid lunch period shall be required to report to their assignments within ten (10) minutes, or a longer period of time if necessary to return in a safe manner.

Section 2. Overtime Pay and Exceptions. Hours worked in excess of the normally scheduled work day, or in excess of the normally scheduled work week on a Port payroll basis, shall be compensated at the overtime rate of one and a half (1.5) times the employee's regular rate of pay. Work in excess of forty (40) hours in a week shall also be paid at the overtime rate.

There shall be no pyramiding or compounding of overtime. "Holiday pay" does not count toward calculating hours worked for purposes of calculating overtime for those employees who do not actually work on the holiday. (See "Holidays" article for additional clarification.)

Every effort will be made not to schedule unreasonable overtime. Work over twelve (12) hours in a twenty-four (24) hour period or over fifty (50) hours in a week shall be considered unreasonable, except in an emergency. The Port shall make its best efforts to equalize overtime opportunities within a shift on a semi-annual basis.

Employees shall receive quick turnaround pay in the event there are not at least eight (8) hours between shifts. When this occurs, the affected employee will be paid four (4) hours minimum time and a half.

If an overtime shift is less than two (2) hours in duration, a 15-minute rest break will be provided. If an overtime shift is greater than three (3) hours in duration, a second 15-minute rest break will be provided.

Section 3. Shift Differentials. Employees shall receive a shift differential of 7.5% over their regular rate when working swing shift hours and 10% over their regular rate when working the mid shift hours. Overtime shall be calculated using the rate of pay for the shift that the employee actually worked.

Time brackets defining day shift/swing shift/mid shift are as follows:

Day Shift:	between	4:00 A.M. – 11:59 A.M
Swing Shift:	between	12:00 P.M – 8:59 P.M.
Mid Shift:	between	9:00 P.M – 3:59 A.M.

The start time of hours worked for a set shift will determine the shift differential that an employee is entitled to be paid for the entire shift. In the event that an equal number of hours are worked in two (2) separate shifts, the employee will be paid at the higher shift differential for the entire period of hours worked.

When a regularly assigned day shift employee holds over into the swing shift those overtime hours shall be paid at the 7.5% swing shift differential rate.

When a regularly assigned day shift employee comes in early during the mid shift those overtime hours shall be paid at the 10% mid shift rate.

When a regularly assigned swing shift employee holds over into the mid shift those overtime hours shall be paid at the 10% mid shift differential rate

When a regularly assigned mid shift employee holds over into the day shift those overtime hours shall be paid at the 10% mid shift differential rate.

When a regularly assigned swing shift employee comes in early during the day shift those overtime hours shall be paid at the 7.5% swing shift differential rate

When a regularly assigned mid shift employee comes in early during the swing shift those overtime hours shall be paid at the 7.5% swing shift differential rate.

Section 4. Scheduling of Days Off. The Port shall not make temporary changes to employee's bid schedule or reschedule days off, solely to prevent payment of overtime. Schedule adjustments to accommodate training while maintaining a forty (40) hour workweek for employees shall be considered appropriate with advance notice as required in Section 7, below. Normal days off at the end of the schedule week shall be consecutive.

Section 5. Approval for Overtime Work. Authority for approval of any overtime work shall be limited to departmental management or its designees.

Section 6. Minimum Show-Up Time. Any person called in to work on a day off or called in to work before or after the conclusion of their shift shall be paid a minimum of four (4) hours pay at the appropriate rate regardless of the length of the call, unless the call lasts more than four (4) hours. This pay shall be in addition to any pay paid for the person's regular shift. This does not apply to extension of shifts before or after the scheduled shift or to optional meetings offered by management that are attended virtually.

Section 7. Notice of Shift Change. Except in emergencies and as specified below, employees shall be provided with fifteen (15) calendar days' notice in the event of shift change.

Section 8. Pay Periods and Pay Processes. All employees shall be paid bi-weekly, and in the same manner established by the Port's Payroll Procedures and Policies applicable to non-represented employees. Employees covered by this Agreement may be required to use time clocks or other attendance verification technology.

Section 9. Special Conditions by Classification.

i. Seniority Shift Bid. Based on seniority within their job classification, (with separate bids for SASs, part-time SASs, and AVSEC Training Operations Specialists), employees shall bid shifts, and/or days off that will be effective the Sunday following New Years Day, the Sunday of the weekend prior to Memorial Day weekend and the Sunday following Labor Day weekend. Management will ensure that there are at least fourteen (14) calendar days notice from the time the bid process has been completed and the time that the new shifts, assignments and/or days off are implemented. In the event of a significant change in operations, employees will have the option to re-bid shifts.

ii. Vacation Bidding. Vacations shall be bid on a first come, first serve basis. Management will provide a rolling calendar binder or electronic equivalent so that employees may look out one (1) year in advance in order to put in for vacation.

iii. Shift Duty Full-time SASs, part-time SASs, and AVSEC Training Operations Specialists shall each be divided into a shift system; each shift shall begin at a specified time and continue for the duration of their scheduled shift. Each shift will have a Relief position(s) as necessary. Shift vacancies shall be filled on a one-time basis with the highest seniority volunteer from within that shift. If there are no volunteers within the shift, it shall be filled by the most senior volunteer from the section. Assignments will be posted seven (7) days in advance.

v. Shift Trades. Trades between individuals within equivalent classifications after shift bidding is completed (but within the same pay period) shall be permitted as follows:

- Trades will not cause overtime.
- Trade will not disturb any other established vacation bid.
- Employees will provide reasonable advance notice to management of trades pursuant to department policy and procedure.

The appropriate supervisor will approve trade in writing after the above conditions have been met.

vi. Training. The normal workday and/or workweek for SAS may be modified to accommodate training or educational requirements. Such modifications shall not be made unless the employee is given 5 working days notice. Employees required to attend approved training shall be compensated at the assigned shift rate of pay.

vii. Percentage of Part-time Security Access Specialists. The Employer has the ability to employ up to 25% of the bargaining unit as Part-time Security Access Specialists. In the event that the Employer determines a need for a new full time Security Access Specialist, then the most senior Part-time Security Access Specialist will have the right of first refusal for that position. The Employer will also consider converting a Part-time Security Access Specialist to a Security Access Specialist position if the Part-time Security Access Specialist employee works more than 1664 hours over the course of a calendar year, not including trades/pickups of another SAS's hours without trading back the same hours. After the transition process described in MOU – Transition to Security Access Specialist, the Employer will maintain staffing of part-time up to this percentage through hiring and volunteers.

Section 10. Direct Deposit. As a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

Section 11. Overpayment. If an employee is overpaid, the Port shall recover the overpayment by deduction through subsequent wages at a rate of five (5) percent of the employee's disposable earnings in a pay period, other than the final pay period; or the amount still outstanding from the employee's disposable earnings in the final pay period. Deductions from wages shall continue until the overpayment is fully recouped.

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

ARTICLE 14: Holidays

Section 1. Effective at the signing of this agreement, the following paid holidays shall be recognized and observed, as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	To be designated by the Port
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November

Native American Heritage Day	(Day after Thanksgiving)
Christmas Day	December 25
One (1) "Floating Holiday"	To be designated by the Port

When the Port's salary and benefit resolution shifts the day of observance of any of the above holidays, that shift shall apply to the holidays under this contract as well.

Section 2. Premium Pay for Working on a Holiday. Employees scheduled to work on a Port observed holiday shall receive one and one half times regular rate of pay for hours worked on a Port designated holiday. Employees who work on the actual holiday of Christmas Day, New Year's Day or Independence Day shall receive one and one half times regular rate of pay for hours worked, if different from the Port's designated day of observance for those three holidays. In no case shall an employee be eligible for holiday premium pay for more than one day for each of the eleven holidays.

Section 3. Compensation for Holidays.

"Holiday pay" for bargaining unit employees shall be the number of hours that is their bidded shift at the straight-time rate subject to the following conditions:

All employees whether they work or don't work on the holiday, will receive "Holiday Pay" in one of two forms:

Either

- a) A "cash out" of the "holiday pay," OR
- b) An "in lieu of holiday" day off (equivalent of the number of hours that is their bidded shift)

The choice between a and b is subject to certain limitations described below:

1. If employees choose to cash out the "holiday pay", there is no choice of when it is cashed out- it attaches to the contractually listed holiday.

OR

2. If employees choose the "in lieu of" day off option, such day would have to be asked for by the employee and approved by management before it can be taken (just like PTO). Such "in lieu of" days must be taken before PTO is used. It is up to the employee to keep track of their "in lieu of" days. All such "in lieu of" days will be cashed out at the straight time rate at the end of the same Port payroll calendar year in which they were earned, with the exception of Thanksgiving and Native American Heritage Day, which may be carried over into the next payroll calendar year. (e.g., all "in lieu of" days earned in 2008 will be cashed out at end of the Port's payroll calendar year for 2008.)

If the employee does not make the choice on their time cards during the pay period of the holiday, they will get the "holiday pay cash out" (of 8 or 10 hours straight time, whatever is their usual shift) by default.

Also, for only those employees who actually work on the holiday they get, in addition to "Holiday Pay", an OT premium for hours actually worked on the holiday. The premium is time-and-a-half for their bidded shift, and two-and-a-half their regular rate for hours worked beyond their normal shift.

It is the intent of this Holiday Pay Article that only those employees who actually work on the holiday will receive the benefit of the overtime premium in addition to “Holiday Pay”.

“Holiday pay” does not count as hours worked for purposes of calculating overtime for those employees who do not work on the holiday. (i.e. if the holiday falls on a Monday, and an employee’s normal work schedule is Tuesday-Saturday, the fact that the employee is paid eight (8) hours of ‘holiday pay’ for Monday would not cause the employee to be paid OT for working on Saturday, their bidded day of work.)

This Section shall be effective starting with the first contractually listed holiday after the signing of this Agreement.

Holiday pay shall be prorated for all employees who work less than a full time schedule.

ARTICLE 15: Harry Bridges Day

Harry Bridges Day. Each employee who works on July 28 for each year during the term of this agreement shall receive one and one half times their regular hourly rate of pay for all hours worked for that day.

ARTICLE 16: Paid Time Off (PTO) and Sick Leave

Section 1. Paid Time Off (PTO)

A. Scheduling of PTO. At any time after the successful completion of the six (6) month probationary period, eligible employees may request and use PTO of up to the number of days accrued (explained in detail below) at the time of the desired PTO date, subject to the approval of management or their designee. Employees will endeavor to give thirty (30) days’ notice to the Manager of a requested PTO leave and in no case, barring an emergency or by mutual consent, shall there be less than five (5) days’ notice. The Manager will endeavor to approve an employee's vacation request within two (2) weeks of notice by the employee.

Payment for PTO may be made only to the extent of unused PTO accruals at the time of the leave.

B. Limits on Accumulating PTO: PTO accumulation shall be limited to four hundred and eighty hours (480):

Employees Hired Before 12/20/98:

Balances over the limit will be cashed out at a 100% rate during the first (1st) pay period of the payroll year. Accruals over the limit will be cashed out quarterly.

- i. Accruals will cease when the limit is reached and will resume only when the balance is below four hundred and eighty (480) hours.

Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of PTO. It is not the intent that employees be allowed to forfeit PTO.

C. Rates of Accruals: Eligible employees shall receive PTO accruals based upon a pro rata share of a full-time work schedule. PTO is earned as follows:

- i. Based on the first day of employment from the first (1st) full month to and including the thirty-sixth (36) full month of continuous employment, eligible employees shall accrue PTO at the rate of .07538 hours per straight-time hour paid. (e.g. $.07538 \times 1950$ annual hours = 147.0 hours, $.07538 \times 2080$ annual hours = 156.8 hours)
- ii. From the thirty-seventh (37) full month to and including the eighty-fourth (84) full month of continuous employment, eligible employees shall accrue PTO at the rate of .09462 hours per straight-time hour paid. (e.g. $.09462 \times 1950$ annual hours = 184.5 hours; $.09462 \times 2080$ annual hours = 196.8 hours)
- iii. From the eighty-fifth (85) full month to and including the one-hundred thirty-second (132) full month of continuous employment, eligible employees shall accrue PTO at the rate of .10423 hours per straight-time hour paid. (e.g. $.10423 \times 1950$ annual hours = 203.3 hours; $.10423 \times 2080$ annual hours = 216.8 hours)
- iv. After completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133) month, eligible employees shall accrue PTO at the rate of .11385 hours per straight-time hour paid. ($.11385 \times 2080$ annual hours = 236.8 hours).

Cash Out Option. Employees who have taken at least two weeks (80 hours) of paid time off in the previous twelve (12) months may elect for a cash-out option in accordance with the Provisions of HR-5. The Port may change or modify its PTO cash out policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advance written notice.

Section 2. 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. Sick Leave. Upon termination or retirement immediately following five complete years of active employment in a continuous period of employment with the Port of Seattle, qualified employees shall be compensated, as described below, for 50% of their unused sick leave at their rate of pay at termination.

B. Paid Time Off (PTO). Upon termination, eligible employees shall receive compensation at 100% value in lieu of unused accrued PTO. PTO may be cashed out, used as service time after the last day worked, or taken in a combination of cash and service time. A probationary employee who terminates active employment before satisfactorily completing the probationary period shall receive no PTO pay.

Due to the effects of accrued leave on service time and of federal laws on rights to continuation of medical insurance, terminating and retiring employees should notify the Total Rewards Team in Human Resources as soon as possible in order to obtain the appropriate counseling.

In the case of a regular employee's death, a lump sum payment for payable amounts of unused accrued leaves, sick leave, and PTO shall be paid to the employee's heir or estate as appropriate.

Section 3. Sick Leave

A. Sick Leave: Sick Leave for employees is earned as follows. Part-time employees earn a proportional share of hours. Accrued Sick Leave may be used for employee or family member illness, injury or disability: see below for further information. Reasonable notice must be provided for the use of Sick Leave if the situation is foreseeable, and prior to the start of the employee's shift if practicable.

Sick Leave will accrue in two banks effective 1/1/2022:

Bank 1) Protected Sick Leave .027 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employees shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law.

Bank 2) Paid Sick Leave_____ .027 will accrue as Paid Sick Leave per hour paid but not worked.

On the first pay stub of each calendar year Protected Sick Leave (if any) from Bank 1 in excess of forty (40) hours will be transferred to Bank 2. There is no limit on the amount on the amount of Washington Protected Sick Leave that may be accrued in a calendar year.

Protected Sick Leave can be used for an absence resulting from an employee or family member's mental or physical illness, injury, or health reason; to accommodate a need for medical diagnosis, procedure, care, or treatment; or need for preventative medical care. In addition, Sick Leave may be used for:

- a qualifying FMLA or FCA absence,
- for absences that qualify for leave under the Domestic Violence Leave Act
- when an employee's work location has been closed by order of a public official for any health-related reason,
- or, when an employee's child's school or place of care has been closed for a health-related reason (not weather related).

Upon termination or retirement following five or more consecutive years of active employment with the Port of Seattle, an eligible employee shall be compensated for 50% of his or her Protected Sick Leave and Sick Leave accrued balance at the employee's hourly rate of pay in effect at termination or retirement.

Unless cashed out upon termination or retirement, unused, accrued Protected Sick Leave will be reinstated upon rehire within twelve (12) months subject to the provisions above.

B. Payoff. Unused Sick Leave leave may not be converted to cash payment except upon termination or retirement and after five (5) years of continuous service, qualified employees shall be compensated for fifty percent (50%) of their unused Sick Leave leave at their rate of pay at termination.

C. Abuse of Sick Leave. Both parties are committed to work to minimize or eliminate any abuse of extended illness leave.

Section 4. Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program as outlined in HR-5. The Port may change or modify its Shared Leave Program. If the Port desires a change/modification the Port agrees to provide the Union with advance written notice.

Section 5. Paid Parental Leave. The Port agrees to provide Paid Parental Leave to regular, non-probationary employees for the term of this agreement. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. Changes and/or modifications to Paid Parental Leave shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Paid Parental Leave to the Union.

ARTICLE 17: Leave Without Pay

Section 1. When an employee requests leave without pay (LWOP) in conjunction with any other leave, the requests should be combined so the Manager or designee may assess the consequences of the entire period of time off being requested. 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 vacation or PTO leave and sick leave must be exhausted. If the employee's request for LWOP is due to a reason that Washington Paid Sick Leave may be used for, the employee must first exhaust PTO leave and non-protected Sick Leave (Bank 2 under Article 16.3), but need not exhaust Protected Sick Leave (Bank 1 under Article 16.3). .

Approval of a leave under the conditions and limits of this section assumes the employee's right to reinstatement without loss of pay. 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.

If any employee does not return within the agreed time and does not notify the Port of the reason or request an extension, a termination personnel action form shall be prepared following final determination by the Manager or his/her designee.

Section 2. The following types of leave shall be authorized by the Manager or their designee within the conditions and limits indicated:

A. **Military Leave:**

Military leave shall be provided as stated in the current Port of Seattle Policy HR-5, and in accordance with RCW 38.40.060.

B. Personal LWOP:

A request for LWOP for non-military or non-medical reasons shall be considered a personal LWOP. Approval is not automatic. Port management considers leaves extending beyond an employee's accrued PTO as a special consideration to be granted only after careful evaluation. Each request will be considered on its own merits and the factors to be considered by the Manager or designee shall include:

- The purpose and length of requested leave
- The employee's length of service
- The effects of such an extended absence on the operational efficiency of the department.

A personal LWOP with a mutual benefit for the Port and the employee would receive greater priority, than a request with limited or no benefit to the Port.. After an evaluation, the Manager or their designee may authorize up to ninety (90) calendar days LWOP to a regular employee whose performance and attendance are satisfactory.

C. Medical LWOP:

A disability period is the time an employee is unable to perform the duties of their position due to illness or injury as determined and certified by a health care provider in writing to Human Resources or a firm designated by the Port. Illness may include, but is not limited to, disabilities related to pregnancy or childbirth, alcoholism, drug addiction, and psychological disorders. When LWOP is requested in excess of the certified period of disability, it is handled as for Personal LWOP.

Medical LWOP required to cover certified periods of disability may be granted to employees suffering from either job-related or non-job related disabilities for up to ninety (90) calendar days. The ninety (90) calendar days are to run concurrently with any applicable FMLA leave. Medical leaves in excess of ninety (90) calendar days are covered under Special LWOP considerations.

D. Special LWOP Considerations:

Personal LWOP in excess of ninety (90) calendar days and medical LWOP in excess of ninety (90) calendar days shall be granted only upon the recommendation of the Manager and the Director of Human Resources.

E. Probationary Employees LWOP:

Leaves without pay for probationary employees may be granted at the discretion of the Manager or their designee under emergency circumstances. However, 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.

F. Seniority Status While on LWOP:

An employee's seniority ranking will remain unchanged while on LWOP. However, an employee's rate of vacation accrual will not change.

ARTICLE 18: Other Benefits

The Port agrees to contribute to the following benefits:

A. Unemployment Compensation Benefits under the Washington State Employment Security Act.

B. Social Security insurance and Medicare (FICA) as required by the Federal Insurance Contribution Act.

C. Washington State Workers' Compensation.

D. Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Completion support under the terms of HR-12. The Parties understand and agree that HR-12 is subject to revision by the Port. The Port will provide other job-related training and education in accordance with Article 22.

E. Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions or other 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 the Grievance Procedure or to any other provision of this Labor Agreement or to negotiation by the Union.

F. 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 Procedure (Article 8) or to any other Provision of this Labor Agreement or to negotiation by the Union.

G. Employees shall be eligible for transportation and parking benefits as established by the Port Policy HR-14.

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

The Port shall maintain full discretion to modify, change, amend, and/or discontinue the ORCA program benefit;

Prior to modifying, changing, amending, and/or discontinuing the ORCA program, the Port agrees to provide advanced notice to the Union.

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

The Port shall maintain full discretion to modify, change, amend, and/or discontinue the Ferry Reimbursement.

- J. Permanent Reduction in Work Force.

In the event that any of the positions currently held by any member of the bargaining unit or any of the work currently done by bargaining unit members is altered or eliminated by technological changes (subject to Article 2) or changes in security requirements so as to cause a reduction in overall work for the bargaining unit, excluding Construction Support Specialist, the following will apply:

Section 1. The Port shall provide detailed information to the Union as to the nature of these changes and shall make its best effort in estimating the number of full time equivalent positions that will permanently be reduced.

The Port shall consider in good faith all proposals by the Union to mitigate the impact of the anticipated reduction in work force, including but not limited to alternative configurations and/or more efficient utilization of existing bargaining unit employees, training for employees to perform existing jobs changed or modified by the Port's decision to introduce technological, or other operational changes, and the replacement of affected employees in other positions within the Port.

Section 2. If the Port notifies the Union that it anticipates a permanent reduction in workforce for bargaining unit members, it shall soon thereafter notify all bargaining unit employees in the affected classifications. By classification, bargaining unit employees shall have the right to volunteer to surrender their seniority rights in lieu of less senior employees in the classification being laid off, and accept the severance benefit provided for under this Article. If it is determined that permanent reduction will occur, this notice will state the date by which an employee must notify the Port in writing that the employee will exercise the employee's right to volunteer for severance. This deadline will be a minimum of seven (7) calendar days following the notification. If more volunteers request severance than there is permanent reduction, the most senior employees will have preference in exercising this option. If there are more permanent reductions than volunteers requesting severance, the least senior employees will be laid off first.

Employees notified that they are subject to a lay-off must select in writing, on a form provided by the Port, one of the following options. Failure by the affected employee to inform the Port of their selection within one hundred eighty (180) days after the written notice from the Port to the employee that the employee is being laid-off as a result of an anticipated permanent reduction shall result in the employee being provided option A.

Option A. Seniority shall be broken by lay-off of eighteen (18) calendar months, or the expiration of this agreement, whichever is greater. Any recall to Port employment from lay-off shall serve to reactivate

seniority rights and seniority shall be retained for an additional eighteen (18) calendar months, or the expiration of this agreement, whichever is greater.

Option B. Surrender all seniority rights, including the right to recall. Receive severance pay in the amount of one week of regular pay for each year in service. Employees with less than one (1) year of seniority shall receive one (1) week of pay as their severance. After a one (1) month grace period, the employee will have the option to self-pay for coverage under one of the Port medical plans for the second through the eighteenth (18) month after severance from employment from the Port, as provided by COBRA legislation. If other benefits are provided by law subsequent to the execution of this agreement, the Port will comply with such laws.

Section 3. Assistance will be provided in seeking other suitable employment for up to one year after being subject to permanent reduction in work force. This outplacement may be provided by either the Port's Human Resources staff or by retained consultants, at the Port's discretion.

Section 4. The Port's policy providing preference for Port employees on lay-off status for subsequent openings, as stated in HR-10, or as modified or amended from time to time by the Port, shall be applied to employees covered under this agreement in the manner as to other Port employees.

ARTICLE 19: Health and Welfare Programs

Employees shall be covered by the Medical, Dental, Life Insurance and long-term Disability Insurance benefits described in paragraphs A, B, C, and D below. The Port retains the right to modify and/or change insurance benefits and/or carriers at any time during the term of the agreement. Coverage under this Article shall not be a bargainable issue. However, the Port agrees to meet and discuss any changes in Port coverage with the Union.

Employees may be required to pay a portion of some insurance premiums if required of other Port employees. Employee costs shall be by payroll deduction or by electronic payment of check if payroll deduction is not available. Employees are responsible for notifying the Port through approved enrollment processes of their eligible dependents. Any extra costs associated with a lack of notification shall be the employee's responsibility.

Employees shall be eligible to maintain continuity of coverage as provided for under the Consolidated Omnibus Reconciliation Budget Act (COBRA).

A. **Medical Insurance:**

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for medical insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established between the Port and the insurance companies or agencies selected to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan, that the employee has chosen.

B. Dental Insurance:

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

C. Vision Insurance:

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

D. Life Insurance:

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with insurance companies or agencies selected by the Port to provide such benefits. Such employees shall also be covered by the Accidental Death and Dismemberment policy provided by the Port, which provides a benefit in the amount of two (2) times their annual base rate.

E. Long-term Disability:

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

F. Light Duty:

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month shall receive light duty work as they are released to perform such duty through a care-provider and in accordance with the policies and procedures that govern the Port's self-insured Worker's Comp program.

ARTICLE 20: Pensions

The Port shall continue coverage for employees covered by this agreement under the Washington State Public Employees Retirement System.

ARTICLE 21: Safety

The Port will take all steps necessary to maintain a safe work place and safe work environment. No employee is expected to risk injury or illness during the course of employment. Employees should take reasonable steps, such as notifying management of any unsafe conditions that occur during the course of their work.

21.1 – Fitted Hearing Protection

The Port will provide all employees with fitted hearing protection upon hire during the training period. The Port will provide fitted hearing protection to all employees every five (5) years, upon request.

ARTICLE 22: Equipment

Section 1. The Port shall provide the employees with uniforms (when required) and equipment that the employee is expected to utilize in the job and in accordance with the requirements as established by the Director. Employees will be allowed to purchase uniform pants at their own expense if such pants are on an approved list of alternatives (such as 5.11 pants).

Section 2. All employees covered by this collective bargaining agreement are subject to the same requirements, processes, fees, and fines as non-represented employees.

Section 3. The Port shall provide an annual stipend of \$175.00, to employees **to be paid on the first full paycheck of each calendar year retroactive to the beginning of the contract, for the purchase of footwear.** The footwear must be made of leather or other equally firm material. The soles and heels of appropriate footwear must be of a material that will not create a slipping hazard. Athletic shoes with canvas tops, sandals, clogs, slippers, open toed or open heeled shoes, high heels, and dress shoes are examples of footwear that is not to be worn. Additionally, footwear that has deteriorated to a point where it does not provide the required protection shall not be worn. New employees must report to work with the required footwear within three weeks of their hire date.

Employees reporting to work without the required footwear in proper condition may be sent home without pay and/or be subject to discipline.

ARTICLE 23: Job Related Training and Development

It is recognized that the positions covered by the contract are important evolving positions that involves an ever-increasing range of responsibilities. The Port will provide training for all employees and will maintain a careful record of the training accorded employees. The training opportunities will be made available to all employees without discrimination or distinction. In addition, employees may be involved in all post-incident critiques or hearings relating to or affecting matters within the scope of their responsibilities. All pre-approved training, meetings and/or critiques will be considered work time and will be compensated as such.

Employees will be reimbursed for any travel or meals incurred as a result of management directed training approved by the Manager or designee under this article and consistent with Port policy.

The Union and the Port will continue to support employee participation in the Port's internship programs. The Port's internship program is not a bargainable issue and is subject to change at any time. Employees who are successful applicants to internship programs will remain members of the bargaining unit covered by the terms of the Collective Bargaining Agreement. Temporary schedule adjustments and/or alternate work schedules to accommodate internship activities will be allowed as agreed by the intern and the sponsoring departments.

ARTICLE 24: Shop Stewards

The Union has the right to appoint shop stewards. Those shop stewards shall have the right to engage in necessary contract-related matters including advising employees and assisting those facing discipline without loss of pay irrespective of when those events occur. Claims of alleged abuse of this right are matters for the grievance and arbitration procedure set forth in this Agreement.

ARTICLE 25: Discipline and Personnel Records

Section 1. Just Cause. The Port shall not discipline or discharge any employee except for just cause or as provided in Article 9, Section 9 (probationary period). All discipline after the probationary period shall be subject to review in Article 8, Grievance Procedure.

Section 2. Progressive Discipline. The following progressive discipline procedure shall be followed.

A. Verbal Notification. An employee shall be notified at least once by his or her manager or designee of undesirable performance or conduct, or an undesirable trend in performance or conduct and the need for correction. A written record of said verbal notification shall be placed in the employee's personnel file. At the employee's option, the employee may submit written comment regarding the basis for the verbal notification within fifteen (15) working days.

B. Written Notification. If the employee's performance or conduct does not improve following verbal notification, a written notice will be issued to the employee by his or her direct supervisor. At the employee's option, the employee may submit written comment regarding the basis for the written warning within fifteen (15) working days.

C. Suspension or Discharge. Suspension, demotion, corrective probation or discharge may only be issued for just cause and so long as the employee has received both verbal and written notification.

No prior notification shall be necessary if the cause for discipline is gross insubordination or serious misconduct.

Section 3. Personnel Files. Every employee shall have the right to look at their personnel file and copy or have copied at the employee's expense, any material that is in the file. Every employee shall have the right to submit written material for addition to their file and that material shall be kept in the file so long as the material it rebuts is in the file. No warning notice or other documentation or evaluation regarding the employee shall be considered valid unless it was first given to the employee and the Union and the employee was given a chance to prepare a rebuttal statement. No personnel file material other than routine payroll information may be used in any grievance proceeding or disciplinary proceeding involving the employee unless that material was shown to the employee at the time it was created and before it was placed in the file.

Written warnings and other evidence of discipline shall not be valid for more than twelve (12) months unless a similar or related offense is committed within that period. In the case of a similar or related offense, the twelve (12) month period begins anew. Nothing precludes the Port from using discipline documentation older than 12 months to establish notice.

ARTICLE 26: Good Faith Guarantee

The Port and the Union agree to deal with each other in good faith and observe their commitments without resorting to gimmicks or subterfuge.

ARTICLE 27: Performance of Duty. Strikes and Lockouts

Section 1. Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform assigned duties to the best of their ability. The Union agrees that it will not condone or crusade any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Port.

Section 2. The Port agrees that there shall be no lockouts.

Section 3. The conditions stated in Sections 1 and 2 of this Article shall remain in effect with or without a signed labor agreement.

ARTICLE 28: Emergency Conditions

Employees may be required to report to work under emergency conditions such as snow or other natural emergencies or security emergencies. In such case, regular shift regulations may be suspended as necessary to deal with the emergency. (The suspension of the regular schedule does not alter the overtime rules except such rules as might apply to short notice of shift changes.) If required by management to stay overnight or between shifts, the employees will be provided reasonable accommodations and sufficient and reasonable subsistence.

ARTICLE 29: Personnel

The Port shall maintain sufficient qualified personnel to comply with the requirements of its airport certification manual or airport certification specifications and the applicable rules of this part.

ARTICLE 30: Compensation for Travel Time

Section 1. The Port agrees to reimburse employees required to travel outside of King County for reasonable out-of-pocket expenses that may be incurred for transportation, meals, and lodging. Expenses covered shall be limited to those incurred only in connection with the assignment and shall cover employee expenses only. Proof of expenditures shall be required for reimbursement. Claims for expenses shall be submitted to the Administrative Section no later than three (3) business days prior to the due date on the Travel Authorization and Fund Advance, except in emergencies.

While a specific dollar amount for meals is not specified, the charges must be reasonable. Reasonable expenses shall be consistent among department personnel. Absence of a meal(s) does not substantiate an excessive amount for another meal. As a guideline, the approximate amounts charged in the Anthony's Restaurant at Sea-Tac International Airport represent the upper limit of reasonable.

Section 2. An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments outside of King County.

Section 3. When travel by an employee's private vehicle is required and authorized by management, such travel shall be reimbursed in accordance with the mileage reimbursement schedule in AC-2. The Port may change or modify the mileage reimbursement schedule.

ARTICLE 31: Savings Clause

If any Article of this Agreement or any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall

not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 32: Entire Agreement

Section 1. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 2. Under the Port's commitment in Article 26 - Good Faith Guarantee, the Port agrees to notify the Union in advance and meet and discuss any major or significant changes in the operation and/or working conditions before those changes become effective unless they are necessitated by any emergency situation. In that event the notification, meeting, and/or discussions will take place as soon as possible thereafter.

ARTICLE 33: Labor Management Committee

At the request of either the Port or the Union, the other party agrees to meet on an informal basis outside the grievance procedure to discuss issues of concern to either party, including but not limited to: new projects, new equipment, safety, training, and questions of interpretation and administration of this Agreement. The Parties agree to keep accurate minutes of every committee meeting. Any understandings or agreements reached as a result of such meetings shall be reduced to writing and signed on behalf of the Port and the Union or such understanding shall be null and void.

The Port will provide a detailed report with the number of hours worked by members of the bargaining unit upon request.

ARTICLE 34: Drug Testing

Employees may be required by the National Transportation Safety Board (NTSB), the FAA, or the Port to submit to toxicological testing necessary as a result of an incident or accident under investigation by the parties specified in this Article. The Parties agree to the need to maintain a drug free work place.

Employees shall also be subject to reasonable suspicion drug testing. An employee may only be subject to reasonable suspicion drug testing based upon the recommendation of two observers, one of which must be a trained observer and one shall not be the employee's direct supervisor. The Port shall notify the Union by telephone regarding its suspicion of employee impairment as soon as possible, and if the Union Business Representative, or his designee declines to attend, or is not at the testing site within 90 minutes from notification, the Port shall be free to conduct the test without a Union official present. The 90 minutes may be extended by mutual agreement of the parties.

ARTICLE 35: Term of Agreement

Effective date of this contract is will be the first full pay period at least 14 days after ratification by the parties. .

This agreement signed _____ shall remain in effect until December 31, 2027, unless the termination date is extended by mutual agreement and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this _____ day of _____.

FOR THE UNION:

FOR THE PORT OF SEATTLE:

James M. Limric, Jr., President
Director
ILWU, Local 9

Stephen P. Metruck, Executive
Port of Seattle

APPENDIX A: WAGE RATES

Classifications

Security Access Specialist

Part-time Security Access Specialist

AVSEC Training Operations Specialist

The AVSEC Training Operations Specialist position will be compensated at a rate of 10% above the top SAS Step.

Effective on the first day of the first pay period in payroll year 2024, all SAS shall be subject to the following wage rates, which represent a 10% increase from the previous rates which went into effect on January 1, 2023:

Step	Old Rate (1/1/2023)	New Rate (1/1/2024)
1 (month 1-12)	\$26.70	\$29.37
2 (month 13-24)	\$30.04	\$33.04
3 (month 25+)	\$33.38	\$36.72

On the first day of the first pay period in payroll year 2025, wages will be increased by 5%. On the first day of the first pay period in payroll year 2026, wages will be increased by 4%. On the first day of the first pay period of payroll year 2027, wages will be increased by 4%.

Step	2025	2026	2027
One 1-12 Months	\$30.85	\$32.08	\$33.36
Two 13-24 Months	\$34.70	\$36.09	\$37.53
Three 25+ Months	\$38.56	\$40.10	\$41.70

Wage increases

2024	10%
2025	5%
2026	4%
2027	4%

APPENDIX B: JOB DESCRIPTIONS

The job descriptions for each bargaining unit position are appended to the agreement for reference purposes. The Port and the Union agree that the job duties listed do not encompass every job duty that employees are expected to perform. Further, being listed below does not indicate whether or not each job duty is exclusive to the bargaining unit or exclusive to a singular bargaining unit position. It is also understood that the Port has the discretion to assign employees any portion of the duties listed within their particular job classification. Compensation and conditions of assignment to employees of duties normally performed by another bargaining unit position shall be governed by Article 11, Section 5.

SECURITY ACCESS SPECIALIST

Position Summary

This position performs duties related to the control, monitoring and granting of access into the Air Operations Area and other restricted/controlled areas of the Airport. Conducts security inspections of gates, fence lines, baggage make up area and security devices. Performs preventive maintenance and functional tests of Access Control, inspection and screening system and equipment to ensure proper operation. Monitors construction activities and notifies the Construction Coordination Supervisors or Duty Airport Manager of any violations of airport rules and regulations, Federal Aviation Regulations or other activities that may be considered unsafe. Responsible for challenging any person(s) not displaying proper ID media. Monitors, ensures compliance and enforces applicable Port of Seattle rules, the Airport Security Plan and associated directives, and applicable CFRs. Inspect, screen and/or search individuals that work at the airport (these individuals may be Port employees, airline employees, other tenant employees, or anyone requiring escorted access to restricted areas) to ensure compliance with Port of Seattle and Transportation Security Administration (“TSA”) rules and regulations. Operate basic security equipment, including but not limited to x-ray machines, walk-through metal detectors (“WTMD”), handheld metal detectors (“HHMD”), and explosive detection equipment (ETD) at screening checkpoints, and conduct visual searches and pat-down searches of an employee and accessible property as required..

Accountabilities

Using closed circuit television and communication systems, maintains surveillance of access points to monitor and control access of people and vehicles onto restricted areas. May be requested to operate an un-staffed access point to allow authorized ingress/egress from the Air Operations Area.

Provide assistance and instruction to persons requesting access, or those not familiar with access control procedures, such as contacting parties that do not have the required authorization in order to minimize delays or interruptions in normal business.

Monitors alarms associated with the ID/Access Control System:

- Is the primary responder to Access Control Alarms in the terminal and on the airfield.
- Dispatches Security Access Specialists and/or Port of Seattle Police, according to airport security procedures.
- May do initial troubleshooting of an alarm to avoid the need for a physical response.

Controls access into the Air Operations Area:

- Staffs perimeter and interior access control gates and staffs other normally un-staffed gates as directed to control access onto the AOA.
- Verifies required credentials of those requesting access.
- Denies access to those without proper identification.
- Issues visitor's badges, Vehicle Under Escort signs and coordinates escort for personnel and ground vehicles requesting access on official business.
- Informs escorts regarding proper escort procedures, as defined in airport rules and regulations and ensures procedures are maintained while operating in restricted areas.
- May provide escort as required, including escort of outside care agencies responding to medical emergencies, as assigned at management discretion.

Conducts routine and special security inspections of:

- Baggage make-up area, airport perimeter fencing, clear-zone fencing and other airport restricted areas.
- Access Control System card readers and associated equipment.
- Doors and gates secured with Access Control System devices.
- Advises appropriate maintenance personnel of all will Access System malfunctions and operational problems.
- Performs routine tests and preventive maintenance on Access Control System card readers and ensures all equipment is functional and valid information is received at alarm workstations. Performs these tests utilizing procedures outlined in the RCOM. Documents and reports all discrepancies, notifies appropriate Airfield Supervisor and maintenance of discrepancies that require immediate response and/or resolution. Performs follow-up inspections on equipment reported as repaired.

Conducts random and programmed ID challenging while performing routine security inspections in the Security Identification Display Area (SIDA).

- Responsible for challenging any person(s) not displaying proper ID media and resolving their status on the AOA.
- Issues citations in accordance with applicable Port of Seattle Rules and Regulations, the CASP and CFR 1542 and other applicable directives for Security violations within the SIDA. In addition, issues citations for individuals smoking in non-designated areas.

Responds to all non-ramp alarms associated with the Access control system. When required responds to ramp alarms during emergencies and unforeseen events of short duration.

- Complies with procedures outlined in RCOM when responding to alarms.

Must be familiar with all areas of assigned duties and be able to identify anything out of the ordinary and report it for immediate resolution.

Maintains a variety of written and electronic documentation of daily activities. Documents security violations when observed for follow-up by Airport Security Coordinator.

Implements security measures required for the designated threat level, as specified in the Airport Contingency Plan. Maintains a high level of vigilance in enforcing access restrictions and preventing unauthorized persons or vehicles from gaining access to the Air Operations Area. Reports suspicious or unusual occurrences to the Airfield Supervisor, their designee, i.e. Port of Seattle police.

In the event of a declared aircraft emergency or incident, assumes special duties as designated in the Emergency Plan or as directed by Incident Command personnel. These include, but are not limited to:

- Responding to ramp alarms.
- Establishing a non-injured passenger care site.
- Assisting in establishing security points at a specific area or staffing a restricted area entry point not normally staffed.

Responsible for reporting and or picking up FOD as necessary.

Contacts

Performs duties in a public area, working with, providing directions and information to, and assisting other Port of Seattle employees, airline and tenant employees, contractors, vendors, consultants. Ensures a high level of customer service to the general public in traffic and routing directions, and going the extra mile to satisfy when it can be done without compromising security. Instructs personnel in proper use of Access Control System and may do routine trouble shooting to resolve problems and identify defects. Denies access to those without required identification, enforcing regulations while maintaining harmonious relations with customers and members of the public. Occasionally, may be required to make decisions regarding access into restricted or secured areas. May be required to take command of an assigned area in the event of a declared emergency, exercising higher levels of security procedures designated for the level of threat.

Inspects for, and enforces safety regulations of the Port of Seattle, including but not limited to, advising vehicle occupants to use seat belts; preventing unsafe vehicle conditions at the gate of entry onto the AOA, and smoking on the ramp

Position Requirements

Knowledge

- Thorough knowledge of security clearance levels, security policies and procedures, restricted area entry procedures and the layout of the airport and applicable current FAA directives and alert bulletins.
- Location of all access points controlled by the airport's integrated Access Control System.
- Working knowledge of CASP procedures, POS rules and regulations and RCOM procedure manual.

Skills

- Good written and verbal communication skills for presenting information, describing procedures and responding to questions.
- Reading comprehension for rules, regulations and operations manuals documentation.
- Basic writing and computer literacy for logs and other documentation.

- Good customer relation skills applied to access control/enforcement situations.

Abilities

- Able to learn and apply security procedures and to operate equipment related to assigned duties, including radios and telephones
- Able to pass all required security and background checks.
- Must be able to interact with Port customers, tenants and partners, Port leaders and the general public in a positive and professional manner.
- Ability to pass initial, new hire drug and alcohol testing required.

This knowledge would normally be acquired through completion of high school or equivalent (GED) and up to two years of experience in a security capacity where access is restricted.

Job Conditions

Works in open areas and varying weather conditions; exposed to the noise and emissions and hazards normally associated with an airport environment and working in proximity to public roadways. Working at remote locations with frequent public contact and potential for confrontational situations. Performs duties in a restricted area, normally seated at a console with subdued lighting. Shifts cover the 24-hour, 7-day operations. Performs some duties in a vehicle requiring a valid, unencumbered Washington State driver's license.

Trainer, Aviation Security

Position Summary

This position performs duties related to the instruction of Security Access Specialists.

Accountabilities

Demonstrated proficiencies in performance of the job functions of Security Access Specialists.

Contacts

Port of Seattle Employees, airline, tenant and vendor employees, contractors and consultants.

Position Requirements

Proficiency in the functions of Security Access Specialists, good presentation skills, qualifications and the ability to fulfill the role of Security Access Specialist as needed. This position will be competitively filled, via an application and interview process, from within the bargaining unit.

Knowledge

- Working knowledge of FAR 139, as well as TSR 1540, 1542, the Airport Security Plan, the Airport Emergency Plan, and current TSA Security Directives.
- General knowledge of facilities management.
- Working knowledge of Microsoft Office applications, and SharePoint.
- Thorough knowledge of security clearance levels, security policies and procedures, restricted area entry procedures and the layout of the airport and applicable current FAA directives and alert bulletins.
- Location of all access points controlled by the airport's integrated Access Control System.
- Working knowledge of CASP procedures, POS rules and regulations and RCOM procedure manual.

Skills

- Good written and verbal communication skills for presenting information, describing procedures and responding to questions.
- Reading comprehension for rules, regulations and operations manuals documentation.
- Basic writing and computer literacy for logs and other documentation.
- Good customer relation skills applied to access control/enforcement situations.
- Ability to achieve and maintain proficiency in inspection, search and screening procedures and associated equipment and technologies..
- Good organization and coordination skills, with the ability to prioritize daily job duties.
- Ability to maintain a high degree of confidentiality.
- Ability to adapt and function as needed to a 24/7 environment.
- Ability to deal with disruptive and chaotic situations that may occur suddenly.

Abilities

- Able to learn and apply security procedures and to operate equipment related to assigned duties, including radios and telephones
- Able to pass all required security and background checks.
- Must be able to interact with Port customers, tenants and partners, Port leaders and the general public in a positive and professional manner.
- Ability to pass initial drug and alcohol testing required for Port of Seattle Employee Screening Certification.

This knowledge would normally be acquired through completion of high school or equivalent (GED) and up to two years of experience in a security capacity where access is restricted.

Job Conditions

Works in open areas and varying weather conditions; exposed to the noise and emissions and hazards normally associated with an airport environment and working in proximity to public roadways. Working at remote locations with frequent public contact and potential for confrontational situations. Performs duties in a restricted area, normally seated at a console with subdued lighting. Shifts may cover the 24-hour, 7-day operations. Performs some duties in a vehicle requiring a valid, unencumbered Washington State driver's license.

Port of Seattle ~ I L W U 9 Grievance Form

Grieving Party _____ Position _____ Contact Number _____

Supervisor _____

Date filed with the Port of Seattle _____ Received by Port Representative _____

Date filed with ILWU 9 _____ Received by Union Representative _____

Other parties receiving the grievance form _____

This grievance shall not be considered filed until a copy has been delivered by the grieving party to both the Port of Seattle and the ILWU 9.

Date of Occurrence: _____ Type of Occurrence _____

Location _____ CBA Article(s) Affected _____

Complete Details including dates/times/witnesses _____

Attach additional sheets/documents if necessary.

Remedy Sought _____

CBA Article 8 Grievance Procedure requires that the parties acknowledge that every effort should be made by the employee(s) and the appropriate supervisor to resolve issues prior to initiating grievance procedures.

Resolution

Details/Dates/Names _____

Attach additional sheets/documents if necessary.

Employee Signature / Date



**COMMISSION
AGENDA
MEMORANDUM**

ACTION ITEM

Item No.

8g

Date of Meeting

January 28, 2025

DATE: January 10, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Spruce Metzger, Labor Relations Manager

SUBJECT: New collective bargaining agreement with the International Longshore Workers Union, Local 9, representing Senior Operations Controllers and Airfield Operations Specialists.

Total Port Cost Increase for the Duration of the Agreement: \$1,054,685

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement (CBA) between the Port of Seattle and the International Longshore Workers Union, Local 9 representing 36 Senior operations Controllers (SOC) and Airfield Operations Specialists (AOS) assigned to the Port of Seattle Aviation Operations division, covering the period from January 1, 2024, through December 31, 2027.

EXECUTIVE SUMMARY

Good faith bargaining between the International Longshore Workers Union, Local 9, and the Port of Seattle resulted in a fair collective bargaining agreement consistent with the Port's priorities. The 36 Senior operations Controllers (SOC) provide a centralized communication resource for monitoring and coordinating a variety of airport activities that affect the safe, efficient and secure provision of services to passengers, tenants and customers in compliance with Federal Aviation Regulations and the 16 Airfield Operations Specialists (AOS) are responsible for providing services related to keeping the airfield environment safe and secure for users. These duties are performed on an around the Air Operations Area (AOA).

This agreement is for four years covering the period from January 1, 2024, through December 31, 2027. The estimated total additional cost for wages increases is \$1,054,685. The estimated additional cost per year of the contract is: year one, \$275,330; and year two, \$403,922 and year three \$147,133; and year 4 \$228,301. The cost is based on an annual wage increases of 10% in year one, 5% in year two, 4% in year three, 4% in year 4. Additionally, there is a \$2,500 lump sum to be paid out effective 1/1/2025.

Meeting Date: January 28, 2025

moving from a footwear reimbursement to footwear stipend, and the removal of port-provided dry-cleaning.

JUSTIFICATION

RCW Chapter 41.56 requires the Port of Seattle to collectively bargaining wages, hours and conditions of employment with the exclusive bargaining representative designated by the employees.

DETAILS

Term of the Agreement

Retroactive to January 1, 2024, through December 31, 2027.

FINANCIAL IMPLICATIONS

Wages

Classification	Effective 2024* Base Hourly Rate (+10.0%)	Effective 2025* Base Hourly Rate (+5%)	Effective 2026* Base Hourly Rate (+4.0%)	Effective 2027* Base Hourly Rate (+4.0%)
Senior Operations Controller	\$46.10	\$48.41	\$50.35	\$52.36
Airfield Operations Specialist	\$46.10	\$48.41	\$50.35	\$52.36

*On the first day of the first pay period

Other Changes

- Incorporated Port of Seattle’s updated EEO Language
- Memorialized commuting benefits, ORCA card and ferry reimbursements programs
- Switched to footwear annual stipend of \$175.
- Ended Port-provided dry-cleaning service
- Added two new steps at 102% of base and 104% base respectively

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$826,384.

Meeting Date: January 28, 2025

ATTACHMENTS TO THIS REQUEST

1. Collective Bargaining Agreement between the Port of Seattle and the International Longshore Workers Union, Local 9, and the Port of Seattle resulted in a fair agreement consistent with the Port’s priorities. This agreement is for four years covering the period from January 1, 2024, through December 31, 2027.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**



THE PORT OF SEATTLE

and

**INTERNATIONAL LONGSHORE and WAREHOUSE UNION
LOCAL NO. 9**

**Aviation Operations
Collective Bargaining Agreement
Incorporating:**

**Airfield Operations Specialist
Senior Operations Controller**

EFFECTIVE
January 1, 2024 – December 31, 2027

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ARTICLE 1: Purpose of Agreement

This Mutual Agreement has been entered into by the International Longshore and Warehouse Union, Local No.9 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port). The purpose of this agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

ARTICLE 2: Union Recognition

The Port recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time non-Security Personnel in the classifications of Airport Operations Specialist and Senior Operations Controller employed by the Port of Seattle at the Sea-Tac Airport in the Airport Operations Division, excluding supervisors, confidential employees and all other employees of the employer.

The parties agree that they intend this Agreement will operate to maintain the existing scope of work historically performed by members of this bargaining unit.

The Port agrees that it will not contract out any of the work presently being performed by the employees covered by this contract. Such work shall be done under the terms and conditions of this contract.

ARTICLE 3: Union Security

Section 1. Recognition - The Port recognizes the Union as the exclusive bargaining representative of all employees whose job classifications are covered by this agreement.

Section 2. Membership Rights - All employees working in the bargaining unit shall have the right to become a union member upon hire. Whenever possible, supervisors and managers who supervise represented workers will refer all questions from employees about union membership directly to the union.

Section 3. Automatic Payroll Deduction - Upon receipt by the Union of written authorization individually signed by the employee, the Port will deduct from the pay of such employee the amount of dues and initiation fees as certified by the Union. The Port shall transmit such fees to the Union once each month on behalf of the members involved along with a detailed report listing the hours that each member worked.

Section 4. Dues Deduction Cancellation - An employee may cancel their payroll deduction of dues and fees by giving written notification to the Union and copying the Port. The Port will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice. The Port will not cancel the payroll deduction without the Union's authorization or confirmation.

Section 5. Indemnification - The Union will indemnify and hold the Port harmless against claims made and/or against any suit instituted against the Port on account of 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.

Section 6. New Employee Orientation - The Employer shall notify and provide the Union the names and addresses of all new employees hired into the bargaining unit. The Union, through a Shop Steward, Union Member, or Union Representative shall at a mutually agreeable time with the employer be provided with, at a minimum, thirty (30) minutes during the employees' new hire orientation program in order to meet with the employee(s) to present information concerning the rights, responsibilities of the bargaining unit and Union membership as an employee. Only the employee being oriented to the Union will be paid for this time.

ARTICLE 4: Business Representative Access

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

ARTICLE 5: Bulletin Board

Bulletin boards found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. These bulletin boards shall be used, maintained, and controlled by the Union. It is understood and agreed to that no material shall be posted which is obscene, defamatory, or which would impair Port operations.

ARTICLE 6: Equal Employment Opportunity

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee or applicant for employment or against any Union member or applicant for membership because of race, ethnicity, color, creed, national origin, ancestry, sex, pregnancy,

gender identity or expression, age (over 40), sexual orientation, religion, military status, disability, marital status, citizenship status, political ideology, veteran status, the presence of any physical or mental disability, whistleblower status, use of workers' compensation, Family Medical Leave Act (FMLA) use, or any other category protected by applicable federal, state, or local law, regulations and ordinances.

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

ARTICLE 7: Management Rights

Section 1. 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.

The Port reserves all rights of Management except as specifically limited in this Agreement. Among such rights are the determination of the methods, processes, and means of providing service, including the increase, or diminution, or change of operations, in whole or in part, including:

- a. the determination of job content and/or job duties;
- b. the combination or consolidation of jobs;
- c. With regard to a and b above, at the Union's request the Port shall conduct a job evaluation to determine if the combination or consolidation of jobs warrants an increase in wages, with the result of the evaluation being subject to the grievance procedure;

provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

Section 2. Subject to the provisions of this Agreement, the Port has the right to schedule work as required in a manner most advantageous to the operation and consistent with requirements of federal and state laws, rules, regulations and directives, and consistent with the Airport Security Plan.

Section 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Section 4. Subject to the provisions of this Agreement, the Port reserves the right:

- (a) To recruit, assign, transfer, or promote employees to positions within the bargaining unit;
- (b) To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (c) To determine methods, means, work locations and personnel necessary for airport operations and security;
- (d) To determine the number of personnel assigned on duty at any time.
- (e) To control the departmental budget, and if deemed appropriate by the Port, to implement reduction(s) in force;
- (f) To take whatever actions are necessary in emergencies in order to assure the proper functioning of operations;
- (g) To determine the need for additional educational courses, training programs, on-the-job-training, and cross training, and to assign employees to such duties for periods to be determined by the Employer; and
- (h) To manage and operate its departments except as may be limited by provisions of this Agreement.

Section 5. The Union has all rights which are specified in the subsequent Articles of this Agreement and retains all rights granted by law except as such rights may be limited by provisions of this agreement.

ARTICLE 8: Grievance Procedure

The parties acknowledge that every effort should be made by the employee(s) and the appropriate supervisor to resolve issues prior to initiating grievance procedures.

A grievance shall be defined as an alleged violation of the terms of this Agreement. If a grievance is initiated by the Port or the Union regarding the application or interpretation of the terms of this Agreement, the grievance may be filed at Step 2 within 21 calendar days of knowledge of the circumstances giving rise to the grievance; otherwise, the grievance must be initiated at Step 1.

A four-step grievance procedure is established as follows:

Step One: Informal Resolution.

An employee who believes that a provision of this Agreement has been violated must submit a “Grievance Filing” form (See Appendix C) to the Port and the Union within twenty-one (21) calendar days from the date the employee knew or reasonably should have known of the alleged violation. Within fourteen (14) calendar days of the filing of the completed “Grievance Filing” form, the Port will send a written response to both the employee and to the Union.

Step Two: Labor Relations Committee.

If the written response in Step One has not resolved the grievance satisfactorily, or if the Union initiated the grievance, the Union may, in its sole discretion, elect to advance the grievance to Step 2. If a grievance is brought by the Port against the Union, it may be filed at Step 2.

To advance a grievance to Step 2, either the Union or the Port shall submit a written statement setting forth in detail the facts upon which the grievance is based, the sections of the Agreement alleged to have been violated, and the remedy sought. The Union shall submit such written statement to the Senior Director or designee of Labor Relations and the Port shall submit such written statement to the Secretary/Treasurer/Business Agent of the Union.

For a grievance to be timely initiated at Step 2, the written statement must be submitted within twenty-one (21) calendar days from the date the grieving party knew or reasonably should have known of the alleged violation. Where a grievance was initiated at Step 1, the Step 2 written statement must be submitted within fourteen (14) calendar days of the receipt of Port’s written Step One response.

A Labor Relations Committee (LRC) shall consist of the Union’s Business Agent and up to two (2) members of the bargaining unit selected by the Union, and up to three (3) persons selected by the Port. The LRC will meet within fourteen (14) calendar days of the request that it do so to discuss and attempt to resolve the grievance. Any resolution reached by the LRC shall be reduced to writing and signed on behalf of the Port and the Union.

If the grievance is not resolved at the Step 2 meeting, the Port will send a written response to Union within fourteen (14) calendar days of the Step 2 meeting. The written response will include the Port’s position on the grievance.

Step Three: Voluntary Mediation.

If the grievance is not resolved at Step 2 of the procedure, upon mutual agreement, the Port and the Union may, within seven (7) days of the Port’s written Step 2 response, agree to submit the grievance to a mediator appointed by the Public Employment Relations Commission or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation, then the matter may be referred to arbitration by the grieving party.

Nothing said or done by the parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step Four: Arbitration.

A. Arbitration Procedures

Within thirty (30) days of the date that the Union received the written Step 2 response or, if the parties attempt mediation, within thirty (30) days of the failure of the mediation process, either party to this Agreement may, in its sole discretion, apply to the Federal Mediation and Conciliation

Service for a list of five (5) persons who are qualified and available to serve as arbitrators for the dispute involved. Within five (5) days of receipt of this list, the Labor Relations Committee will jointly select the arbitrator from the list in the following manner: The representatives of the Union and the Port shall each privately identify (strike) two (2) of the five (5) available arbitrators. The person whose name was not struck shall be the arbitrator. If more than one (1) person is not struck by either party, the person not struck whose last name comes first in the alphabet shall be selected. The decision of the arbitrator shall be final and binding to all parties to the dispute.

The Union and Port shall pay any compensation and expenses relating to its own witnesses and/or representatives, except that Port employees whose presence is (1) requested by the Union or the Port and (2) reasonably necessary or related to the proper conduct of the arbitration, and who otherwise would be “on the clock,” will be treated as if they are still working and thus will suffer no loss of pay as a result of their presence at the arbitration. In order to ensure parity for all employees in this regard, an employee who is assigned to swing or graveyard shift and whose presence meets the criteria set forth above shall be released from some or all of either the shift immediately preceding the date of the employee’s presence at the arbitration, or the shift following such presence, depending on the circumstances, for an amount of time equal to the amount of time such employee is directed to spend at the arbitration.

If either party requests a stenographic record of the hearing, the party requesting the copy will pay the cost of said record. If the other party also requests a copy, the party will pay one-half (1/2) of the stenographic costs. The fees and expenses of the arbitrator shall be shared equally by the parties. The Union does not hereby waive any rights it may have, subsequent to a successful arbitration, to seek an award of reasonably incurred attorneys fees pursuant to RCW 49.48.030.

B. Limitation on Power of the Arbitrator

The powers of the arbitrator shall be limited to the application and interpretation of this agreement and its appendices. Decisions shall be based on whether or not a contract violation is deemed to have occurred. The arbitrator shall have jurisdiction to decide any dispute arising under this Agreement, but shall not add to, delete, or modify any section of the Agreement. EXCEPTION: Should the Union contend that it is (or could be) entitled to an award of reasonably incurred attorneys fees pursuant to RCW 49.48.030, and should the Port agree, the Port and the Union may specifically request that the arbitrator retain jurisdiction, subsequent to their ruling on the merits of the grievance, to determine all issues related to the amount of such an award and to determine the appropriate amount of such an award. Such an agreement may occur either prior to or subsequent to the arbitrator’s decision on the merits.

C. Time Limits/Intent of the Parties

It is the intent of the parties that disputes be resolved in an amicable and orderly fashion based on the merits. In pursuing this end, the parties do not want disputes forced to either the LRC or arbitration that might be resolved at earlier stages.

For this reason, the time limits and all other requirements set forth above may be waived by written agreement or acknowledgement of the primary representatives of the parties, i.e., the Port's Labor Relations Director or their delegate, and the Union's Business Representative or their delegate.

D. Time Limitation as to Back Pay

Grievance claims involving retroactive compensation shall be limited to one hundred and eighty (180) calendar days prior to the written submission of the grievance to the Port and the Union, provided, however, this one hundred and eighty (180) day limitation may be waived by mutual consent of the parties.

ARTICLE 9: Seniority

Section 1. Seniority Roster. The Port shall maintain one (1) seniority roster for each classification. Seniority for the purpose of this Article is the employee's most recent date of hire into the particular classification, except as noted below.

- A. If there are multiple employees hired on the same day into the bargaining unit, seniority will be determined by random drawing by the Union. The Union will promptly notify the Employer of the result of the drawing.

Section 2. Shift Bid. Employees on a classification seniority list shall have the right to exercise shift preference according to their classification seniority.

Section 3. Reduction in Force. One purpose of classification seniority is to give credit to employee service in layoff and recall situations. Employees will be laid off and recalled from and to a particular job classification according to classification seniority; thus the last employee hired into a classification shall be the first laid off from that classification if there is a reduction in force in that classification. The parties recognize that they have also negotiated and implemented furloughs in lieu of layoffs in the past.

Section 4. Bumping Rights. Persons employed in a particular classification who are laid off from that classification may bump into a previously held equivalent or lower level position within the bargaining unit, or the Aviation Security bargaining unit, to the extent the Aviation Security bargaining agreement permits, based on their classification seniority in the lower or equivalent level classification, provided she/he meets the minimum qualifications for that position. Should that occur, their seniority in the classification to which they are returning will be the same as when they left that classification (i.e. it will be the original date of their hire into that classification.)

Section 5. Recall to Classification. Employees laid off from their classification position who bump to any other bargaining unit position, or who bump into an Aviation Security bargaining unit position in accordance with the provisions of this Article will be entitled to be recalled in their original classification seniority order to their original classification position for a period of two years following the layoff. EXCEPT: the right to be recalled to a classification from which an

employee has been laid off will be forfeited if an offer of recall is made and declined. Additionally, an employee must be qualified, or qualifiable for the position within a reasonable amount of time. Nothing in this Article precludes the Port from actually reducing the number of positions available for bargaining unit members.

Section 6. Loss of Seniority. All seniority rights shall be broken and forfeited by resignation, or termination for cause, retirement, or voluntarily accepting a position outside of this, or the Aviation Security bargaining unit. Except: If an employee accepts a transfer out of the unit in lieu of a layoff, that employee shall maintain his or her classification seniority until such time as they have been working away from the unit in excess of twenty-four (24) months, or declines an offer of recall to the classification, whichever is sooner.

Section 7. Retention of Seniority. Classification seniority is not lost through promotion to any position in this or the Aviation Security bargaining unit, or as a result of exercising a bumping right under Article 10 Section 4.

Section 8. Notice of Layoff. In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff and the Union at least five (5) weeks prior to the date of layoff.

Section 9. Probationary Period. There shall be a six (6) calendar month probationary period after being hired into any position in this bargaining unit. Employees on such probation shall work as directed. Additionally, they shall report to work as called and shall accept designated shift assignments and work assignments. Continued employment shall be based on evidence of the employee's ability to meet the above standards and to maintain a satisfactory level of performance as judged by the Port during the probationary period following hire into a bargaining unit position. Probationary employees are at will and subject to termination without cause.

ARTICLE 10: Advancement

Section 1. Lateral Transfers. Airfield Operations Specialist/Senior Operations Controller shall be equal for lateral transfer and regression.

Section 2. Seniority Preference Selection. Employees in the bargaining unit shall have priority right to openings in bargaining unit positions. Such priority right means that any such employee bidding for a lateral transfer shall be granted that promotion on the basis of seniority provided that that employee has the objective qualifications for the position. No position affected by this priority right shall be advertised outside of the bargaining unit until bargaining unit members have been given reasonable notice of the opening and a chance to bid for the opening.

Section 3. Limitation on Transfer. An employee who advances from the Security Bargaining Unit to a position in the Operations Bargaining Unit may not change to another position in the Operations Bargaining Unit until at least two (2) years after the advancement, unless mutually agreed between the Employer, employee, and Union.

Section 4. Job Qualifications. Only reasonable and actually necessary qualifications may be set as the qualifications necessary to be selected for any position. The employer may create training programs and objective testing to ensure that an employee has such qualifications and the employer may create an objective certification process to create a record of such qualifications.

Section 5. Trial Service. Any employee promoted under the terms of this Article shall work subject to a six calendar month trial period in the new position beginning on the first day of assignment after selection. Some positions may also require additional certification requirements. If within the trial period the employee is unable to meet the standards of performance for the new position, the employee shall have the right to return to their position in the classification that they left.

Section 6. Out of Class Assignments Outside of the Bargaining Unit. The Port may, with the concurrence of the Union, assign an employee from the bargaining unit to a position outside of the bargaining unit for a period not to exceed six (6) months. Assignments may be extended with mutual agreement by the Parties. All such temporary, out of class assignments shall be voluntary on the part of the employee who is offered the assignment. The Port and the assigned employee each reserve the right to end the assignment at any time.

During such assignment the employee shall be compensated at a rate determined by Port Human Resources and hours of work shall be as assigned by management. Such compensation shall not be less than the compensation the employee would receive in their bargaining unit position. Medical and leave benefits shall continue during such out of class assignments as under the Parties' collective bargaining agreement. The employee will continue to meet their union security obligations consistent with their bargaining unit position during the out of class assignment. Dues deduction will continue to be made available to the employee as set forth in RCW 41.56.110 and the CBA.

Bargaining unit employees shall have the right to return to their bargaining unit position without loss of seniority at the conclusion of such out of class assignment. Any backfilling of bargaining unit positions resulting from a temporary assignment to a position out of the bargaining unit will be made on the basis of seniority, as provided under the Parties' collective bargaining agreement. Assignment of bargaining unit members to out of class assignments shall not change the scope of recognition of the ILWU Local 9 Aviation Operation/Aviation Security bargaining unit.

ARTICLE 11: Jury Duty

When an employee is called for and serves as a subpoenaed witness (Port-related) or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, provided that the employee submits documentation substantiating their jury service or appearance as a subpoenaed witness (Port related). Port compensation for service as a subpoenaed witness (Port-related), or on jury duty will satisfy the employee's work requirement for the day of service.

It is the intent of this provision to provide relief on those days an employee is assigned to report for jury duty or as a subpoenaed witness. An employee who is assigned to swing or graveyard shift and who is required to serve on a jury shall be released from either the shift immediately preceding his or her jury service or the shift following his or her jury service depending upon the circumstances and compensated for such shift. An employee assigned to day shift shall be released and compensated for the shift which coincides with his or her service. Leave for Jury Duty shall not result in compensation for more than the number of hours in any normal workweek.

If the employee is excused on any regular workday from the jury panel, they will be expected to report to the Port for regular duty.

ARTICLE 12: Bereavement Leave

Bereavement Leave shall be granted to employees who have been employed for thirty (30) or more days of uninterrupted service and who have suffered the loss by death of a member of their immediate family.

Immediate family shall be defined an employee's spouse or domestic partner, the employee's (or employee's spouse or domestic partner's) parent, child, step-child, sibling, grandparent, grandchild, aunt, uncle; or a sibling's spouse, domestic partner or child Domestic partner shall be defined in accordance with the Port Policy HR-31. In special circumstances, the Director of Human Resources may include others in the definition of immediate family.

Three (3) days paid leave will be granted if the funeral is in Washington State. Up to five (5) days paid leave, not to exceed a total of forty (40) hours of paid leave will be granted if to cover required travel time to attend the funeral outside of Washington State. Employee will provide proof of travel.

ARTICLE 13: Hours of Work, Overtime, and Pay Periods

Section 1. Hours of Duty. The normally scheduled workweek for employees affected by this contract shall be the equivalent of forty (40) hours per week on a Port payroll week basis. The workweek shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off, or four (4) consecutive ten (10) hour days with three (3) consecutive days off for certain employees.

The normal scheduled workday shall include a one-half (1/2) hour meal period and two (2) fifteen (15) minute rest periods. These rest and meal periods shall be paid at the employee's regular rate

of pay. If an employee does not get a lunch break, the employee shall be paid an extra one-half (1/2) hours pay.

For all employees covered by this agreement, the break and lunch periods specified above can be combined into a one (1) hour lunch meal period, and such lunch period can be taken during the period ninety (90) minutes prior to and following the midpoint of the shift, with management and employee agreement.

All employees covered by this agreement may be required to carry electronic communication devices and keep them activated during break and lunch periods. Employees called back to work during a break or lunch period may be required to report to their assignments within ten minutes, or, except for AOS employees, a longer period of time if necessary to return in a safe manner.

Section 2. Overtime Pay and Exceptions. Hours worked in excess of the normally scheduled work day, or in excess of the normally scheduled work week on a Port payroll basis, shall be compensated at the overtime rate of one and a half (1.5) times the employee's regular rate of pay. Work in excess of forty (40) hours in a week shall also be paid at the overtime rate.

There shall be no pyramiding or compounding of overtime. "Holiday pay" does not count toward calculating hours worked for purposes of calculating overtime for those employees who do not actually work on the holiday. (See "Holidays" article for additional clarification.)

Every effort will be made not to schedule unreasonable overtime. Work over twelve (12) hours in a twenty-four (24) hour period or over fifty (50) hours in a week shall be considered unreasonable, except in an emergency. The Port shall make its best efforts to equalize overtime opportunities. Every effort shall be made to maintain updated overtime accruals on a pay-period basis.

Employees shall receive quick turnaround pay in the event there are not at least eight (8) hours between shifts. When this occurs, the affected employee will be paid four (4) hours minimum time and a half.

Section 3. Shift Differentials. Employees shall receive a shift differential of 7.5% over their regular rate when working swing shift hours and 10% over their regular rate when working the mid shift hours. Overtime shall be calculated using the rate of pay for the shift that the employee actually worked.

Time brackets defining day shift/swing shift/mid shift are as follows:

Day Shift:	between	06:00 A.M. - 1:59 P.M.
Swing Shift:	between	2:00 P.M.-9:59 P.M.
Mid Shift:	between	10:00 P.M.-5:59 A.M.

The majority of hours worked within a particular time bracket will determine the shift differential that an employee is entitled to be paid for the entire shift. In the event that an equal number of

hours are worked in two (2) separate shifts, the employee will be paid at the higher shift differential for the entire period of hours worked.

When a regularly assigned day shift employee holds over into the swing shift those overtime hours shall be paid at the 7.5% swing shift differential rate.

When a regularly assigned day shift employee comes in early during the mid shift those overtime hours shall be paid at the 10% mid shift rate.

When a regularly assigned swing shift employee holds over into the mid shift those overtime hours shall be paid at the 10% mid shift differential rate

When a regularly assigned mid shift employee holds over into the day shift those overtime hours shall be paid at the 10% mid shift differential rate.

When a regularly assigned swing shift employee comes in early during the day shift those overtime hours shall be paid at the 7.5% swing shift differential rate

When a regularly assigned mid shift employee comes in early during the swing shift those overtime hours shall be paid at the 7.5% swing shift differential rate.

Section 4. Scheduling of Days Off. The Port shall not make temporary changes to employee's bid schedule or reschedule days off, solely to prevent payment of overtime. Schedule adjustments to accommodate training while maintaining a forty (40) hour workweek for employees shall be considered appropriate with advance notice as required in Section 7, below. Normal days off at the end of the schedule week shall be consecutive.

Section 5. Approval for Overtime Work. Authority for approval of any overtime work shall be limited to departmental management or its designees.

Section 6. Minimum Show-Up Time. Any person called in to work on a day off or called in to work before or after the conclusion of their shift shall be paid a minimum of four (4) hours pay at the appropriate rate regardless of the length of the call, unless the call lasts more than four (4) hours. This pay shall be in addition to any pay paid for the person's regular shift. This does not apply to extension of shifts before or after the scheduled shift or to optional meetings offered by management that are attended virtually.

Section 7. Notice of Shift Change. Except in emergencies and as specified below, employees shall be provided with fifteen (15) calendar days' notice in the event of shift change.

Section 8. Pay Periods and Pay Processes. All employees shall be paid bi-weekly, and in the same manner established by the Port's Payroll Procedures and Policies applicable to non-represented employees.

Employees covered by this Agreement may be required to use time clocks or other attendance verification technology.

Section 9. Trainer. Effective upon ratification by the parties, the Port may, at its discretion, assign one or more employees as a trainer for one or more shifts. The employee will be compensated for all hours assigned as trainer at a rate of 10% above the pay rate that would otherwise apply.

Section 10. Special Conditions by Classification.

A. Senior Operations Controllers

i. Relief Shifts. The hours of work shall be as stated above with the exception of relief shifts, which shall consist of four (4) consecutive ten (10) hour days, except that the relief shift may be assigned to a five (5) day eight (8) hour shift for coverage of a vacated shift. In the event management changes relief shift schedules from one type of workweek as defined in Article 13 Section 1 to another, advance notice between two (2) and six (6) weeks shall be made to the affected employee(s). When covering different shifts in the same workweek, the relief shift must have a sixteen (16) hour break. When the Relief person is on a week vacation, the days off before and after the vacation should not change. Relief shifts will be scheduled with a minimum of two (2) consecutive days off.

ii. Scheduling. The Port will endeavor to schedule a Supervisor whenever Senior Operations Controllers are scheduled. Senior Operations Controllers will be directly involved in developing the weekly work schedule. Employees shall be provided with a completed annual work schedule by November 15th, each year. Vacation bidding will start no later than November 15th each year and be completed by November 30th.

iii. Relief lines will receive their three (3) days off before and after their PTO bid for rounds 1 and 2 only.

iv. Day trades and Shift trades. Trades between individuals after shift and vacation bidding is completed shall be permitted subject to Management approval. Long term trades for over two (2) weeks shall require union approval.

B. Airfield Operations Specialists

i. Hours of Work. The work week shall consist of a number of four (4) consecutive 10-hour shifts (4/10) and/or five (5) 8-hour shifts (5/8). There shall be no less than three (3) 4/10 shifts.

ii. Relief Shift. One four (4) consecutive (10) hour shift shall be designated a relief shift. In addition to providing coverage for four (4) day ten (10) hour shifts, the relief shift may also be assigned to a five (5) day eight (8) hour shift for coverage of a five (5) day eight (8) hour vacated shift, scheduled at least five (5) days in advance. When covering different shifts in the same workweek, the relief shift must have a sixteen (16) hour break. When the Relief person is on a week vacation, the days off before and after the vacation should not change. Every effort shall be made to provide relief shifts with a minimum of two (2) consecutive days off.

iii. Shift Bid. Shifts will be bid by seniority at least once a year. Airfield Operations Specialists can swap shifts among themselves with management approval.

iv. Long Term Trades – trades over two (2) weeks shall require union approval.

v. Concealed Pistol License. Airfield Operations Specialists are required to obtain a Washington State Concealed Pistol License (CPL) as a condition of their employment.

In the event an Airfield Operations Specialist is unable to obtain or retain a CPL, absent extenuating circumstances, the employee shall be temporarily assigned to duties that do not require a Concealed Pistol License for up to 30 calendar days. Depending upon the circumstances, the parties may mutually agree to extend the time period. The Port will reimburse the employee for the cost of obtaining the license.

Section 11. Direct Deposit. As a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

Section 12. Overpayment. If an employee is overpaid, the Port shall recover the overpayment by deduction through subsequent wages at a rate of five (5) percent of the employee's disposable earnings in a pay period, other than the final pay period; or the amount still outstanding from the employee's disposable earnings in the final pay period. Deductions from wages shall continue until the overpayment is fully recouped.

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

ARTICLE 14: Holidays

Section 1. Effective at the signing of this agreement, the following paid holidays shall be recognized and observed, as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	To be designated by the Port
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	(Day after Thanksgiving)
Christmas Day	December 25
One (1) "Floating Holiday"	To be designated by the Port

When the Port's salary and benefit resolution shifts the day of observance of any of the above holidays, that shift shall apply to the holidays under this contract as well.

Section 2. Premium Pay for Working on a Holiday. Employees scheduled to work on a Port observed holiday shall receive one and one half times regular rate of pay for hours worked on a Port designated holiday. Employees who work on the actual holiday of Christmas Day, New Years Day or Independence Day shall receive one and one half times regular rate of pay for hours worked,

if different from the Port's designated day of observance for those three holidays. In no case shall an employee be eligible for holiday premium pay for more than one day for each of the eleven holidays.

Section 3. Compensation for Holidays. "Holiday pay" for bargaining unit employees shall be eight (8) or ten (10) hours (whichever is the regular shift) at the straight-time rate subject to the following conditions:

All employees, whether they work or don't work on the holiday, will receive "Holiday Pay" in one of two forms:

Either

a) A "cash out" of the 'holiday pay', OR

b) An "in lieu of holiday" day off (equivalent of 8 or 10 straight time hours, whatever is the regular shift)

The choice between a and b is subject to certain limitations described below:

1. If employees choose to cash out the "holiday pay", there is no choice of when it is cashed out-it attaches to the contractually listed holiday.

OR

2. If employees choose the "in lieu of" day off option, such day would have to be asked for by the employee and approved by management before it can be taken (just like PTO). Such "in lieu of" days must be taken before PTO is used. It is up to the employee to keep track of their "in lieu of" days. All such "in lieu of" days will be cashed out at the straight time rate at the end of the same Port payroll calendar year in which they were earned, with the exception of Thanksgiving and Native American Heritage Day, which may be carried over into the next payroll calendar year. (e.g., all "in lieu of" days earned in 2008 will be cashed out at end of the Port's payroll calendar year for 2008.)

If the employee does not make the choice on their time cards during the pay period of the holiday, they will get the "holiday pay cash out" (of 8 or 10 hours straight time, whatever is their usual shift) by default.

Also, for only those employees who actually work on the holiday they get, in addition to "Holiday Pay", an OT premium for hours actually worked on the holiday. The premium is time-and-a-half for their regular shift, and two-and-a-half their regular rate for hours worked beyond their normal shift.

It is the intent of this Holiday Pay Article that only those employees who actually work on the holiday will receive the benefit of the overtime premium in addition to "Holiday Pay".

“Holiday pay” does not count as hours worked for purposes of calculating overtime for those employees who do not work on the holiday. (i.e. if the holiday falls on a Monday, and an employee’s normal work schedule is Tuesday-Saturday, the fact that the employee is paid eight (8) hours of ‘holiday pay’ for Monday would not cause the employee to be paid OT for working on Saturday, their regular day of work.)

This Section shall be effective starting with the first contractually listed holiday after the signing of this Agreement.

Holiday pay shall be prorated for all employees who work less than a full time schedule.

ARTICLE 15: Harry Bridges Day

Harry Bridges Day. Each employee who works on July 28 for each year during the term of this agreement shall receive one and one half times their regular hourly rate of pay for all hours worked for that day.

ARTICLE 16: Paid Time Off (PTO) and Sick Leave

Section 1. Paid Time Off (PTO)

A. Scheduling of PTO. At any time after the successful completion of the six (6) month probationary period, eligible employees may request and use PTO of up to the number of days accrued (explained in detail below) at the time of the desired PTO date subject to the approval of management or their designee. Employees will endeavor to give thirty (30) days notice to the Manager of a requested PTO leave and in no case, barring an emergency or by mutual consent, shall there be less than five (5) days notice. The Manager will endeavor to approve an employee's vacation request within two (2) weeks of notice by the employee.

Payment for PTO may be made only to the extent of unused PTO accruals at the time of the leave.

B. Limits on Accumulating PTO: PTO accumulation shall be limited to four hundred eighty (480) hours.:

Employees Hired Before 12/20/98:

Balances over the limit will be cashed out at a 100% rate during the first (1st) pay period of the payroll year. Accruals over the limit will be cashed out quarterly.

- i. Accruals will cease when the limit is reached and will resume only when the balance

is below four hundred and eighty (480) hours.

Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of PTO. It is not the intent that employees be allowed to forfeit PTO.

C. Rates of Accruals: Eligible employees shall receive PTO accruals based upon a pro rata share of a full-time work schedule. PTO is earned as follows:

- i. Based on the first day of employment from the first (1st) full month to and including the thirty-sixth (36) full month of continuous employment, eligible employees shall accrue PTO at the rate of .07538 hours per straight-time hour paid. (e.g. $.07538 \times 1950$ annual hours = 147.0 hours, $.07538 \times 2080$ annual hours=156.8 hours)
- ii. From the thirty-seventh (37) full month to and including the eighty-fourth (84) full month of continuous employment, eligible employees shall accrue PTO at the rate of .09462 hours per straight-time hour paid. (e.g. $.09462 \times 1950$ annual hours = 184.5 hours; $.09462 \times 2080$ annual hours = 196.8 hours)
- iii. From the eighty-fifth (85) full month to and including the one-hundred thirty-second (132) full month of continuous employment, eligible employees shall accrue PTO at the rate of .10423 hours per straight-time hour paid. (e.g. $.10423 \times 1950$ annual hours = 203.3 hours; $.10423 \times 2080$ annual hours = 216.8 hours)
- iv. After completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133) month, eligible employees shall accrue PTO at the rate of .11385 hours per straight-time hour paid..11385 x 2080 annual hours =236.8 hours)

D. Cash Out Option. Employees who have taken at least two weeks (80 hours) of paid time off in the previous twelve (12) months may elect for a cash-out option in accordance with the provisions of HR-5. The Port may change or modify its PTO cash out policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advance written notice.

Section 2. 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. Sick Leave. Upon termination or retirement immediately following five complete years of active employment in a continuous period of employment with the Port of Seattle, qualified employees shall be compensated, as described below, for 50% of their unused EI leave at their rate of pay at termination.

B. Paid Time Off (PTO). Upon termination, eligible employees shall receive compensation at 100% value in lieu of unused accrued PTO. PTO may be cashed out, used as service time after the last day worked, or taken in a combination of cash and service time. A probationary employee who terminates active employment before satisfactorily completing the

probationary period shall receive no PTO pay.

Due to the effects of accrued leave on service time and of federal laws on rights to continuation of medical insurance, terminating and retiring employees should notify the Total Rewards Team in Human Resources as soon as possible in order to obtain the appropriate counseling.

In the case of a regular employee's death, a lump sum payment for payable amounts of unused accrued leaves, Sick Leave, and PTO shall be paid to the employee's heir or estate as appropriate.

Section 3. Sick Leave

A. Sick Leave: Sick Leave for employees is earned as follows. Part-time employees earn a proportional share of hours. Accrued Sick Leave may be used for employee or family member illness, injury or disability: see below for further information. Reasonable notice must be provided for the use of Sick Leave if the situation is foreseeable, and prior to the start of the employee's shift if practicable.

Sick Leave will accrue in two banks effective 1/1/2022:

Bank 1) Protected Sick Leave .027 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employees shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law.

Bank 2) Paid Sick Leave ____ .027 will accrue as Paid Sick Leave per hour paid but not worked.

On the first pay stub of each calendar year Protected Sick Leave (if any) from Bank 1 in excess of forty (40) hours will be transferred to Bank 2. There is no limit on the amount on the amount of Washington Protected Sick Leave that may be accrued in a calendar year.

Protected Sick Leave can be used for an absence resulting from an employee or family member's mental or physical illness, injury, or health reason; to accommodate a need for medical diagnosis, procedure, care, or treatment; or need for preventative medical care. In addition, Sick Leave may be used for:

- a qualifying FMLA or FCA absence,
- for absences that qualify for leave under the Domestic Violence Leave Act
- when an employee's work location has been closed by order of a public official for any health-related reason,
- or, when an employee's child's school or place of care has been closed for a health-related reason (not weather related).

Upon termination or retirement following five or more consecutive years of active employment with the Port of Seattle, an eligible employee shall be compensated for 50% of his or her Protected Sick Leave and Sick Leave accrued balance at the employee's hourly rate of pay in effect at termination or retirement.

Unless cashed out upon termination or retirement, unused, accrued Protected Sick Leave will be reinstated upon rehire within twelve (12) months subject to the provisions above.

B. Payoff. Unused Sick Leave leave may not be converted to cash payment except upon termination or retirement and after five (5) years of continuous service, qualified employees shall be compensated for fifty percent (50%) of their unused Sick Leave leave at their rate of pay at termination.

C. Abuse of Sick Leave. Both parties are committed to work to minimize or eliminate any abuse of sick leave.

Section 4. Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program as outlined in HR-5.

Section 5. Paid Parental Leave. The Port agrees to provide Paid Parental Leave to regular, non-probationary employees for the term of this agreement. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. Changes and/or modifications to Paid Parental Leave shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Paid Parental Leave to the Union.

ARTICLE 17: Leave Without Pay

Section 1. When an employee requests leave without pay (LWOP) in conjunction with any other leave, the requests should be combined so the Manager or designee may assess the consequences of the entire period of time off being requested. 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 PTO leave and sick leave must be exhausted. If the employee's request for LWOP is due to a reason that Washington Paid Sick Leave may be used for, the employee must first exhaust PTO leave and non-protected Sick Leave (Bank 2 under Article 16.3), but need not exhaust Protected Sick Leave (Bank 1 under Article 16.3).

Approval of a leave under the conditions and limits of this section assumes the employee's right to reinstatement without loss of pay. 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.

If any employee does not return within the agreed time and does not notify the Port of the reason or request an extension, a termination personnel action form shall be prepared following final determination by the Manager or their designee.

Section 2. The following types of leave shall be authorized by the Manager or their designee within the conditions and limits indicated:

A. Military Leave

Military leave shall be provided as stated in the current Port of Seattle Policy HR-5, and in accordance with RCW 38.40.060.

B. Personal LWOP:

A request for LWOP for non-military or non-medical reasons shall be considered a personal LWOP. Approval is not automatic. Port management considers leaves extending beyond an employee's accrued PTO as a special consideration to be granted only after careful evaluation. Each request will be considered on its own merits and the factors to be considered by the Manager or designee shall include:

- The purpose and length of requested leave
- The employee's length of service
- The effects of such an extended absence on the operational efficiency of the department.

A personal LWOP with a mutual benefit for the Port and the employee would receive greater priority, than a request with limited or no benefit to the Port.. After an evaluation, the Manager or their designee may authorize up to ninety (90) calendar days LWOP to a regular employee whose performance and attendance are satisfactory.

C. Medical LWOP:

A disability period is the time an employee is unable to perform the duties of their position due to illness or injury as determined and certified by a health care provider in writing to Human Resources or a firm designated by the Port. Illness may include, but is not limited to, disabilities related to pregnancy or childbirth, alcoholism, drug addiction, and psychological disorders. When LWOP is requested in excess of the certified period of disability, it is handled as for Personal LWOP.

Medical LWOP required to cover certified periods of disability may be granted to employees suffering from either job-related or non-job related disabilities for up to ninety (90) calendar days. The ninety (90) calendar days are to run concurrently with any applicable FMLA leave. Medical leaves in excess of ninety (90) calendar days are covered under Special LWOP considerations.

D. Special LWOP Considerations:

Personal LWOP in excess of ninety (90) calendar days and medical LWOP in excess of ninety (90) calendar days shall be granted only upon the recommendation of the Manager and the Director of Human Resources.

E. Probationary Employees LWOP:

Leaves without pay for probationary employees may be granted at the discretion of the Manager or their designee under emergency circumstances. However, 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.

F. Seniority Status While on LWOP:

An employee's seniority ranking will remain unchanged while on LWOP. However, an employee's rate of vacation accrual will not change.

ARTICLE 18: Other Benefits

The Port agrees to contribute to the following benefits:

A. Unemployment Compensation Benefits under the Washington State Employment Security Act.

B. Social Security insurance and Medicare (FICA) as required by the Federal Insurance Contribution Act.

C. Washington State Workers' Compensation.

D. Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Completion support under the terms of HR-12. The parties understand and agree that HR-12 is subject to revision by the Port. The Port will provide other job-related training and education in accordance with Article 22.

E. Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions or other 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 the Grievance Procedure or to any other provision of this Labor Agreement or to negotiation by the Union.

F. 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 Procedure (Article 8) or to any other Provision of this Labor Agreement or to negotiation by the Union.

G. Employees shall be eligible for transportation and parking benefits as established by the Port Policy HR-14.

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

The Port shall maintain full discretion to modify, change, amend, and/or discontinue the ORCA program benefit;

Prior to modifying, changing, amending, and/or discontinuing the ORCA program, the Port agrees to provide advanced notice to the Union.

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

The Port shall maintain full discretion to modify, change, amend, and/or discontinue the Ferry Reimbursement

J. Permanent Reduction in Work Force.

In the event that any of the positions currently held by any member of the bargaining unit or any of the work currently done by bargaining unit members is altered or eliminated by technological changes or changes in security requirements so as to cause a reduction in overall work for the bargaining unit, the following will apply:

Section 1. The Port shall provide detailed information to the Union as to the nature of these changes and shall make its best effort in estimating the number of full time equivalent positions that will permanently be reduced.

The Port shall consider in good faith all proposals by the Union to mitigate the impact of the anticipated reduction in work force, including but not limited to alternative configurations and/or more efficient utilization of existing bargaining unit employees, training for employees to perform existing jobs changed or modified by the Port's decision to introduce technological or other operational changes, and the replacement of affected employees in other positions within the Port.

Section 2. If the Port notifies the Union that it anticipates a permanent reduction in workforce for bargaining unit members, it shall soon thereafter notify all bargaining unit employees in the affected classifications. By classification, bargaining unit employees shall have the right to volunteer to surrender their seniority rights in lieu of less senior employees in the classification being laid off and accept the severance benefit provided for under this Article. If it is determined that permanent reduction will occur, this notice will state the date by which an employee must notify the Port in writing that the employee will exercise the employee's right to volunteer for severance. This deadline will be a minimum of seven (7) calendar days following the notification. If more volunteers request severance than there is permanent reduction, the most senior employees will have preference in exercising this option. If there are more permanent reductions than volunteers requesting severance, the least senior employees will be laid off first.

Employees notified that they are subject to a lay-off must select in writing, on a form provided by the Port, one of the following options. Failure by the affected employee to inform the Port of their selection within one hundred eighty (180) days after the written notice from the Port to the employee that the employee is being laid-off as a result of an anticipated permanent reduction shall result in the employee being provided option A.

Option A. Seniority shall be broken by lay-off of eighteen (18) calendar months, or the expiration of this agreement, whichever is greater. Any recall to Port employment from lay-off shall serve to reactivate seniority rights and seniority shall be retained for an additional eighteen (18) calendar months, or the expiration of this agreement, whichever is greater.

Option B. Surrender all seniority rights, including the right to recall. Receive severance pay in the amount of one week of regular pay for each year in service. Employees with less than one (1) year of seniority shall receive one (1) week of pay as their severance. After a one (1) month grace period, the employee will have the option to self-pay for coverage under one of the Port medical plans for the second through the eighteenth (18) month after severance from employment from the Port, as provided by COBRA legislation. If other benefits are provided by law subsequent to the execution of this agreement, the Port will comply with such laws.

Section 3. Assistance will be provided in seeking other suitable employment for up to one year after being subject to permanent reduction in work force. This outplacement may be provided by either the Port's Human Resources staff or by retained consultants, at the Port's discretion.

Section 4. The Port's policy providing preference for Port employees on lay-off status for subsequent openings, as stated in HR-10, or as modified or amended from time to time by the Port, shall be applied to employees covered under this agreement in the manner as to other Port employees.

ARTICLE 19: Health and Welfare Programs

Employees shall be covered by the Medical, Dental, Life Insurance and long-term Disability Insurance benefits described in paragraphs A, B, C, and D below. The Port retains the right to modify and/or change insurance benefits and/or carriers at any time during the term of the agreement. Coverage under this Article shall not be a bargainable issue. However, the Port agrees to meet and discuss any changes in Port coverage with the Union.

Employees may be required to pay a portion of some insurance premiums if required of other Port employees. Employee costs shall be by payroll deduction or by electronic payment or check if payroll deduction is not possible. Employees are responsible for notifying the Port via a Port approved enrollment process of their eligible dependents. Any extra costs associated with a lack of notification shall be the employee's responsibility.

Employees shall be eligible to maintain continuity of coverage as provided for under the Consolidated Omnibus Reconciliation Budget Act (COBRA).

A. Medical Insurance:

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for medical insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established between the Port and the insurance companies or agencies selected to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan, that the employee has chosen.

B. Dental Insurance:

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

C. Vision Insurance:

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

D. Life Insurance:

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with insurance companies or agencies selected by the Port to provide such benefits. Such employees shall also be covered by the Accidental Death and Dismemberment policy provided by the Port, which provides a benefit in the amount of two (2) times their annual base rate.

E. Long-term Disability:

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Other conditions of coverage

are established with the insurance company or agency selected by the Port to provide such benefits.

F. Light Duty:

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month shall receive light duty work as they are released to perform such duty through a care-provider and in accordance with the policies and procedures that govern the Port's self-insured Worker's Comp program.

ARTICLE 20: Pensions

The Port shall continue coverage for employees covered by this agreement under the Washington State Public Employees Retirement System.

ARTICLE 21: Safety

The Port will take all steps necessary to maintain a safe work place and safe work environment. No employee is expected to risk injury or illness during the course of employment. Employees should take reasonable steps, such as notifying management of any unsafe conditions that occur during the course of their work.

ARTICLE 22: Equipment

Section 1. The Port shall provide the employees with uniforms (when required) and equipment that the employee is expected to utilize in the job and in accordance with the requirements as established by the Director. Employees will be allowed to purchase uniform pants at their own expense if such pants are on an approved list of alternatives (such as 5.11 pants).

Section 2. All employees covered by this collective bargaining agreement are subject to the same requirements, processes, fees, and fines as non-represented employees.

Section 3. The Port shall provide an annual stipend of \$175.00, to airfield operations specialists to be paid on the first full paycheck of each calendar year retroactive to the beginning of the contract, for the purchase of footwear. The footwear must be made of leather or other equally firm material. The soles and heels of appropriate footwear must be of a material that will not create a slipping hazard. Athletic shoes), shoes with canvas tops, sandals, clogs, slippers, open toed or

open heeled shoes, high heels, and dress shoes are examples of footwear that is not to be worn. Additionally, footwear that has deteriorated to a point where it does not provide the required protection shall not be worn. New employees must report to work with the required footwear within three weeks of their hire date.

Employees reporting to work without the required footwear in proper condition may be sent home without pay and/or be subject to discipline.

ARTICLE 23: Job Related Training and Development

It is recognized that the positions covered by the contract are important evolving positions that involves an ever-increasing range of responsibilities. The Port will provide training for all employees and will maintain a careful record of the training accorded employees. The training opportunities will be made available to all employees without discrimination or distinction. In addition, employees may be involved in all post-incident critiques or hearings relating to or affecting matters within the scope of their responsibilities. All pre-approved training, meetings and/or critiques will be considered work time and will be compensated as such.

Employees will be reimbursed for any travel or meals incurred as a result of management directed training approved by the Manager or designee under this article and consistent with Port policy.

The normal workday and/or workweek for employees may be modified to accommodate training or educational requirements. Such modifications shall not be made unless the employee is given five (5) working days notice.

The Union and the Port will continue to support employee participation in the Port's internship programs. Employees who are successful applicants to internship programs will remain members of the bargaining unit covered by the terms of the Collective Bargaining Agreement. Temporary schedule adjustments and/or alternate work schedules to accommodate internship activities will be allowed as agreed by the employee's own department and the sponsoring departments.

ARTICLE 24: Shop Stewards

The Union has the right to appoint shop stewards. Those shop stewards shall have the right to engage in necessary contract-related matters including advising employees and assisting those facing discipline without loss of pay irrespective of when those events occur. Claims of alleged abuse of this right are matters for the grievance and arbitration procedure set forth in this Agreement.

ARTICLE 25: Discipline and Personnel Records

Section 1. Just Cause. The Port shall not discipline or discharge any employee except for just cause or as provided in Article 8, and Article 9, Section 9 (probationary period). All discipline after the probationary period shall be subject to review in Article 8, Grievance Procedure.

Section 2. Progressive Discipline. The following progressive discipline procedure shall be followed.

A. Verbal Notification. An employee shall be notified at least once by his or her manager or designee of undesirable performance or conduct, or an undesirable trend in performance or conduct and the need for correction. A written record of said verbal notification shall be placed in the employee's personnel file. At the employee's option, the employee may submit written comment regarding the basis for the verbal notification within fifteen (15) working days.

B. Written Notification. If the employee's performance or conduct does not improve following verbal notification, a written notice will be issued to the employee by his or her direct supervisor. At the employee's option, the employee may submit written comment regarding the basis for the written warning within fifteen (15) working days.

C. Suspension or Discharge. Suspension, demotion, corrective probation or discharge may only be issued for just cause and so long as the employee has received both verbal and written notification.

No prior notification shall be necessary if the cause for discipline is gross insubordination or serious misconduct.

Section 3. Personnel Files. Every employee shall have the right to look at their personnel file and copy or have copied at the employee's expense, any material that is in the file. Every employee shall have the right to submit written material for addition to their file and that material shall be kept in the file so long as the material it rebuts is in the file. No warning notice or other documentation or evaluation regarding the employee shall be considered valid unless it was first given to the employee and the Union and the employee was given a chance to prepare a rebuttal statement. No personnel file material other than routine payroll information may be used in any grievance proceeding or disciplinary proceeding involving the employee unless that material was shown to the employee at the time it was created and before it was placed in the file.

Written warnings and other evidence of discipline shall not be valid for more than twelve (12) months unless a similar or related offense is committed within that period. In the case of a similar or related offense, the twelve (12) month period begins anew. Nothing precludes the Port from using discipline documentation older than 12 months to establish notice.

ARTICLE 26: Good Faith Guarantee

The Port and the Union agree to deal with each other in good faith and observe their commitments without resorting to gimmicks or subterfuge.

ARTICLE 27: Performance of Duty. Strikes and Lockouts

Section 1. Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform assigned duties to the best of their ability. The Union agrees that it will not condone or crusade any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Port.

Section 2. The Port agrees that there shall be no lockouts.

Section 3. The conditions stated in Sections 1 and 2 of this Article shall remain in effect with or without a signed labor agreement.

ARTICLE 28: Emergency Conditions

Employees may be required to report to work under emergency conditions such as snow or other natural emergencies or security emergencies. In such case, regular shift regulations may be suspended as necessary to deal with the emergency. (The suspension of the regular schedule does not alter the overtime rules except such rules as might apply to short notice of shift changes.) If required by management to stay overnight or between shifts, the employees will be provided reasonable accommodations and sufficient and reasonable subsistence.

ARTICLE 29: Personnel

The Port shall maintain sufficient qualified personnel to comply with the requirements of its airport certification manual or airport certification specifications and the applicable rules of this part.

ARTICLE 30: Compensation for Travel Time

Section 1. The Port agrees to reimburse employees required to travel outside of King County for reasonable out-of-pocket expenses that may be incurred for transportation, meals, and lodging.

Expenses covered shall be limited to those incurred only in connection with the assignment and shall cover employee expenses only. Proof of expenditures shall be required for reimbursement. Claims for expenses shall be submitted to the Administrative Section no later than three (3) business days prior to the due date on the Travel Authorization and Fund Advance, except in emergencies.

While a specific dollar amount for meals is not specified, the charges must be reasonable. Reasonable expenses shall be consistent among department personnel. Absence of a meal(s) does not substantiate an excessive amount for another meal. As a guideline, the approximate amounts charged in the Anthony's Restaurant at Sea-Tac International Airport represent the upper limit of reasonable.

Section 2. An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments outside of King County.

Section 3. When travel by an employee's private vehicle is required and authorized by management, such travel shall be reimbursed in accordance with the mileage reimbursement schedule in AC-2. The Port may change or modify the mileage reimbursement schedule.

ARTICLE 31: Savings Clause

If any Article of this Agreement or any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 32: Entire Agreement

Section 1. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 2. Under the Port's commitment in Article 26 - Good Faith Guarantee, the Port agrees to notify the Union in advance and meet and discuss any major or significant changes in the operation and/or working conditions before those changes become effective unless they are necessitated by any emergency situation. In that event the notification, meeting, and/or discussions will take place as soon as possible thereafter.

ARTICLE 33: Labor Management Committee

At the request of either the Port or the Union, the other party agrees to meet on an informal basis outside the grievance procedure to discuss issues of concern to either party, including but not limited to: new projects, new equipment, safety, training, and questions of interpretation and administration of this Agreement. The Parties agree to keep accurate minutes of every committee meeting. Any understandings or agreements reached as a result of such meetings shall be reduced to writing and signed on behalf of the Port and the Union or such understanding shall be null and void.

The Port will provide a detailed report with the number of hours worked by members of the bargaining unit upon request.

ARTICLE 34: Drug Testing

Employees may be required by the National Transportation Safety Board (NTSB), the FAA, or the Port to submit to toxicological testing necessary as a result of an incident or accident under investigation by the parties specified in this Article. The parties agree to the need to maintain a drug free work place.

Employees shall also be subject to reasonable suspicion drug testing. An employee may only be subject to reasonable suspicion drug testing based upon the recommendation of two observers, one of which must be a trained observer and one shall not be the employee's direct supervisor. The Port shall notify the Union by telephone regarding its suspicion of employee impairment as soon as possible, and if the Union Business Representative, or his designee declines to attend, or is not at the testing site within 90 minutes from notification, the Port shall be free to conduct the test without a Union official present. The 90 minutes may be extended by mutual agreement of the parties.

ARTICLE 35: Term of Agreement

Effective date of this contract is will be the first full pay period at least 14 days after ratification by the parties.

This agreement signed _____ shall remain in effect until December 31, 2027, unless the termination date is extended by mutual agreement and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this _____ day of _____.

By _____

Stephen P. Metruck, Chief Executive Officer
PORT OF SEATTLE

By _____

James M. Limric, Jr., President
INTERNATIONAL LONGSHORE & WAREHOUSE UNION, LOCAL No. 9

APPENDIX A: WAGE RATES

Classifications

Senior Operations Controller
 Airfield Operations Specialist

Effective upon implementation of this agreement, all AOS/SOCs shall be subject to the following Tiered Wage Rates:

Wage rates effective on the first day of the first pay period in payroll year 2024:

	Step 1 (0-12 months) 85% of Base Rate	Step 2 (13-24 months) 90% of Base Rate	Step 3 (25-36 months) 95% of Base Rate	Step 4 (37+ months) 100% of Base Rate
AOS	\$39.18	\$41.49	\$43.79	\$46.10
SOC	\$39.18	\$41.49	\$43.79	\$46.10

Effective on the first day of the first pay period in payroll year 2024, wage rates in the above categories will be increased by 10 percent (10%). (These increased wages are reflected in the chart above.)

ALL Individuals who worked during the time period covered by the 10% (ten) 2024 wage adjustment shall be entitled to retro pay for hours compensated following the implementation of this agreement should they have retired, transferred, or left the bargaining unit.

Effective on the first day of the first pay period in payroll year 2025, wage rates in the above categories will be increased by five percent (5%).

Effective on the first day of the first pay period in payroll year 2025, employees shall receive a lump sum payment of \$2,500, less any regular deductions.

Effective on the first day of the first pay period in payroll year 2026, wage rates in the above categories will be increased by four percent (4%).

Effective on the first day of the first pay period in payroll year 2027, wage rates in the above categories will be increased by four percent (4%).

Effective beginning with the first full pay period of 2025, two additional wage steps will be added to tiered wage rates (above):

	Step 5 - 61 – 119 months 102% of Base Rate	Step 6 – 120+ months 104% of Base Rate
AOS	\$49.38	\$50.35
SOC	\$49.38	\$50.35

APPENDIX B: JOB DESCRIPTIONS

APPENDIX B: JOB DESCRIPTIONS

The job descriptions for each bargaining unit position is appended to the agreement for reference purposes. The Port and the Union agree that the job duties listed do not encompass every job duty that employees are expected to perform. Further, being listed below does not indicate whether or not each job duty is exclusive to the bargaining unit or exclusive to a singular bargaining unit position. It is also understood that the Port has the discretion to assign employees any portion of the duties listed within their particular job classification. Compensation and conditions of assignment to employees of duties normally performed by another bargaining unit position shall be governed by Article 10, Section 5.

SENIOR OPERATIONS CONTROLLER

Position Summary

This position provides a centralized communication resource for monitoring and coordinating a variety of airport activities that affect the safe, efficient and secure provision of services to passengers, tenants and customers in compliance with Federal Aviation Regulations, Parts 107, 108 and 139. Responsibilities include monitoring the operation of the automated Satellite Transit System, coordinating the response to emergency, operating, or maintenance issues affecting the system. Coordinate arrivals/departures of all aircraft operations using RMS (Resource Management System). Monitoring and coordinating responses to security Alarms (ARM). Monitoring the baggage system (FMS/Facility Management System) for baggage alarms. Provide emergency communications and notifications to key airport personnel and agencies in response to emergencies, unusual events, and other events that may affect the operation of Seattle-Tacoma International Airport. Coordinate the response to facility alarms received in the ACC through a variety of technologies.

Accountabilities

- Monitors and operates the Satellite Transit System (STS) during normal, routine maintenance and emergency operations.
- Notifies the Duty Maintenance Representative (DMR) of any malfunctions and emergencies and assists with recoveries via the various controls of the STS Control System.
- Using closed circuit television and various types of communication equipment and systems, monitors a variety of airport activities and ensures that appropriate staff are notified of significant events or system malfunctions, in accordance with applicable departmental and airport rules and regulations. Examples include, but are not limited to:

Tenant notifications

- Public announcements via the Terminal Announcement System public address system
- Use of Everbridge
- Notification to government agencies, as appropriate
- Professional verbal interaction between the public, tenants, and other customers.
- Coordination of daily flight activity at Port owned, or controlled gates.

- Monitors various Aviation Maintenance systems and respond according to established procedures and protocols.
- Answer phone and radio calls for maintenance issues and respond according to established procedures and protocols supplementing Maintenance Service Response Line (Phone tree)
- Log information as appropriate on maintenance systems issues and calls into appropriate tracking system using Maximo.
- Provides emergency airport paging service for customers and may, on occasion, accommodate airline request for flight operation pages.
- Displays and updates graphic information on electronic reader boards at various locations within the Airport using the FIMS aircraft gate management system.
- Monitors a variety of radio frequencies (talk groups) including Fire, Police, Airport Operations, Maintenance, FAA Tower and Ground, Parking, Ground Transportation.
- Maintains numerous logs, including and Airport Communication Center Significant Activity logs.
- Monitors and tests a variety of alarm systems such as elevator, security intrusions, Alarm Monitoring System, and Satellite Transit System alarms. Monitors and dispatches alarms expeditiously to facilitate the safe movement of passengers during an emergency response.
- Assign Port of Seattle aircraft gates and Customs baggage carousels for international arriving/departing and domestic arriving/departing flights. Monitors flight activity for Port of Seattle gates to ensure a proactive approach to resolve daily gate use conflict. Also be required to assign cargo aircraft parking spaces.
- Conduct tours of the Communication Center, as requested.
- Assists with special projects related to the Communications Center activities, as assigned. Assists in training and orientation of new Operations Controllers and, where appropriate, other airport staff.

Contacts

Most contacts are via telephone and other communication devices, with the traveling public, various Port departments and staff, government agencies, tenants and contractors. Must gather sufficient information to determine the appropriate notification or response.

Knowledge

- Airport topographical, facility and operational detail
- Airport emergency policies and procedures.
- Telephone answering protocol

Skills

- Excellent communication and listening skills
- Computer literacy and keyboarding skills for logs and other documentation, using intranet/internet and Microsoft Office©.
- Excellent customer service and interpersonal skills

Abilities

- Able to learn a variety of communication systems and procedures, recognize situations that requires a response and selects the appropriate response or notification, in emergency, potential emergency, or non-emergency situations.
- Able to communicate with people who may be under stress, drawing sufficient information to accurately assess the situation and contact the appropriate resources.
- Able to attend to a variety of systems and issues concurrently and to determine priorities on an ongoing basis in an environment with moderate to high noise levels. Normally, this knowledge would be acquired through a high school diploma or equivalent, and two years of experience in communications at a large airport, police facility or public service agency. Some college is preferred. Experience at the Sea-Tac airport facility is highly preferred. A variety of specialized training is provided and must be successfully completed in order to be considered fully proficient in the duties of this position. This training includes, but is not limited to:
 - Certification in the Port of Seattle/ Airport Communications Center Satellite Transit System training program, which includes a variety of exercises and drills.
 - The Airport FIMS computer systems for creating and editing information displayed on monitors at common use airline facilities and Flight Information Displays.
 - Everbridge to make emergency notifications to staff, airlines, tenants and others.
 - The Terminal Messaging System, to provide public service announcements and general information about the airport.
 - Tunnel Ventilation System - Satellite Transit System
 - AviNet System- Communications device to the airlines
 - FIDS Display for Ground Transportation Shuttle Operations Job Conditions Performs duties in a restricted area, normally seated at a console.

Job Conditions

The Communications Center normally has subdued lighting and moderate to high levels of noise from radio frequencies, telephones and alarms. Performs duties in a restricted area, normally seated at a console. The work shifts cover the 24-hour, 7-day operations of the facility.

Comments

The above statements are intended to describe the general nature of work being performed by people assigned to this position. They are not to be considered an exhaustive list of duties performed by people so classified. If there are significant changes to the work described above, the Port agrees to bargain with the Union over those changes.

AIRFIELD OPERATIONS SPECIALIST

Purpose

To perform duties on and around the Air Operations Area (AOA) and Airport Movement Areas (AMA), monitoring events and conditions, enforcing Port of Seattle operating rules, ensuring compliance with CFR

Title 14 Part 139, assisting with SMS, and CFR Title 49 Part 1542. Additionally, providing services and customer contacts related to keeping the airfield environment safe and secure for users. Must be part of a team of “Qualified Personal” which all have safety and security as their mission.

Essential functions

This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and duties performed. Essential duties and responsibilities may include, but are not limited to, the following:

- The ability to achieve, and maintain, competency and qualifications to drive a vehicle unescorted on the AOA, and specifically achieve the advanced authorization to drive a vehicle unescorted on the AMA, in all weather conditions.
- Inspects runways, taxiways, aprons/ramps and bagwell within the AOA for compliance with FAR Part 139 criteria of standard markings, lighting, surface conditions, wildlife mitigation, and defects to these criteria.
- Uses approved wildlife mitigation methods and devices to maintain standards of Part 139 to include firearms and pyrotechnic devices, including response to Avian Radar.
- Operates Continuous Friction Measuring Equipment (CFME) during inclement weather to determine the coefficient of friction on Movement Area surfaces.
- Conducts airfield tours or site orientations on request of Airport Operations management.
- Provides support and assistance in the event of an emergency in support of requests of Airport Operations management and the Airport Emergency Plan. Such support may include, but not be limited to:
 - Inspection of Movement Area for compliance with FAR Part 139 standards.
 - Participate in aircraft emergency response during emergency standby, including inspection responsibility in post response environment.
 - Authorized to close portions of the Movement Area for non compliance with FAR Part 139 and other POS safety protocol.
 - Assist in removal of small disabled aircraft from the AOA.
 - Other services related to the execution of the Airport Emergency Plan as assigned by Airport Operations management.
- Inspects airfield perimeter to detect breaches in security perimeter, building perimeter, and airfield access gates. Reports deficiencies to management for mitigation. May be directed to staff/monitor an open perimeter gate or breach until mitigated/resolved.
- Conducts vehicle stops on the AOA in pursuit of enforcement of Airport Rules and Regulations, adherence with Part 139 Ground Vehicle Program, and adherence with Airport Security Plan. Issues violation notices to Rules & Regulations for instances of non-compliance.
- Monitors and maintains constant radio contact with Airport Operations management, FAA Airport Traffic Control Tower (ATCT), Seattle Ramp Tower (SRT), and the Airport Communications Center (ACC).
- Act as an agent for Airport Operations in customer contacts regarding a variety of issues, potential conflicts, on procedures, and use of airfield facilities.
- Maintain logs and reports to detail shift activities, assignments, aircraft inventory, and FAR Part 139 inspections.
- May provide orientations and non-classroom training on airfield procedures and regulations to new employee, customer or other tenant personnel. Training typically includes ground vehicle program, airfield familiarization, radio communication techniques, and other procedures applicable to the AOA.

Knowledge, Skills & Abilities

- Thorough knowledge of Federal Aviation Regulation Part 139, Airport Certification Manual, Rules & Regulations as they apply to conducting activities on a large commercial airfield.
- Thorough knowledge of the airfield environment at Seattle-Tacoma International Airport, including in depth familiarity with airfield facilities, navigational aids, air traffic control procedures, airfield perimeter and airfield surfaces.
- Thorough knowledge of the airport Part 139 Self Inspection Program, and the ability to act as a qualified person in performance of the duties of the Airport Certification Manual. This includes, but is not limited to, qualifications to access the Airport Movement Area via radio contact with ATCT; attendance and successful completion of initial and recurrent training requirements to act as a team member of “Qualified Person” in the airport Part 139 Program; safe and proficient use of firearms and pyrotechnics in support of the Wildlife Hazard Management Program.
- Willingness to use firearms and harassment tactics for wildlife control on the AOA.
- Knowledge of the Airport Security Plan, and how to assist in enforcement and execution of this plan.
- Ability to apply good customer relation skills, and a command of the English language, when in contact with customers, tenants and staff in enforcement situations.
- Ability to pass all required security and background checks, including maintaining a safe driving record both on and off the airport environment.
- Proven ability to communicate with people who may be under stress, drawing sufficient information to accurately assess the situation and contact the appropriate resources. The ability to respond appropriately under stress of real or potential accidents or incidents.
- The physical ability to meet the requirements of the AOS job duties as described in the POS Job Analysis of the position.
- Demonstrated ability to be flexible and adaptable.
- Demonstrated ability to work independently and as part of a team.
- Ability to learn and apply continuously changing airport procedures.
- Ability to learn and understand safety data collection and be a champion of safety.
- Ability to learn to operate equipment related to assigned duties, including radios and telephones.
- Must be proficient in and keep up with ever-changing and emerging technology in aviation and how we operate the airfield that continues to grow in complexities.

Qualifications

Combination of education and experience demonstrative knowledge, skills and abilities equivalent to:

- High School diploma or equivalent;
- AAAE ACE Operations;
- Five (5) years’ experience working for a Hub airport; and
- The ability to obtain a Washington State Concealed Pistol License within the first six months.

Preferred Qualifications

- Associates Degree in Aviation or related field.
- Driver’s License Requirement:
- A valid Washington State Driver’s License, or the ability to obtain one, is required.

Weekly Standard Hours

This is a seven day a week and twenty-four hour a day facility. Normal work schedule will vary. Must be able and willing to work any and all assigned shifts, including weekends. Will be required to work during emergencies.

Performs duties driving a vehicle and on foot on the airfield environment. Is exposed to work in inclement weather, the challenge of operating around moving aircraft and construction equipment, and a high noise

level. The work shifts cover 24/7, 365 days a year for operations of the facility. *Must work in and around injured personal on the airfield as a result of industry accidents or escorting ambulances and providing direction to or from a site.

APPENDIX C

Port of Seattle ~ I L W U 9 Grievance Form

Grieving Party _____ Position _____ Contact Number _____

Supervisor _____

Date filed with the Port of Seattle _____ Received by Port
Representative _____

Date filed with ILWU 9 _____ Received by Union Representative

Other parties receiving the grievance form

This grievance shall not be considered filed until a copy has been delivered by the grieving party to both the Port of Seattle and the ILWU 9.

Date of Occurrence: _____ Type of
Occurrence _____

Location _____ CBA Article(s)
Affected _____

Complete Details including
dates/times/witnesses _____

Attach additional sheets/documents if necessary.

Remedy
Sought _____

CBA Article 8 Grievance Procedure requires that the parties acknowledge that every effort should be made by the employee(s) and the appropriate supervisor to resolve issues prior to initiating grievance procedures.

Resolution
Details/Dates/Names _____

Attach additional sheets/documents if necessary.

Employee Signature / Date

MEMORANDUM OF AGREEMENT

**BY AND BETWEEN
PORT OF SEATTLE
AND
INTERNATIONAL LONGSHORE AND WAREHOUSE WORKERS UNION, LOCAL 9**
Representing the Aviation Operations Bargaining Unit

Overtime Pay for Hours Compensated

This Memorandum of Agreement (MOA) is entered into by and between the International Longshore and Warehouse Workers Union, Local 9 (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

The Parties have met and agree as follows concerning overtime pay:

- 1. Hours paid in excess of the normally scheduled work day, or in excess of the normally scheduled work week on a Port payroll basis, shall be compensated at the overtime rate of one and a half (1.5) times the employee's regular rate of pay through the current (2020-2023) Agreement.

This MOU shall remain in effect through the duration of the collective bargaining agreement, December 31, 2027.

This Memorandum of Agreement is entered into on the _____ day of _____, 2025.

FOR THE UNION:

FOR THE PORT OF SEATTLE

James M. Limric, Jr., President
ILWU, Local 9

Stephen P. Metruck, Executive Director
Port of Seattle



COMMISSION
AGENDA MEMORANDUM

Item No. 8h

ACTION ITEM

Date of Meeting January 28, 2025

DATE: January 17, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Laurel Dunphy, Director, Airport Operations
Eileen Francisco, Director, Aviation Project Management

SUBJECT: North Employee Parking Lot Improvements (#C800957)

Amount of this request: \$6,120,000

Total estimated project cost: \$19,320,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to take all steps necessary to complete the NEPL Improvements project. The amount requested for authorization is \$6,120,000 for a total authorized amount of \$19,320,000.

EXECUTIVE SUMMARY

The NEPL was originally built approximately 25 years ago and serves airline, tenant, TSA, and service provider personnel who work at Seattle-Tacoma International Airport (SEA). These Airport partners consider this lot vital to their operations, which function 24 hours per day, seven days per week. At 25 years old, the lot is experiencing failing infrastructure. This project is intended as a renewal and replacement project for this existing facility. NEPL Improvements includes three phases of work. Phase 1 is complete and included improvements to the bus shelters to support operations and customer service and the replacement of failed electrical feeders. Phase 2 is complete and included the replacement of failing infrastructure (retaining wall, the remainder of the electrical feeders) and way finding signage. Phase 3 is in design and includes pavement restoration, replacement of other failing infrastructure (water main, storm channel drains) and replacement of banner signage at the three shelters. This request supports the completion of Phase 3.

The NEPL operates and is paid for by the users through a cost recovery model. Monthly costs for a user are currently \$87.00 and will increase to \$100.00 on February 1st. The NEPL experiences a high utilization rate, with approximately 85% to 90% of the stalls filled each day.

JUSTIFICATION

This project will support the following Century Agenda goals:

- To advance this region as a leading tourism destination and business gateway by meeting the region’s air transportation needs by delivering vital facilities and infrastructure in a sustainable and cost-effective manner.
- To be the greenest and most energy-efficient port in North America by reducing air pollutants and carbon emissions.

Diversity in Contracting

For Phase 1 the commitment for women and minority business enterprises (WMBE) participation included both a design contract at seven percent, and a construction contract at twenty-eight percent. For Phase 2 the commitment for WMBE participation included both a design contract at ten percent, and a construction contract at twelve percent. For Phase 3 the WMBE commitment for the design contract is ten percent. The project team is working with the Diversity in Contracting Department to determine participation opportunities and will set an appropriate aspirational goal for WMBE participation for the Phase 3 construction contract.

DETAILS

The NEPL provides 4,122 employee parking spaces for Airport tenants, service providers, and airline employees. An average of 11,000 monthly parking permits have been issued for the use of this facility. Airport Operations provides a 24/7 transit connection to the Main Terminal that currently operates on a ten-minute headway. There are three Bus Shelter buildings in NEPL, each approximately 2,000 square-feet in size, that provide a waiting area and restrooms in support of the transit operations.

Scope of Work

The scope of work for this project is being delivered in three phases.

- Phase 1 includes the minor remodel of all three bus shelters, the replacement of failed electrical feeders, and other minor site improvements. This work is complete.
- Phase 2 includes the replacement of a failing rockery retaining wall, the remaining electrical feeders, and the parking lot wayfinding signage. This work is complete.
- Phase 3 includes pavement rehabilitation and the replacement of failing infrastructure (storm drainage channel drains and water main) and replacement of banner signage at the three shelters.

Aviation is evaluating the expansion of electric vehicle charging infrastructure at NEPL. If the expansion of EV charging infrastructure is pursued it will require additional budget and be implemented as a fourth phase.

Schedule

Phase 3 Construction start	2025 Quarter 2
Phase 3 In-use date	2026 Quarter 3

Cost Breakdown	This Request	Total Project
Phase 1 Design	\$0	\$487,000
Phase 1 Construction	\$0	\$1,935,000
Total Phase 1	\$0	\$2,422,000
Phase 2 Design	\$0	\$1,871,000
Phase 2 Construction	\$0	\$7,007,000
Total Phase 2	\$0	\$8,878,000
Phase 3 Design	\$0	\$1,900,000
Phase 3 Construction	\$6,120,000	\$6,120,000
Total Phase 3	\$0	\$8,020,000
Total Project Cost	\$6,120,000	\$19,320,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – No action, only Phase 1 and Phase 2 of the project is completed

Cost Implications: \$11,300,000

Pros:

- (1) Minimize capital investment by the Port.

Cons:

- (1) Failing infrastructure would continue to degrade ultimately resulting in the loss of parking lot operations.
- (2) Costs would increase to maintain the existing failing infrastructure.
- (3) Phase 3 project costs incurred to date would need to be expensed.

This is not the recommended alternative.

Alternative 2 – Move forward with Phase 3 scope.

Cost Implications: \$19,320,000 (Phase 3 portion is \$8,020,000, the balance of \$11,300,000 for Phase 1 & Phase 2 are complete).

Pros:

- (1) Employee parking will utilize upgraded facilities and systems to support their operations and customer service objectives.
- (2) Minimizes costs to maintain the existing failing infrastructure.

Cons:

- (1) Significant capital investment by the Port.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

Cost Estimate/Authorization Summary

	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$6,635,000	\$0	\$6,635,000
Previous changes – net	\$12,612,000	\$73,000	\$12,685,000
Current change	\$0	\$0	\$0
Revised estimate	\$19,247,000	\$73,000	\$19,320,000
AUTHORIZATION			
Previous authorizations	\$13,127,000	\$73,000	\$13,200,000
Current request for authorization	\$6,120,000	0	\$6,120,000
Total authorizations, including this request	\$19,247,000	\$73,000	\$19,320,000
Remaining amount to be authorized	\$0	\$0	\$0

Annual Budget Status and Source of Funds

This project, CIP C800957, was included in the 2025-2029 capital budget and plan of finance with a total budget of \$19,247,000. The funding sources would be the airport development fund and revenue bonds.

Financial Analysis and Summary

Project cost for analysis	\$8,020,000 (Phase 3 costs)
Business Unit (BU)	Employee Parking
Effect on business performance (NOI after depreciation)	If the cost recover model is followed, this project will add \$5.00 to each parking card when the new assets are placed into service in 2027.
IRR/NPV (if relevant)	N/A
CPE Impact	N/A

Future Revenues and Expenses (Total cost of ownership)

The project will reduce long-term operating and maintenance costs for the facility by replacing failing infrastructure.

ATTACHMENTS TO THIS REQUEST

- (1) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

January 24, 2023 – The Commission authorized the construction of Phase 2 and the design of Phase 3.

January 25, 2022 - The Commission authorized additional funds for the design and construction of Phase 1, and additional funds for the design of Phase 2 in support of replacing failed and failing electrical infrastructure.

June 8, 2021 – The Commission authorized 1) additional funds for the design and construction of Phase 1, 2) completion of design and the utilization of Port crews and a small works contract to complete early pavement work, and 3) additional funds for the design of Phase 2.

October 9, 2018 – The Commission authorized design and construction of Phase 1.

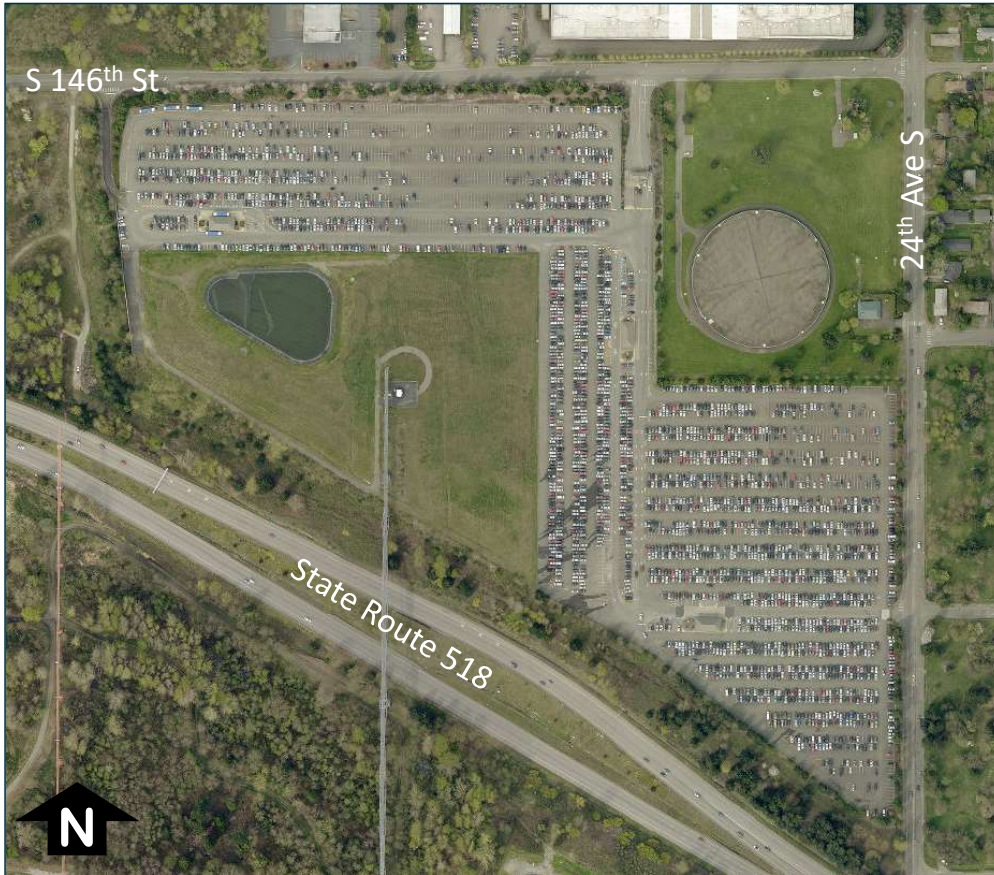
Item No.	8h_supp
Date of Meeting	January 28, 2025

North Employee Parking Lot Improvements

Construction Authorization
for Phase 3



Project Location



North Employee Parking Lot (NEPL)

- Parking for airport employees
- 4,122 parking stalls
- 11,000 average parking permits

Project Purpose

Purpose:

Extend the life of the North Employee Parking Lot and improve customer service and operational support.

Scope:

- Phase 1: Bus Shelter renovation and limited site features (Complete)
- Phase 2: Renewal of failing infrastructure (retaining wall, electrical feeders) and way finding signage (Complete)
- Phase 3: Renewal of pavement and underlying failing infrastructure (watermain, storm channel drains), and banner signage at shelters
- Evaluation of electric vehicle charging infrastructure expansion

Project Scope (Phase 3)

Renewal of:

- Failing pavement
- Failing infrastructure (watermain, storm channel drains)
- Banner signage at shelters



Project Budget and Schedule (Phase 3)

Current Budget \$19,320,000

- Phase 1 \$2,422,000
- Phase 2 \$8,878,000
- Phase 3 \$8,020,000

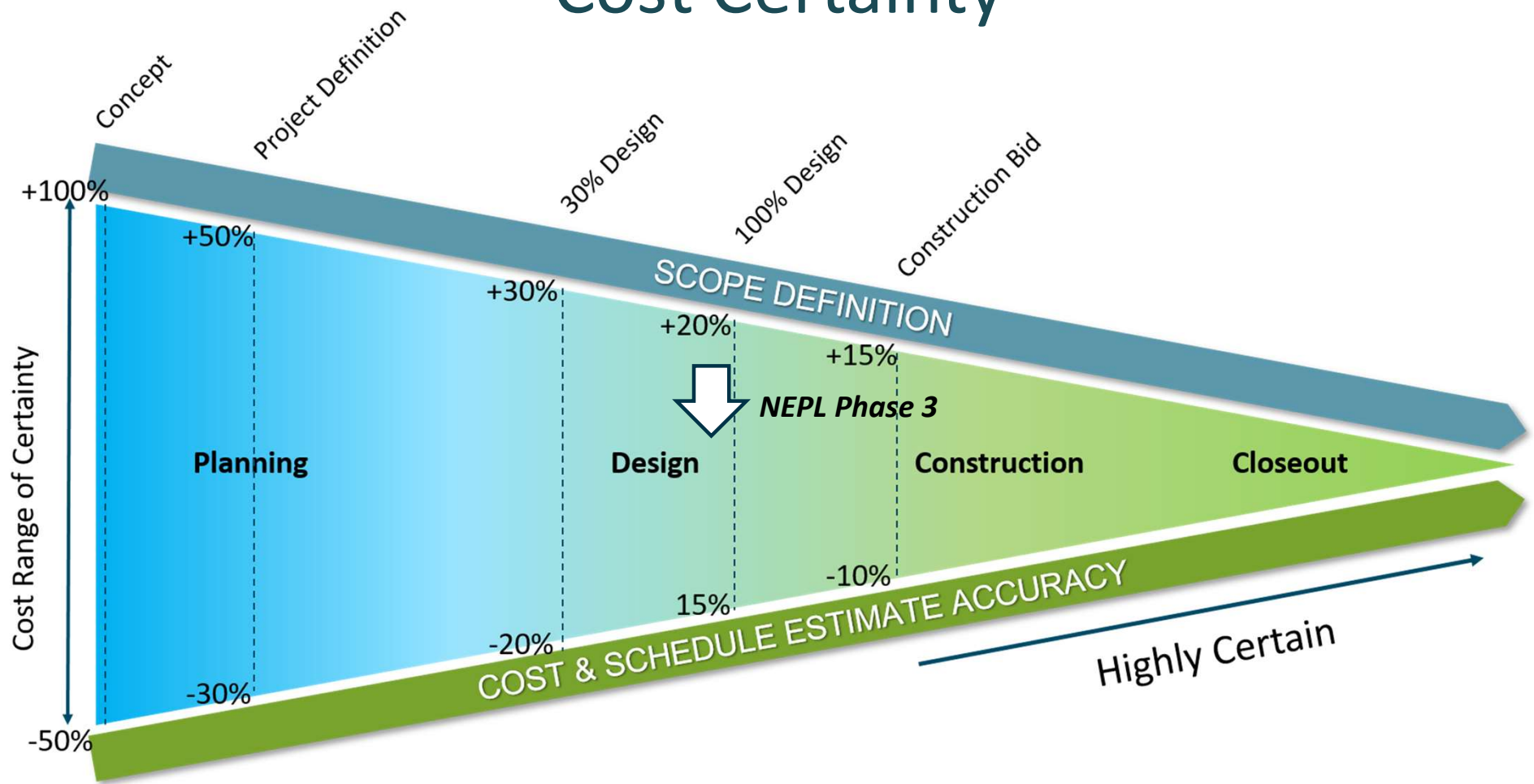
Phase 3 Schedule Milestones:

- Construction Start: Q2 2025
- In-Use Date: Q3 2026

Work will occur during 2026 FIFA World Cup (no passenger impacts)

Phases 1 and 2 are complete

Cost Certainty



Questions?



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8i

ACTION ITEM

Date of Meeting January 28, 2025

DATE : January 21, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Aaron Pritchard, Commission Chief of Staff
Pete Ramels, General Counsel
Jessica Nadelman, Senior Counsel
Michelle M. Hart, Commission Clerk

SUBJECT: Package of Amendments for the Commission Code of Ethics and Corresponding Amendment to the Governance Committee Charter Scope of Work

Amount of this request: n/a

Total estimated project cost: n/a

ACTION REQUESTED

Request Commission adoption of Resolution No. 3833, a resolution of the Port of Seattle Commission establishing a revised Code of Ethics for Port Commissioners and repealing Resolution No. 3681, as amended; and making a corresponding amendment to the Commission’s Governance Committee charter scope of work to include jurisdictional review of written complaints alleging behavioral standards violations of Commissioners when such complaints are unaccompanied by a formal ethics complaint filing.

EXECUTIVE SUMMARY

Resolution No. 3833 proposes to repeal previously adopted Resolution No. 3681, as amended, which established a revised Commission Code of Ethics for Port Commissioners in 2013. Resolution No. 3833 and its Exhibit A (the code of ethics policy directive) aligns the Port Commission’s Code of Ethics more fully with statutory provisions, including for interest in contracts and conflicts of interest; provides definition, organization, and structure to the code; provides for advisory opinions to be issued by the Board of Ethics; provides for a standard of conduct based on respectful interactions of Commissioners and provides a formal process to review complaints related to alleged violations of Commission behavioral standards and the Port’s Statement of Values; creates a new section addressing remote contracting interests during service on non-profit boards and duty of loyalty to the Port; and provides transparency and predictability in the code complaint process.

Meeting Date: January 28, 2025

If adopted, a corresponding amendment to the Commission’s Governance Committee Charter is needed to reflect the committee’s jurisdiction granted under the code of ethics to review written alleged violations of Commission behavioral standards when such complaints are unaccompanied by a formal ethics complaint filing to the board of ethics or the office of workplace responsibility.

JUSTIFICATION

The Commission’s Code of Ethics has not been reviewed or amended since 2013. The Commission has expressed its position to incorporate respectful interactions and adherence to the Port’s Statement of Values in its ethical behavioral standards. The resolution, in part, accomplishes the codification of these standards and provides a mechanism to address allegations of violations of these standards, whether the question is before the Board of Ethics, or the Commission’s Governance Committee.

Review of the code further identified the need for better alignment of the Code’s provisions to state statute; general document clean-up; and the need for additional structure and timelines to provide clear guidance for people involved in the complaint process.

Exhibit A, the amended code proposed, has been thoroughly reviewed and has received input from the Port’s legal team; Commission’s counsel, the Board of Ethics, and the Commission’s Governance Committee. The Board of Ethics and the Governance Committee have both recommended the proposal be forwarded to the Commission for its consideration of adoption.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

The Commission could choose to (1) adopt the proposed amendments as presented; (2) amend the proposed amendments presented; or (3) reject the proposals to amend the Commission Code of Ethics and corresponding amendment to the Commission’s Governance Committee charter, leaving the code as adopted in 2013.

FINANCIAL IMPLICATIONS

None.

ADDITIONAL BACKGROUND

Sectional Analysis of Changes:

- Sections 1 and 2: General Requirements – aligned with RCW 42.52; added reference to applicable port employee policies; removed duplicative sections; and reflects ethics standards provisions adopted into the Commission’s Bylaws and Rules of Procedure in 2024.
- Section 2: Conflicts of Interest – aligned with RCW 42.52; removed references to appearance of impropriety violations because the listed examples were duplicative of other sections; changed title of “Financial Interest Prohibited” to “Activities Incompatible

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with Public Duties” to align with state law and incorporate wider potential application i.e. service on non-profit boards.

- Section 3: Interests in Contracts – aligned with state law (contracting violations can be from direct or indirect interests; updated exceptions to align with state law and include consistent references to immediate family; updated exceptions consistent with RCW 42.23 (language and \$3K statutory amount)).
- Section 4: Statement of Financial Affairs – simplified provision to align with Public Disclosure Commission requirements.
- Section 5: Acceptance of Gifts – clarified rules regarding the acceptance of gifts on behalf of the Port; added exceptions consistent with state law, including adding an exception for food and beverages.
- Section 6: Former Port Commissioners – added language regarding maintaining confidentiality; and general section clean-up including timelines associated with provisions.
- Section 7: Participation on Non-Profit Boards – created a new section addressing service on non-profit boards, with service creating a remote interest in contracts. The provision states that Commissioners do not violate the code when approving membership fees for non-profits upon which board the commissioner serves during the port budget approval process. In approving the budget, commissioners shall not advocate for adjustment to proposed fee amount or membership status for non-profits upon which board the commissioner serves. Commissioners may express support of policy positions of a non-profit organization upon which the commissioner serves except when the commission is considering or approving a contract with the non-profit in which the commissioner has a remote interest. This section aligns with statutory provisions.
- Section 8: Board of Ethics – aligned with current Board of Ethics (‘board’) practices; added language to define the board as investigative agency to allow potential use of Public Records Act exemption 42.56.240(2) for complainants to provide confidentiality when applicable; provided clarity around submission of complaints to the board (filed by non-employees) or to the Port’s Office of Workplace Responsibility (filed by employees); provides for notice to parties at the point of complaint intake and throughout the complaint process; clarifies the screening process to be completed by the board with assistance of an outside investigator when necessary; specifies timelines to complete the complaint screening process; timelines to complete investigations; specifies complaint deliberation processes in-line with Open Public Meeting Act requirements; addresses corrective action determinations; specifies provisions for the board of ethics to issue advisory opinions with protections for reliance on these determinations; and if an ethics complaint is dismissed by the board and its investigation indicates potential violations of the behavioral standards referenced in Section 9 of the Code, the Board shall refer the matter to the Governance Committee for further review.
- Section 9: Violations of Commission Bylaws and Rules of Procedure Behavior Commitments – sends written complaints of alleged Commission behavioral standards and port statement of values violations to the Governance Committee (when such

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allegations are unaccompanied by a formal ethics complaint filing or has been forwarded by the ethics board).

- Section 10 – Definitions – removed definitions where duplicative of state law; added definitions of admonishment, censure, and reprimand based on judicial code definitions.

ATTACHMENTS TO THIS REQUEST

- (1) Draft Resolution No. 3833 with Exhibit A (Revised Ethics Code)
- (2) Redline of Draft Resolution No. 3833
- (3) Governance Committee Charter Amendment
- (4) Board of Ethics' Correspondence
- (5) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

January 14, 2025 – Introduction of Resolution No. 3833

December 30 – January, 2025 – Commissioner Briefings

November 21, 2024 – Governance Committee Briefing

November 11, 2024 – Board of Ethics Briefing

Item Number:	<u>8i reso</u>
Meeting Date:	<u>January 28, 2025</u>

**PORT OF SEATTLE
RESOLUTION NO. 3833**

A RESOLUTION of the Port of Seattle Commission establishing a revised Code of Ethics for Port Commissioners and repealing Resolution No. 3681, as amended; and making a corresponding amendment to the Commission’s Governance Committee charter scope of work to include jurisdictional review of written complaints alleging behavioral standards violations of Commissioners when such complaints are unaccompanied by a formal ethics complaint filing.

WHEREAS, the voters of King County authorized and approved the formation of a port district coterminous with King County to be known as the Port of Seattle in a special election on September 5, 1911; and

WHEREAS, the Port of Seattle Commission is the legally constituted governing body of the Port of Seattle; and

WHEREAS, high moral and ethical standards among public officials are essential to good government; and

WHEREAS, a strong and clear code of ethics for Port Commissioners promotes and strengthens the faith and confidence of the people of King County in their elected Port Commissioners, and assists the Commissioners in the performance of their public duties; and

WHEREAS, the Port Commission believes its Commissioners should be held to the highest moral and ethical standards and strongly supports organizational policies and procedures that maintain the public's trust and confidence and ensure fair dealings in all Port transactions; and

WHEREAS, in 2023, the Port Commission amended its Bylaws and Rules of Procedure to adopt its commitment to upholding and conducting respectful interactions and fostering a safe and healthy work environment for all through this commitment; mandated reoccurring ethics training for Commissioners; and gave the Board of Ethics the jurisdiction to review potential violations of the Commission’s standards of conduct; and

WHEREAS, the Port Commission last updated its ethics code through adoption of Resolution No. 3681, as amended, in May 2013; and

Resolution No. 3833, Revised Commission Code of Ethics

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EXHIBIT A to Resolution No. 3833

EXHIBIT A

PORT OF SEATTLE COMMISSION CODE OF ETHICS

SCOPE AND APPLICABILITY

Port of Seattle commissioners (“commissioners”) are elected officials charged with public trust. Commissioners are expected to uphold this trust by exhibiting appropriate and ethical behavior and avoiding conflicts of interest. This code of ethics (“Code”) establishes ethics standards and provides for enforcement of these standards. This Code is authorized and governed by Chapters 42.23 and 53.08 RCW and modelled after applicable sections of Chapters 42.52 RCW.

Commissioner behavior is additionally governed by the standards established in the Port of Seattle Commission Bylaws and Rules of Procedure; the Port of Seattle Statement of Values; the Commission Oath of Office; the Commission Transparency Pledge; applicable laws; and through a commitment to respectful interactions.

Section 1. General Requirements.

- A. Consistent with the commission bylaws, within ninety days of each term commissioners will attend ethics training regarding applicable state, port, and Code standards.
- B. A commissioner shall abide by the port’s policies of anti-harassment, equal opportunity, violence in the workplace, and anti-retaliation. These policies are referred to as “workplace misconduct” throughout this Code.
- C. A commissioner shall not use the position to secure special privileges or exemptions for themselves, members of their family, or others.
- D. A commissioner shall not employ or use any person, money, or property under the commissioner’s official control or direction, or in the commissioner’s official custody, for the

private benefit or gain of the commissioner, their family, an employee, or another, except as to occasional use of port resources, of de minimis cost and value, that does not result in interference with the proper performance of duties, and is consistent with the port's information systems and service acceptable use policy when applicable.

- E. A commissioner shall not disclose confidential information gained because of the commissioner's position, nor may the port commissioner otherwise use such information for personal or family gain or benefit.
- F. A commissioner shall not accept employment or engage in business or professional activities that the commissioner might reasonably expect would require or induce the commissioner by reason of their position to use or disclose confidential information acquired because of the commissioner's position.

Section 2. Conflicts of Interest.

A. Outside Employment.

Given that commissioners are elected to a part-time position, it is understood that they are likely to have outside employment. At times, such employment may give rise to potential conflicts of interest. In such situations, the commissioner must disclose the potential conflict prior to any involvement and seek advice from the commission's legal counsel on whether a conflict exists and on how best, if appropriate, to recuse him or herself from port activities involving the issue.

B. Activities Incompatible with Public Duties.

Except as described herein, no commissioner may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity or incur an obligation of any nature that is in conflict with the proper discharge of the commissioner's official duties.

C. Improper Compensation.

No commissioner may, directly or indirectly, ask for, give, receive, or agree to receive any compensation, gift, reward, or gratuity from a source for performing, omitting, or deferring the performance of any official duty unless otherwise authorized by law.

Section 3. Interest in Contracts.

A. Interests Prohibited.

No commissioner or their immediate family (spouse, dependents) shall be beneficially interested, directly or indirectly, in any contract which may be made by, through, or under the supervision of the commission, or which may be made for the benefit of the port; or accept, directly or indirectly, any compensation, gratuity, or reward in connection with the awarding of such contract from any person beneficially interested therein.

B. Exceptions.

The prohibition in Section 3A shall not apply to:

1. the furnishing of electrical, water or other utility services by the port, at the same rates and on the same terms as are available to the public generally;
2. the designation of public depositories for port funds;
3. the publication of legal notices required by law to be published upon competitive bidding or at rates not higher than prescribed by law for members of the general public;
4. the letting of any other contract in which the amount received under the contract by the commissioner, their immediate family or the commissioner or their immediate family's business does not exceed three thousand dollars (\$3,000.00) in any calendar month; or
5. the leasing of port property to a commissioner or to a contracting party in which a commissioner or their immediate family has a financial or beneficial interest, if in

addition to all other legal requirements, a board of three disinterested appraisers and the superior court in the county where the property is situated finds that all the terms and conditions of such lease are fair to the port and are in the public interest.

The appraisers must be appointed from members of the American Institute of Real Estate Appraisers by the presiding judge of the superior court.

C. Limitation on Voting.

A commissioner may not participate in consideration or vote on the authorization, approval, or ratification of a contract in which the commissioner or their immediate family is beneficially interested even though one of the exemptions under Section 3B above allows the awarding of such a contract. The interest of the commissioner must be disclosed to the commission and noted in the official minutes before the formation of the contract and the commissioner shall follow the procedures for limitations on voting in the Commission Bylaws and Rules of Procedure.

D. Remote Interest.

A commissioner is not interested in a contract, for purposes of Section 3A above, if the commissioner has only a remote interest in the contract and the extent of the interest is disclosed to the commission and noted in the official minutes of the commission prior to the formation of the contract, and the commission approves the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote of the commissioner having the remote interest; provided, that Section 3D is not applicable to any commissioner interested in a contract, even if the commissioner's interest is only remote, if the commissioner influences or attempts to influence any other commissioner or port employee to enter into the contract. For purposes of Section 3D, a port commissioner has a remote interest when the port commissioner:

1. is a non-salaried officer or board member of a nonprofit corporation;
2. is an employee or agent of a contracting party where the compensation of such

employee or agent consists entirely of fixed wages or salary;

3. is a landlord or tenant of an entity contracting with the port; and
4. is a holder of less than one percent of the shares, or interest, in a business entity contracting with the port.

E. Improper Contract Void.

Any contract made in violation of the provisions of Section 3 is void and the performance thereof, in full or in part, by a contracting party shall not be the basis of any claim against the port. Any port commissioner violating the provisions of Section 3 is liable to the port for a penalty in the amount of five hundred dollars (\$500.00), in addition to such other civil or criminal liability or penalty as may otherwise be imposed upon the port commissioner by law.

Section 4. Statement of Financial Affairs.

Each commissioner shall file with the Washington State Public Disclosure Commission a copy of a Statement of Financial Affairs prepared in satisfaction of the requirements of RCW42.17A.235 and RCW 42.17A.240, which shall be available for public inspection upon written request.

Section 5. Acceptance of Gifts.

A. Gifts Prohibited.

Except as permitted below, a port commissioner may not receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action or judgment of the commissioner, or be considered as part of a reward for action or inaction.

B. Acceptance of Gifts on Behalf of Port of Seattle.

A commissioner may accept a gift of personal property of any value for and on behalf of the port. Any gift so accepted shall become the property of the port and not of the

commissioner. A commissioner shall report the acceptance of any gift under this section to the port's general counsel within thirty (30) days of receipt.

C. Prohibition on Gifts to Commissioners.

A commissioner may not accept gifts, other than those specified in Section 5E, with an aggregate value in excess of fifty dollars (\$50.00) from a single source in a calendar year or a single gift from multiple sources with a value in excess of fifty dollars (\$50.00). For purpose of this section, "single source" means any person, whether acting directly or through any agent or other intermediary, and "single gift" includes any event, item or group of items used in conjunction with each other or any trip including transportation, lodging, and attendant costs, not excluded from the definition of gift in Section 5D. The value of gifts given to a commissioner's family or guest shall be attributed to the commissioner for the purpose of determining whether the limit has been exceeded, unless an independent business, family, or social relationship exists between the donor and the family or guest.

D. Items Not Considered Gifts.

The following items are excluded from the definition of gift and may be accepted by a commissioner or member of his/her family without constituting a violation of the Code:

1. Items from family or friends where it is clear beyond a reasonable doubt that the item was not given as part of any design to gain or maintain influence in the port;
2. Items related to the outside business of the commissioner that are customary and not related to the commissioner's performance of official duties;
3. Items exchanged among commissioners, or among commissioners and port employees, or a social event hosted or sponsored by a commissioner or port employee for co-workers;
4. Payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance, or trade mission made in the port commissioner's official capacity. As used in this Section

"reasonable expenses" are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;

5. Items a commissioner is authorized by law to accept, including, but not limited to, items accepted in accordance with RCW 53.36.120-150 (promotional hosting) or RCW 53.08.110 (gifts to port);
6. Payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide governmental or nonprofit professional, educational, trade or charitable association or institution. As used in this Section "reasonable expenses" are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;
7. Items returned by the commissioner to the donor within thirty (30) days of receipt or donated to a charitable organization within thirty (30) days of receipt;
8. Campaign contributions reported under chapter 42.17A RCW;
9. Discounts available to a commissioner as a member of an employee group, occupation, or similar broad-based group;
10. Awards, prizes, scholarships, or other items provided in recognition of academic or scientific achievement;
11. Items paid for directly by a commissioner.

E. Exceptions.

The following gifts are presumed not to influence a commissioner and may be accepted without regard to the fifty-dollar (\$50.00) limit established above, without constituting a violation of the Code:

1. Unsolicited flowers, plants, and floral arrangements;
2. Unsolicited advertising or promotional items of nominal value, such as pens and

note pads;

3. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento or similar item.
 4. Unsolicited items received by a commissioner for the purpose of evaluation or review, if the port commissioner has no financial or beneficial interest in the eventual use or acquisition of the item by the port;
 5. Informational material, publications, or subscriptions related to the recipient's performance of official duties;
 6. Food and beverages consumed at hosted receptions where attendance is related to the commissioner's official duties;
 7. Admission to, and the costs of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization;
 8. Unsolicited gifts from dignitaries from another state or a foreign country and intended to be personal in nature; and
 9. Food and beverages on infrequent occasions in the ordinary course of meals where attendance by the commissioner is related to the performance of official duties.
- Provided that where the gift in the form of food or beverage exceeds fifty dollars (\$50.00) on a single occasion, it shall be reported as required in chapter 42.17A RCW.

F. Rebuttable Presumption.

The presumption that acceptance of the gifts listed in section 5E do not influence a commissioner is rebuttable and after review by the board of ethics may be overcome based on the circumstances surrounding the giving and acceptance of the gift.

Section 6. Former Port Commissioners.

Former commissioners engaging in transactions with the port shall do so consistent with the standards of ethical conduct and in accordance with the relevant portions of this Code.

A. **Special Consideration Prohibited.**

A former commissioner shall not request or otherwise seek special consideration, treatment, or advantage from port staff or commissioners.

B. **Appearances Before Commission.**

For one (1) year after termination of port commission service, a former commissioner may not appear before the port commission on behalf of another individual or entity, whether or not for compensation of any kind, in relation to any case, proceeding, application, or matter in which such former commissioner participated during port commission service: *Provided*, that if after public discussion and a finding by the commission that the public or the port's interests would be better served, the commission may waive this provision if so requested by a former commissioner.

C. **Participation in Contracts with Port of Seattle.**

For one (1) year after termination of port commission service, a former commissioner may not have a direct or indirect beneficial interest in any contract or grant that was made by, authorized, or funded by port commission action in which the former commissioner participated during the period of port commission service.

D. **Participation in Competitive Selection Process.**

For one (1) year after termination of port commission service, a former commissioner may not participate as a competitor in any competitive selection process for a port contract in which the former commissioner participated in any way while serving on the port commission.

E. Disclosure Requirements.

For one (1) year after termination of port commission service, a former commissioner must disclose past port commission service before participating in any port action. The disclosure shall be made in writing to the commission clerk who will notify the commission.

F. Use of Confidential Information.

A former commissioner shall not, for personal or family benefit, use or disclose confidential information gained by reason of the former commissioner's position.

G. Employment.

No former commissioner may accept an offer of employment or receive compensation from an employer if the former commissioner knows or has reason to believe that the offer of employment or compensation was intended, in whole or in part, directly or indirectly, to influence the former commissioner or as compensation or reward for the performance or nonperformance of a duty by the former commissioner during the course of port commission service.

H. Employer Defined.

As used in this Section, "employer" means any individual, partnership, association, corporation, firm, institution, or other entity, whether or not operated for profit, or any other entity or business that an individual owns or in which the individual has a controlling interest.

Section 7. Participation on Non-Profit Boards.

A. Service Encouraged.

Commissioners are encouraged to serve on non-profit boards.

B. Limitations.

Commissioners shall adhere to the service limitations set forth in the commission bylaws.

C. Contracts.

A commissioner serving on a non-profit board has a remote interest in contracts between the Port and the non-profit upon which board the commissioner serves. When such contracts come before the commission, the commissioner serving on the non-profit board must follow the remote interest provisions referenced in section 3D of this Code.

D. Duty of Loyalty.

Commissioners do not violate this code when approving membership fees for non-profits upon which board the commissioner serves during the port budget approval process. In approving the budget, commissioners shall not advocate for adjustment to proposed fee amount or membership status for non-profits upon which board the commissioner serves. Commissioners may express support of policy positions of a non-profit organization upon which the commissioner serves except when the commission is considering or approving a contract with the non-profit in which the commissioner has a remote interest.

Section 8. Board of Ethics.

A. Formation and Purpose.

The commission shall appoint a Board of Ethics ("Board") to ensure proper and consistent implementation of this Code. The Board is an investigative agency charged with intake, screening, and investigation of complaints, and providing recommendations for corrective action to the commission for consideration. In performing its duties, the Board and its members shall uphold port values and follow the principles contained in this code. It is the intention of the port to encourage reporting of ethics violations to the Board by protecting complainant confidentiality to the extent permitted by this Code and the law. ___The commission's chief of staff; the commission's legal counsel, and the port's general counsel shall serve as resources, as needed, to carry out tasks on behalf of the Board to assist with

the process provided for in this Code. The port shall provide sufficient investigative and administrative support to enable the Board to reasonably carry out its duties hereunder.

B. Complaints, Intake and Notice.

1. Filing of Complaints. Any person, including without limitation commissioners, port employees, and members of the public, may submit a written complaint alleging a violation of the Code to the Board through a form established by the commission clerk's office, specifying one or more alleged violations by a commissioner of this Code. Every complaint must include the complainant's correct name, an email address, or address at which mail can be delivered to the complainant and a daytime telephone number. Anyone submitting a complaint may be asked for additional information about the complaint by the Board and shall cooperate with the Board in providing pertinent information. Complainants may request confidentiality at the time they submit a complaint. Except when a public hearing or meeting occurs, to the extent permitted by law, the Board shall maintain requested confidentiality relating to a complaint or the substance of any investigation until the Board completes its review of the complaint and provides its report to the commission.

In the alternative, employees may submit written, telephonic or in-person complaints directly to the human resources director or designee and/or the office of workplace responsibility. The human resources director or designee and/or the office of workplace responsibility will immediately inform port general counsel who shall inform the Board that a complaint was received.

2. Intake Process. For complaints submitted by port employees, whether to the Board or directly to the human resources director or designee and/or the office of workplace responsibility, the port's office of workplace responsibility shall complete an intake process consistent with employee complaint procedures and

provide a memo with sufficient detail to allow the Board to make a screening determination to port general counsel for transmission to the Board. For complaints submitted by non-employees, the Board will complete the intake. The Board may request that port general counsel engage an outside investigator to assist in intake and provide a memo to the Board with sufficient detail to allow the Board to make a screening determination.

3. Dismissal. Complaints, such as those comprised of bare allegations or speculation, that cannot be substantiated sufficiently to allow for a screening determination through the intake process conducted by the Board or by the human resources director or designee and/or the office of workplace responsibility, shall be dismissed by the Board.
4. Notice of Complaint Received. The Board, when it receives a complaint directly or after notice from human resources or workplace responsibility, shall inform the respondent commissioner, commission president or vice president where the president is the subject of the complaint, commission chief of staff, the commission's legal counsel, and the port's general counsel that a complaint has been filed.
5. Summary Created. The entity responsible for intake will create a written summary of the concerns raised, including the general nature of the conduct, approximate dates of the conduct, and which Code provisions are potentially violated. For complaints submitted to the Board, the Board chair will create the summary. For complaints submitted to human resources, the assigned workplace responsibility investigator will create the summary. The summary shall be provided by the Board or office of workplace responsibility to the commission chief of staff who will provide the summary to the respondent commissioner, with the identities of the complainant and witnesses redacted.

C. Screening.

1. Use of Investigator. The Board may request that port general counsel engage an outside investigator to assist in screening determinations.
2. Standard of Sufficiency. The Board or the outside investigator shall determine (1) if the allegations of violation, if true, would constitute a violation of the code; and (2) if the allegations were made within three years of the alleged violation unless the violation was concealed by the respondent commissioner in which case the complaint must be filed within three years of discovery of the violation. However, the complaint will not be considered timely if the commissioner is no longer in office and will be dismissed.
3. Review Timeline. The Board shall conduct its initial review and screening of complaints received within thirty (30)-calendar days of the completion of the intake process and shall determine if the standard of sufficiency has been satisfied. If it has been satisfied, the complaint will be investigated. All screening determinations are final, and no appeal is permitted.
4. Notification of Screening Outcome. Within five (5) business days of making its determination, the Board shall notify the respondent commissioner, commission president or vice president where the president is the subject of the complaint, commission chief of staff, commission legal counsel, port general counsel, and the complainant of its screening determination. Complaints not meeting the screening standard will be dismissed and not investigated under this Code.
5. Notice to Commission. Within one (1) business day of notification under Section 8C(4), notice of a complaint screened for further investigation shall be provided to the entire commission;

6. Legal Defense Costs. After a matter is screened for investigation, the port will pay a respondent commissioner's legal defense costs if action is arising out of the performance or failure of performance of the commissioner's duties.

D. Investigation and Recommendation Process.

1. Investigation and Recommendation. The Board will delegate the performance of the investigation for all screened complaints to an appropriate individual or firm. Port general counsel will engage the individual or firm that will serve as the investigator.

The delegated investigator shall conduct its investigation within sixty (60) days of delegation unless the investigator determines that additional time is needed based on complexity, the number of witnesses, witness availability, or other factors. The Board and respondent commissioner shall be updated by the investigator regarding any necessary time extensions.

The respondent commissioner will be provided an opportunity to respond to the allegations including submission of a statement of position, evidence, and witness statements. The delegated investigator may request that individuals or firms provide information, including any form of recorded information. The delegated investigator may require that commissioners answer questions and provide information, including any form of recorded information. The delegated investigator shall report to the Board its factual findings and conclusions about whether a violation of the Code occurred. If the investigator concludes that the Code has been violated, the investigator shall include reference to violations of other commission standards such as the statement of values and commitment to respectful interactions, if applicable. In addition, the delegated investigator shall make recommendations about necessary corrective action if requested by the Board.

2. Board Executive Session. All Board deliberations may occur in executive session unless the respondent commissioner requests a public meeting or public hearing. If the respondent commissioner requests a public meeting or hearing, the Board will immediately notify the complainant.

3. Board Findings. Following an investigation, the Board shall make findings and conclusions about whether the commissioner's conduct violated the Code. The Board may adopt investigator's findings and conclusions or may make its own findings and conclusions. The Board may request that individuals, including the respondent commissioner, or firms, provide information, including any form of recorded information. If the Board concludes that the Code has been violated, the Board shall include reference to violations of other commission standards such as the statement of values and commitment to respectful interactions where applicable. If the Board concludes that the Code has not been violated, it shall dismiss the complaint. If the investigation indicates potential violations of the behavioral standards referenced in Section 9, upon dismissal, the Board shall refer the matter to the Governance Committee for further proceedings under that section. The Board shall notify the respondent commissioner, commission president or vice president where the president is the subject of the complaint, commission chief of staff, commission legal counsel, port general counsel, and the complainant of its no-violation finding, dismissal, and, when applicable, referral to the Governance Committee.

4. Corrective Actions. Where the Board concludes that the commissioner's conduct violated the Code, it shall recommend corrective action.

Corrective action recommendations may include without limitation, an admonishment, reprimand, or censure, a recusal of a commissioner from voting on certain topics, forfeiture of position as officer of the commission in a manner

consistent with the commission bylaws and rules of procedure, a referral of the matter to appropriate law enforcement authorities, workplace safety measures and training to address workplace misconduct allegations, and other action necessary to obtain compliance with the Code and restore public confidence in the proper functioning of the commission. The Board shall report in writing its findings, conclusions, and if necessary recommended corrective action, to the commission.

In making its recommendation regarding corrective action, the Board shall take into account whether the violation substantially and improperly influenced the port commission's or the Port of Seattle's actions, the cost of the violation to the Port of Seattle, the nature of the violation, and any other pertinent factors, including mitigating factors. The Board's findings, conclusions, and recommendations shall be provided to the commission within forty-five (45) days of receipt of the investigator's report unless additional time is necessary due to complexity or scheduling conflicts. The Board shall inform the commission of any extension of time.

5. Quorum. If a quorum or more of commissioners are the subjects of a complaint before the Board, the Board's findings, conclusions, and corrective action will be final. Upon request of any commissioner, the Board may hold a public meeting or public hearing before issuing its decision.

E. Action by the Commission.

1. Executive Session. Unless the respondent commissioner requests a public meeting or public hearing, the commission shall consider the findings, conclusions, and any recommendations of the Board in executive session of the commission. If the respondent commissioner requests a public meeting or public hearing, the commission will immediately notify the complainant.
2. Deliberations. The respondent commissioner will be provided an opportunity to

respond to the Board's findings and recommendations with a written or spoken statement and to, if requested, respond to questions from commissioners. These steps may occur in executive session unless the respondent commissioner requests a public meeting or public hearing. Commissioners who are the subject of a complaint shall not otherwise participate in the complaint review or decision-making process.

3. Final Decision. The commission may choose to accept in full or in part, or reject in full or in part, the recommendations of the Board, or may make its own recommendations. Action to accept or reject the recommendations shall be made in an open public meeting. The commission's final decision will be issued through a commission order.

F. Advisory Opinions.

1. An advisory opinion is an interpretation of this Code as it applies to a set of facts provided in writing to the Board. The purpose of an advisory opinion is to provide guidance before officials engage in an action that may be prohibited.
2. Before a formal advisory opinion is issued by the Board, the proposed opinion shall be reviewed by the port general counsel and/or designee within ten (10) business days of receipt unless additional time is necessary.
3. A commissioner may request an advisory opinion regarding application of the Code to a particular set of facts or circumstances related to the commissioner submitting the request.
4. The requesting commissioner's conduct does not violate the code if: 1) a written request for an advisory opinion describes possible future conduct and accurately and fully discloses the material facts related to that conduct; 2) the Board issues a written advisory opinion that the described conduct would not violate the code;

and 3) the commissioner, in reasonable reliance on the advisory opinion, acts in a manner consistent with that advisory opinion.

5. A commissioner or the commission chief of staff may request an advisory opinion regarding general application of the Code that does not concern the actions of commissioners not making the request.

G. Composition. Terms. Vacancies.

The Board shall be composed of three (3) members ("Board Members"). Each Board Member shall be selected by majority vote of the commission in open session. None of the Board Members shall be a commissioner or port employee. The term of office for each Board Member shall be three (3) years. The Board shall elect a chairperson annually. Vacancies on the Board, whether occurring by death, resignation, removal, or expiration of term, shall be filled by the port commission by majority vote in open session. In filling any vacancy or making any appointment to the Board, the port commission shall strive to select members with diverse perspectives and areas of expertise and experience appropriate to the review of ethical matters, and who are of good general reputation and character.

H. Quorum. Meetings. Procedures.

Two Board Members shall constitute a quorum. The Board may adopt procedures consistent with the provisions of this Code governing the conduct of meetings investigations, hearings and the issuance of opinions, reports, and corrective action.

I. Removal of Board Member.

A Board Member may be removed for just cause by a majority vote of the port commission.

J. Reimbursement and Per Diem.

Board Members shall be reimbursed by the port for pre-approved and reasonable expenses incurred in the exercise of official Board business and shall be paid a per diem equal to the per diem paid to commissioners.

Section 9. Violations of Commission Bylaws and Rules of Procedure Behavioral Standards

A. Violations.

Violations of commissioners' behavioral standards referenced in the Commission Bylaws and Rules of Procedure ("Bylaws"), including the port's statement of values and respectful interactions, shall be reviewed by the commission's governance committee when unaccompanied by complaints related to violations of this Code.

B. Complaint Process.

Written complaints of violations of these standards shall be directed to the members of the commission's governance committee. Or, if the complaint involves one of the members of the committee, it shall be made to the non-subject member.

Complaints of violations of these standards, when unaccompanied by complaints related to violations of this Code, made to the Board or the human resources director or designee and/or the office of workplace responsibility, shall be reported to the general counsel for referral to the governance committee.

The committee will work with the commission chief of staff to inform the respondent commissioner about the nature of the complaint filed. The complainant's identity will not be shared with the respondent commissioner.

C. Governance Committee Review.

Within 10 business days following the receipt of the complaint, the governance committee shall convene to review the allegations. The governance committee may request that port general counsel engage an investigator to advise the committee.

D. Committee Deliberation and Recommendations.

After review of the complaint, the governance committee may:

- a) recommend no further action; or

- b) recommend that the commission require corrective training or action, counsel, discussion, or other similar means; or
- c) recommend that the commission investigate the complaint further.

The governance committee must report their recommendation to the commission that no further action be taken or that the commission take further action.

E. Commission Deliberations and Action.

The respondent commissioner will be provided an opportunity to respond to the complaint with a written or spoken statement and to, if requested, respond to questions from commissioners. These steps may occur in executive session unless the respondent commissioner requests a public meeting or public hearing. Commissioners who are the subject of a complaint shall not otherwise participate in the complaint review or decision-making process. The commission must take any action regarding the resolution of the complaint in open session.

For allegations requiring additional investigation, the commission may request that port general counsel engage an investigator. The investigator's findings will be reported to the Commission.

Based on the governance committee's recommendations, or, when additional investigation is necessary, following the investigation the Commission may take appropriate action including corrective training or action, counsel, discussion, warnings, letter of concern, or removal from appointed positions.

The commission president is responsible for informing the complainant of the outcome of the complaint.

Section 10. Definitions.

Throughout this Code, the following definitions shall apply.

A. Admonishment.

A caution to a commissioner not to engage in certain proscribed behavior. An admonishment may include a requirement that the commissioner follow a specified corrective course of action.

B. Censure.

A conclusion that the conduct of the commissioner violates the Code, detrimentally affects the integrity of the commission, and undermines public confidence in the commission. A censure shall include a requirement that the commissioner follow a specified corrective course of action.

C. Official Duty.

Those duties of a commissioner as defined by the port or by statute or the state constitution.

D. Participate.

To participate in an action or a proceeding personally and substantially as a commissioner, through approval, disapproval, decision, recommendation, the rendering of advice, investigation, or otherwise.

E. Person.

Any individual, partnership, association, cooperative, corporation or other business entity.

F. Reprimand.

A finding that the conduct of the commissioner is a minor violation of the Code and does not require censure. A reprimand shall include a requirement that the commissioner follow a specified corrective course of action.

EXHIBIT A

PORT OF SEATTLE COMMISSION CODE OF ETHICS

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Commissioner behavior is additionally governed by the standards established in the Port of Seattle Commission Bylaws and Rules of Procedure; the Port of Seattle Statement of Values; the Commission Oath of Office; the Commission Transparency Pledge; applicable laws; and through a commitment to respectful interactions.

Section 1. General Requirements.

Consistent with **FOR PORT COMMISSIONERS**

PREAMBLE.

~~This code of ethics (“Code”) provides guidance in the event a conflict arises between a port commissioner's interests or behavior and the commissioner's responsibility to the commission and the public.~~

~~It is assumed and expected that a commissioner will act in accordance with applicable federal, state and local laws, and will strive to avoid even the appearance of impropriety in the conduct of his/her office.~~

~~Ultimately, ethics are a matter of honesty, common sense and judgment. Neither this, nor any other code, can be an adequate substitute for those attributes.~~

A. ~~Commissioners are elected officials entrusted with public confidence, and ultimately questions involving a commissioner's behavior are a matter to be judged by the electorate. For that to happen, there must be transparent standards to refer to and there must be mechanisms that provide the public with information. This Code attempts to provide those standards and that framework~~ the commission bylaws, within ninety days of each term commissioners will attend ethics training regarding applicable state, port, and Code standards.

A.

~~Section 1.~~ **Standard of Conduct.**

~~A. — A port commissioner shall not transact any business of the port commission or act on behalf of the port commission with respect to any matter that requires port commission approval, without first obtaining the commission's approval~~

~~pursuant to a public vote of the port commission or other port commission direction as provided in a meeting open to the public.~~

B. ~~A port~~ commissioner shall abide by the ~~Port of Seattle's~~port's policies of anti-harassment, equal opportunity and non-discrimination and is prohibited from engaging in unlawful sexual or non-sexual harassment, workplace, violence or in the workplace, and anti-retaliation against whistleblowers. These policies are referred to as "workplace misconduct" throughout this Code.

~~C. — A port~~ commissioner shall not use ~~Port of Seattle~~resources for personal benefit. ~~Incidental, limited or occasional use of port resources, especially electronic media, is acceptable so long as the use is not for personal gain or benefit.~~

Section 2. — Use of Office.

~~A.C. — A port~~ commissioner shall not use ~~his or her~~the position to secure special privileges or exemptions for ~~himself, herself~~themselves, members of ~~his/her~~their family, or others.

~~B. — A port~~ commissioner shall not knowingly use ~~his or her~~office for personal or family gain or profit.

~~D. — A~~ commissioner shall not employ or use any person, money, or property under the commissioner's official control or direction, or in the commissioner's official custody, for the private benefit or gain of the commissioner, their family, an employee, or another, except as to occasional use of port resources, of de minimis cost and value, that does not result in interference with the proper performance of duties, and is consistent with the port's information systems and service acceptable use policy when applicable.

~~C.E. — A port~~ commissioner shall not disclose confidential information gained because of the ~~port~~ commissioner's position, nor may the port commissioner otherwise use such information for personal or family gain or benefit.

D.F. A ~~port~~ commissioner shall not accept employment or engage in business or professional activities that the ~~port~~ commissioner might reasonably expect would require or induce ~~him/her to~~ the commissioner by reason of their position to use or disclose confidential information acquired because of the ~~port~~ commissioner's position.

Section 32. Conflicts of Interest.

~~A. Special Consideration Prohibited.~~

A. Outside Employment.

Given ~~port~~that commissioners are elected to a part-time position, it is understood that they are likely to have outside employment. At times, such employment may give rise to potential conflicts of interest. In such situations, the commissioner must disclose the potential conflict prior to any involvement and seek advice from the commission's ~~outside~~legal counsel ~~or the commission's Ethics Board (Board)~~ on whether a conflict exists and on how best, if appropriate, to recuse him or herself from port activities involving the issue.

~~B. Appearance of Impropriety.~~

~~A port commissioner shall not request or otherwise seek special consideration, treatment or advantage from others, or knowingly engage in activities which are in conflict, or which have the potential to create a conflict, with the performance of official duties. Examples of conflicts, or potential conflicts, of interest include (but are not limited to) circumstances where the port commissioner:~~

~~1. Influences the selection or non-selection of, or the conduct of business of, any entity doing business with the port, when the port commissioner or his/her family has a financial interest in that entity or any of its competitors.~~

~~2. Solicits for himself/herself or for another, a gift or any other thing of value (consistent with Section 6) from the port or from any person having dealings with the port; provided that no conflict of interest shall be deemed to exist with respect to solicitations for campaign contributions required to be reported under Chapter 42.17 RCW or for charitable contributions.~~

~~3. Accepts any retainer, compensation, gift or other thing of value which is contingent upon a specific action or non-action by the port commission.~~

~~4. Accepts a gift in any manner other than as provided in Section 6 below.~~

~~5. Intentionally uses or discloses information not available to the general public and acquired by reason of his/her official position which financially benefits the port commissioner, his/her family, friends or others.~~

~~C. Financial Interest Prohibited.~~

~~B. No commissioner may have an undisclosed Activities Incompatible with Public Duties.~~

~~Except as described herein, no commissioner may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity⁵; or incur an obligation of any nature that is in conflict with the proper discharge of the ~~commissioner's~~commissioner's official duties.~~

~~D. Improper Compensation.~~

~~C.~~

~~No commissioner may, directly or indirectly, ask for², give², receive², or agree to receive any compensation, gift, reward, or gratuity from a source for performing², omitting², or deferring the performance of any official duty⁵; unless otherwise authorized by law.~~

Section ~~4.~~ ~~Financial or Beneficial~~ ~~3.~~ Interest²;

~~in Contracts.~~

~~A. Interests Prohibited.~~

No ~~port~~-commissioner or ~~his/her~~their immediate family (spouse, dependents) shall
~~(i) have an undisclosed financial or beneficial interest, direct or indirect, be beneficially~~
~~interested, directly or indirectly,~~ in any contract which may be made by, through, or under
the supervision of the ~~port~~-commission, or

A. which may be made for the benefit of the port; or ~~(ii)~~ accept, directly or indirectly, any compensation, gratuity, or reward in connection with the awarding of such a contract from any person beneficially interested therein.

~~B.~~ Statutory Exceptions.

B. As provided in RCW 42.23.030, the

The prohibition in Section ~~4A3A~~ shall not apply to:

1. the furnishing of electrical, water or other utility services by the port, ~~where authorized under statute~~, at the same rates and on the same terms as are available to the public generally;
2. the designation of public depositories for port funds;
3. the publication of legal notices required by law to be published ~~by any municipality~~, upon competitive bidding or at rates not higher than prescribed by law for members of the general public;
4. the letting of any other contract in which the amount received under the contract by the ~~port~~ commissioner, their immediate family or the ~~port commissioner's~~ commissioner or their immediate family's business does not exceed ~~onethree~~ thousand ~~five hundred~~ dollars (\$~~1,500~~3,000.00) in any calendar month; ~~and/or~~
5. the leasing of port property to a ~~port~~ commissioner or to a contracting party in which a ~~port~~ commissioner or his/her/their immediate family has a financial or beneficial interest, if in addition to all other legal requirements, a board of three disinterested appraisers and the superior court in the county where the property is situated finds that all the terms and conditions of such lease are fair to the port and are in the public interest. The appraisers must be appointed from members of

the American Institute of Real Estate Appraisers by the presiding judge of the superior court.

~~C.~~ Limitation on Voting.

C.

A ~~port~~ commissioner may not participate in consideration or vote on the authorization, approval, or ratification of a contract in which ~~he/she~~the commissioner or ~~his/her~~their immediate family ~~has a financial or beneficial interest is beneficially interested~~ even though one of the exemptions under Section 4B3B above allows the awarding of such a contract. The interest of the commissioner must be disclosed to the commission and noted in the official minutes before the formation of the contract and the commissioner shall follow the procedures for limitations on voting in the Commission Bylaws and Rules of Procedure.

~~D.~~ Remote Interest.

D.

A ~~port~~ commissioner is not interested in a contract, for purposes of Section 4A3A above ~~and RCW 42.23.030~~, if the ~~port~~ commissioner has only a remote interest in the contract and the extent of the interest is disclosed to the ~~port~~ commission and noted in the official minutes of the ~~port~~ commission prior to the formation of the contract, and ~~thereafter~~ the ~~port~~ commission ~~authorizes, approves, or ratifies~~ the contract in good faith by a vote of ~~port commissioners~~ sits membership sufficient for the purpose without counting the vote ~~or votes~~ of the ~~port~~ commissioner(s) having the remote interest; provided, that Section 4D3D is not applicable to any ~~port~~ commissioner interested in a contract, even if the ~~port~~ commissioner's interest is only remote, if the ~~port~~ commissioner influences or attempts to influence any other ~~port~~ commissioner or port employee to enter into the contract ~~in violation of this Code and state law.~~ For purposes of Section 4D3D, a port commissioner has a remote interest when the port

commissioner:

1. is a non-salaried officer or board member of a nonprofit corporation;
2. is an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. is a landlord or tenant of an entity contracting with the port; and

4. is a holder of less than one percent of the shares ~~of~~, or interest, ~~in~~, a business entity contracting with the port.

~~E. —~~ Improper Contract Void.

E.

Any contract made in violation of the provisions of Section ~~43~~ is void and the performance thereof, in full or in part, by a contracting party shall not be the basis of any claim against the port. Any port commissioner violating the provisions of Section ~~43~~ is liable to the port for a penalty in the amount of five hundred dollars (\$500.00), in addition to such other civil or criminal liability or penalty as may otherwise be imposed upon the port commissioner by law.

~~F.A. —~~ Censure.

~~In addition to all other penalties, civil or criminal, the violation by any port commissioner of the provisions of Section 4 may be grounds for censure by the commission and other appropriate legal proceedings.~~

~~Section 5.~~ Statement of Financial Affairs.

~~On or before April 15 of each year, or within fourteen (14) days of taking the oath of office, each port~~ Each commissioner shall file with the Washington State Public Disclosure Commission a copy of a Statement of Financial Affairs prepared in satisfaction of the requirements of RCW42.17A.235 and RCW 42.~~1717A.240-241~~, which shall be available for public inspection upon written request.

Section 65. Acceptance of Gifts.

A. Gifts Prohibited.

A. A

Except as permitted below, a port commissioner may not receive, accept, take, seek, or solicit, directly or indirectly, any anything of economic value as a gift, gratuity, or favor from a person if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action or judgment of the ~~port~~ commissioner, or be considered as part of a reward for action or inaction.

~~B.~~ Acceptance of Gifts on Behalf of Port of Seattle.

A

B. ~~Consistent with RCW 53.08.110~~, a ~~port~~ commissioner may accept a gift of ~~real and~~ personal property of any value for and on behalf of the port. Any gift so accepted shall become the property of the port and not of the ~~port~~ commissioner. A ~~port~~ commissioner shall report the acceptance of any gift under this section to the port's general counsel within thirty (30) days of receipt.

C. Limitation Prohibition on Gifts:

A _____ port _____ to _____ Commissioners.

A commissioner may not accept gifts, other than those specified in Section ~~6E5E~~, with an aggregate value in excess of fifty dollars (\$50.00) from a single source in a calendar year or a single gift from multiple sources with a value in excess of fifty dollars (\$50.00). For purpose of this section, "single source" means any person, whether acting directly or through any agent or other intermediary, and "single gift" includes any event, item or group of items used in conjunction with each other or any trip including transportation, lodging, and attendant costs, not excluded from the definition of gift in Section ~~605D~~.

The value of gifts given to a ~~per~~ commissioner's family or guest shall be attributed to the ~~per~~ commissioner for the purpose of determining whether the limit has

C. been exceeded, unless an independent business, family, or social relationship exists between the donor and the family or guest.

~~D.~~ Items Not Considered Gifts.

D.

The following items are excluded from the definition of gift and may be accepted by a ~~port~~ commissioner or member of his/her family without constituting a violation of the Code:

1. Items from family or friends where it is clear beyond a reasonable doubt that the item was not given as part of any design to gain or maintain influence in the port;
2. Items related to the outside business of the ~~port~~ commissioner that are customary and not related to the ~~port~~ commissioner's performance of official duties;
3. Items exchanged among ~~port~~ commissioners, or among ~~port~~ commissioners and port employees, or a social event hosted or sponsored by a ~~port~~ commissioner or port employee for co-workers;
4. Payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance, or trade mission made in the port commissioner's official capacity. As used in this Section "reasonable expenses" are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;
5. Items a ~~port~~ commissioner is authorized by law to accept, including, but not limited to, items accepted in accordance with RCW 53.36.120-150 (promotional hosting) or RCW 53.08.110 (gifts to port);

6. Payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide governmental or nonprofit professional, educational, trade or charitable association or institution. As used in this Section "reasonable expenses" are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;
7. Items returned by the ~~port~~ commissioner to the donor within ~~forty~~thirty (30) days of receipt or donated to a charitable organization within thirty (30) days of receipt;
8. Campaign contributions reported under chapter 42.~~4717A~~ RCW;
9. Discounts available to a ~~port~~ commissioner as a member of an employee group, occupation, or similar broad-based group;
10. Awards, prizes, scholarships, or other items provided in recognition of academic or scientific achievement; ~~and~~
- ~~11.1. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento or similar item.~~

11. Items paid for directly by a commissioner.

~~E.~~ Exceptions.

E.

The following gifts are presumed not to influence a ~~port commissioner's action or non-action on any matter~~commissioner and may be accepted without regard to the fifty-dollar (\$50.00) limit established above, without constituting a violation of the Code:

1. Unsolicited flowers, plants, and floral arrangements;
2. Unsolicited advertising or promotional items of nominal value, such as pens and note pads;
3. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy,

desk item, wall memento or similar item.

- ~~3.4.~~ Unsolicited items received by a ~~port~~ commissioner for the purpose of evaluation or review, if the port commissioner has no financial or beneficial interest in the eventual use or acquisition of the item by the port;
- ~~4.5.~~ Informational material, publications, or subscriptions related to the ~~recipient's~~ recipient's performance of official duties;
- ~~6.~~ Food and beverages consumed at hosted receptions where attendance is related to the ~~port~~ commissioner's official duties, ~~including admission;~~
- ~~5.7.~~ Admission to, and the costs of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization. ~~Provided, that where the gift exceeds fifty dollars (\$50.00) on a single occasion, it shall be reported as required in RCW 42.17.241(1)(1); and;~~
- ~~6.8.~~ Unsolicited gifts from dignitaries from another state or a foreign country and intended to be personal in nature; ~~and~~
- ~~9.~~ Food and beverages on infrequent occasions in the ordinary course of meals where attendance by the commissioner is related to the performance of official duties. Provided that where the gift in the form of food or beverage exceeds fifty dollars (\$50.00) on a single occasion, it shall be reported as required in chapter 42.17A RCW.

~~F.~~ Rebuttable Presumption.

F.

The presumption that acceptance of the gifts listed in ~~this~~ section ~~influences a port commissioner's action or non-action on any matter is~~ 5E do not influence a commissioner is rebuttable and after review by the ~~Board~~ board of ethics may be overcome based on the circumstances surrounding the giving and acceptance of the ~~Gift~~ gift.

Section 76. Former Port Commissioners.

Former ~~port~~-commissioners (~~"former commissioners"~~)-engaging in transactions with the port shall do so consistent with the standards of ethical conduct and in accordance with the relevant portions of this Code.

~~A. — Special Consideration Prohibited.~~

A.

A former commissioner shall not request or otherwise seek special consideration, treatment, or advantage from port staff or port commissioners.

~~B. — Appearance of Special Consideration.~~

~~A former commissioner shall avoid circumstances in which, to a reasonable person, it might appear that the former commissioner is requesting or otherwise seeking or receiving special consideration, treatment or advantage from port staff or port commissioners.~~

~~C. — Appearances Before Commission.~~

B.

For one (~~H~~) year after termination of port commission service, a former commissioner may not appear before the port commission on behalf of another individual or entity, whether or not for compensation of any kind, in relation to any case, proceeding, application, or matter in which such former commissioner participated during ~~his/her~~ period of port commission service: *Provided*, that if after public discussion and a finding by the commission that the public or the port's interests would be better served, the commission may waive this provision if so requested by a former commissioner.

~~D. — Participation in Contracts with Port of Seattle.~~

C.

For one (1) year after termination of port commission service, a former commissioner may not have a direct or indirect ~~financial or~~ beneficial interest in any contract or grant that was made by, authorized, or funded by port commission action in which the former

commissioner participated during the period of port commission service.

~~E.~~ Participation in Competitive Selection Process.

D.

For one (1) year after termination of port commission service, a former commissioner may not participate as a competitor in any competitive selection process for a port contract in which the former commissioner participated in any way while serving on the port commission.

~~F.~~ Disclosure Requirements.

E.

For one (1) year after termination of port commission service, a former commissioner must disclose ~~his or her~~ past port commission service before participating in any port action. The disclosure shall be made in writing to the ~~commission's outside counsel~~ commission clerk who will notify the commission.

~~G.~~ Use of Confidential Information.

~~F.~~ ~~For one (1) year after termination of port commission service, a~~

A former commissioner ~~must~~ shall not, for personal or family benefit, use or disclose ~~his or her past port commission service before participating in any port action. The disclosure shall be made in writing to confidential information gained by reason of the commission's outside counsel who will notify the commission~~ former commissioner's position.

~~H.~~ Employment.

G.

No former commissioner may accept an offer of employment or receive compensation from an employer if the former commissioner knows or has reason to believe that the offer

of employment or compensation was intended, in whole or in part, directly or indirectly, to influence the former commissioner or as compensation or reward for the performance or nonperformance of a duty by the former commissioner during the course of port commission service.

~~I. Appearance of Impropriety in Employment.~~

~~No former commissioner may accept an offer of employment or receive compensation from an employer if the circumstances would lead a reasonable person to believe the offer was made, or compensation given, for the purpose of influencing the performance or nonperformance of duties by the former commissioner during the course of the former commissioner's service on the port commission.~~

~~J. Employer Defined.~~

~~H.~~

As used in this Section, "employer" means any individual, partnership, association, corporation, firm, institution, or other entity, whether or not operated for profit, or any other entity or business that an individual owns or in which the individual has a controlling interest.

Section 7. Participation on Non-Profit Boards.

~~A. Service Encouraged.~~

~~Commissioners are encouraged to serve on non-profit boards.~~

~~B. Limitations.~~

~~Commissioners shall adhere to the service limitations set forth in the commission bylaws.~~

~~C. Contracts.~~

~~A commissioner serving on a non-profit board has a remote interest in contracts between the Port and the non-profit upon which board the commissioner serves. When such contracts come before the commission, the commissioner serving on the non-profit board must follow the remote interest provisions referenced in section 3D of this Code.~~

~~D. Duty of Loyalty.~~

~~Commissioners do not violate this code when approving membership fees for non-profits~~

upon which board the commissioner serves during the port budget approval process. In approving the budget, commissioners shall not advocate for adjustment to proposed fee amount or membership status for non-profits upon which board the commissioner serves. Commissioners may express support of policy positions of a non-profit organization upon which the commissioner serves except when the commission is considering or approving a contract with the non-profit in which the commissioner has a remote interest.

Section 8. Board of Ethics.

~~A. Formation and Purpose.~~

~~The port commissioners shall appoint a Board of Ethics ("Board") to ensure proper and consistent implementation of this Code.~~

A. Formation and Purpose.

The commission shall appoint a Board of Ethics ("Board") to ensure proper and consistent implementation of this Code. The Board is an investigative agency charged with intake, screening, and investigation of complaints, and providing recommendations for corrective action to the commission for consideration. In performing its duties, the Board and its members shall uphold port values and follow the principles contained in this code. It is the intention of the port to encourage reporting of ethics violations to the Board by protecting complainant confidentiality to the extent permitted by this Code and the law. The commission's chief of staff; the commission's legal counsel, and the port's general counsel shall serve as resources, as needed, to carry out tasks on behalf of the Board to assist with the process provided for in this Code. The port shall provide sufficient investigative and administrative support to enable the Board to reasonably carry out its duties hereunder.

B. Complaints, Intake and Notice.

Filing of Complaints. Any person, including without limitation ~~port~~ commissioners, port employees, and members of the public, may submit a written complaint alleging a violation of the Code to the ~~commission president, or in the event of an allegation involving the president to the vice president~~ Board through a form established by the commission clerk's office, specifying one or more alleged violations by a commissioner of this Code. ~~Complaints may also be submitted through the Port of Seattle Ethics and Compliance~~

1. Hotline. Every complaint, ~~except a complaint submitted through the Ethics and Compliance Hotline,~~ must include the complainant's correct name, an email address, or address at which mail can be delivered to the complainant, and a daytime telephone number. Anyone submitting a complaint may be asked for additional information about the complaint by the Board and shall cooperate with the Board in providing pertinent information. ~~The Board shall maintain~~ Complainants may request confidentiality at the time they submit a complaint. Except when a public hearing or meeting occurs, to the extent permitted by law, the Board shall maintain requested confidentiality relating to a complaint or the substance of any investigation until the Board completes its review of the complaint and provides its report to the ~~Commission~~ commission.

In the alternative, employees may submit written, telephonic or in-person complaints directly to the human resources director or designee and/or the office of workplace responsibility. The human resources director or designee and/or the office of workplace responsibility will immediately inform port general counsel who shall inform the Board that a complaint was received.

C. Powers.

~~The Board shall provide guidance whether a factual situation involving a commissioner presents a violation of the Code when requested by that commissioner.~~

2. The Board shall initially consider all complaints to Intake Process. For complaints submitted by port employees, whether to the Board or directly to the human resources director or designee and/or the office of workplace responsibility, the port's office of workplace responsibility shall complete an intake process consistent with employee complaint procedures and provide a memo with sufficient detail to allow the Board to make a screening determination

to port general counsel for transmission to the Board. For complaints submitted by non-employees, the Board will complete the intake. The Board may request that port general counsel engage an outside investigator to assist in intake and provide a memo to the Board with sufficient detail to allow the Board to make a screening determination.

3. Dismissal. Complaints, such as those comprised of bare allegations or speculation that cannot be substantiated sufficiently to allow for a screening determination through the intake process conducted by the Board or by the human resources director or designee and/or the office of workplace responsibility, shall be dismissed by the Board.
4. Notice of Complaint Received. The Board, when it receives a complaint directly or after notice from human resources or workplace responsibility, shall inform the respondent commissioner, commission president or vice president where the president is the subject of the complaint, commission chief of staff, the commission's legal counsel, and the port's general counsel that a complaint has been filed.
5. Summary Created. The entity responsible for intake will create a written summary of the concerns raised, including the general nature of the conduct, approximate dates of the conduct, and which Code provisions are potentially violated. For complaints submitted to the Board, the Board chair will create the summary. For complaints submitted to human resources, the assigned workplace responsibility investigator will create the summary. The summary shall be provided by the Board or office of workplace responsibility to the commission chief of staff who will provide the summary to the respondent commissioner, with the identities of the complainant and witnesses redacted.

C. Screening.

1. Use of Investigator. The Board may request that port general counsel engage an outside investigator to assist in screening determinations.
2. Standard of Sufficiency. The Board or the outside investigator shall determine whether the complaint (1) if the allegations of violation, if true, would constitute a violation of the code; and (2) if the allegations were made within three years of the alleged violation unless the violation was properly submitted and warrants concealed by the respondent commissioner in which case the complaint must be filed within three years of discovery of the violation. However, the complaint will not be considered timely if the commissioner is no longer in office and will be dismissed.
3. Review Timeline. The Board shall conduct its initial review and screening of complaints received within thirty (30)-calendar days of the completion of the intake process and shall determine if the standard of sufficiency has been satisfied. If it has been satisfied, the complaint will be investigated. All screening determinations are final, and no appeal is permitted.
4. Notification of Screening Outcome. Within five (5) business days of making its determination, the Board shall notify the respondent commissioner, commission president or vice president where the president is the subject of the complaint, commission chief of staff, commission legal counsel, port general counsel, and the complainant of its screening determination. Complaints not meeting the screening standard will be dismissed and not investigated under this Code.

5. Notice to Commission. Within one (1) business day of notification under Section 8C(4), notice of a complaint screened for further investigation. ~~Complaints that are not properly submitted or that present no reasonable basis for the conclusion that the Code has been violated shall be dismissed. If the Board determines that the complaint warrants shall be provided to the entire commission;~~
6. Legal Defense Costs. After a matter is screened for investigation, ~~it may conduct the investigation itself or the port will pay a respondent commissioner's legal defense costs if action is arising out of the performance or failure of performance of the commissioner's duties.~~

D. Investigation and Recommendation Process.

Investigation and Recommendation. The Board will delegate the performance of the investigation for all screened complaints to an appropriate individual or firm.

~~The Board or~~ Port general counsel will engage the individual or firm that will serve _____ as _____ the _____ investigator.

~~The~~ delegated investigator shall promptly conduct its investigation. The Board or ~~conduct its investigation within sixty (60) days of delegation unless the investigator determines that additional time is needed based on complexity, the number of witnesses, witness availability, or other factors. The Board and respondent commissioner shall be updated by the investigator regarding any necessary time extensions.~~

~~The~~ respondent commissioner will be provided an opportunity to respond to the allegations including submission of a statement of position, evidence, and witness statements. The ~~delegated investigator may request that individuals or firms appear before the Board or delegated investigator to answer questions and provide~~ provide information, including any form of recorded information. ~~The Board or~~ delegated investigator may require that commissioners answer questions and provide information, including any form

of recorded information.

1. The delegated investigator shall report to the Board its factual findings and conclusions about whether a violation of the Code occurred. ~~If the investigator concludes that the Code has been violated, the investigator shall include reference to violations of other commission standards such as the statement of values and commitment to respectful interactions, if applicable.~~ In addition, the delegated investigator ~~may~~shall make recommendations about necessary corrective action- ~~if requested by the Board.~~
2. Board Executive Session. All Board deliberations may occur in executive session unless the respondent commissioner requests a public meeting or public hearing. ~~If the respondent commissioner requests a public meeting or hearing, the Board will immediately notify the complainant.~~
3. Board Findings. Following an investigation, the Board shall make ~~its factual~~ findings and conclusions about whether ~~a~~the commissioner's conduct violated the Code. The Board may adopt investigator's findings and conclusions or may make its own findings and conclusions. The Board may request that individuals, including the respondent commissioner, or firms, provide information, including any form of recorded information. If the Board concludes that the Code has been violated, the Board shall include reference to violations of other commission standards such as the statement of values and commitment to respectful interactions where applicable. If the Board concludes that the Code has not been violated, it shall dismiss the complaint. If the investigation indicates potential violations of the behavioral standards referenced in Section 9, upon dismissal, the Board shall refer the matter to the Governance Committee for further proceedings under that section.
The Board shall notify the respondent commissioner, commission president or

vice president where the president is the subject of the complaint, commission chief of staff, commission legal counsel, port general counsel, and the complainant of its no-violation finding, dismissal, and, when applicable, referral to the Governance Committee.

Corrective Actions. Where the Board concludes that the commissioner's conduct violated the Code ~~occurred, and, it shall determine whether it will~~ recommend any corrective action.

Corrective action recommendations may include without limitation, an admonishment, reprimand, or censure, a recusal of a commissioner from voting on certain topics, a reprimand or public censure of forfeiture of position as officer of the commission in a commissioner manner consistent with the commission bylaws and rules of procedure, a referral of the matter to appropriate law enforcement authorities, workplace safety measures and training to address workplace misconduct allegations, and other action necessary to obtain compliance with the Code and restore public confidence in the proper functioning of the commission. The Board may elect to adopt the delegated investigator's conclusions and recommendations, if any, or the Board may adopt its own findings, conclusions and recommended corrective action. The Board may determine following the investigation that no violation of the Code is presented and dismiss the complaint. The Board shall report in writing its findings, conclusions, and if necessary recommended corrective action, to the commission.

4.

_____ In making its recommendation regarding corrective action, the Board shall take into account whether the violation substantially and improperly influenced the port commission's or the Port of Seattle's actions, the cost of the violation to the Port of Seattle, the nature of the violation, and any other pertinent

factors, including mitigating factors. The Board's findings, conclusions, and recommendations shall be provided to the commission within forty-five (45) days of receipt of the investigator's report unless additional time is necessary due to complexity or scheduling conflicts. The Board shall inform the commission of any extension of time.

5. Quorum. If a quorum or more of commissioners are the subjects of a complaint before the Board, the Board's findings, conclusions, and corrective action will be final. Upon request of any commissioner, the Board may hold a public meeting or public hearing before issuing its decision.

E. Action by the Commission.

1. Executive Session. Unless the respondent commissioner requests a public meeting or public hearing, the commission shall consider the findings, conclusions, and any recommendations of the Board in executive session of the commission. If the respondent commissioner requests a public meeting or public hearing, the commission will immediately notify the complainant.
2. Deliberations. The respondent commissioner will be provided an opportunity to respond to the Board's findings and recommendations with a written or spoken statement and to, if requested, respond to questions from commissioners. These steps may occur in executive session unless the respondent commissioner requests a public meeting or public hearing. Commissioners who are the subject of a complaint shall not otherwise participate in the complaint review or decision-making process.
3. Final Decision. The commission may choose to accept in full or in part, or reject in full or in part, the recommendations of the Board, or may make its own recommendations. Action to accept or reject the recommendations shall be made

in an open public meeting. The commission's final decision will be issued through a commission order.

F. Advisory Opinions.

1. An advisory opinion is an interpretation of this Code as it applies to a set of facts provided in writing to the Board. The purpose of an advisory opinion is to provide guidance before officials engage in an action that may be prohibited.
2. Before a formal advisory opinion is issued by the Board, the proposed opinion shall be reviewed by the port general counsel and/or designee within ten (10) business days of receipt unless additional time is necessary.
3. A commissioner may request an advisory opinion regarding application of the Code to a particular set of facts or circumstances related to the commissioner submitting the request.
4. The requesting commissioner's conduct does not violate the code if: 1) a written request for an advisory opinion describes possible future conduct and accurately and fully discloses the material facts related to that conduct; 2) the Board issues a written advisory opinion that the described conduct would not violate the code; and 3) the commissioner, in reasonable reliance on the advisory opinion, acts in a manner consistent with that advisory opinion.
5. A commissioner or the commission chief of staff may request an advisory opinion regarding general application of the Code that does not concern the actions of commissioners not making the request.

~~E.~~ Composition, Terms, Vacancies.

The Board shall be composed of three (3) members ("Board Members"). Each Board

Member shall be selected by majority vote of the ~~port~~-commission in open session.

G.

None of the Board Members shall be a ~~port~~ commissioner or port employee. The term of office for each Board Member shall be three (3) years. The Board shall elect a chairperson annually. Vacancies on the Board, whether occurring by death, resignation, removal, or expiration of term, shall be filled by the port commission by majority vote in open session. In filling any vacancy or making any appointment to the Board, the port commission shall strive to select members with diverse perspectives and areas of expertise and experience appropriate to the review of ethical matters, and who are of good general reputation and character.

~~D.~~ Quorum. Meetings. Procedures.

H.

Two Board Members shall constitute a quorum. The Board ~~shall~~may adopt procedures consistent with the provisions of this Code governing the conduct of meetings investigations, hearings and the issuance of opinions, reports, and corrective action.

~~E.~~ Disclosure.

~~The Board may report to the port commission in executive session in accordance with Chapter 42.30 RCW. The port commission shall release any written recommendations prepared by the Board to the public with any redactions the port commission, in its discretion, deems necessary to protect privacy consistent with Chapter 42.56 RCW and other public disclosure laws.~~

~~F.~~ Removal of Board Member.

I.

A Board Member may be removed for just cause by a majority vote of the port commission, ~~after written charges have been served on the Board Member and a hearing.~~

~~has been held by the port commission. A public hearing shall be held at the request of the Board Member.~~

~~G.~~ J. Reimbursement and Per Diem.

~~Board Members shall be reimbursed by the port for pre-approved and reasonable expenses incurred in the exercise of official Board business and shall be paid a per diem equal to the per diem paid commissioners. The port shall provide sufficient investigative and administrative support to enable the Board to reasonably carry out its duties hereunder to commissioners.~~

Section 9. Violations of Commission Bylaws and Rules of Procedure Behavioral Standards

A. Violations.

Violations of commissioners' behavioral standards referenced in the Commission Bylaws and Rules of Procedure ("Bylaws"), including the port's statement of values and respectful interactions, shall be reviewed by the commission's governance committee when unaccompanied by complaints related to violations of this Code.

B. Complaint Process.

Written complaints of violations of these standards shall be directed to the members of the commission's governance committee. Or, if the complaint involves one of the members of the committee, it shall be made to the non-subject member.

Complaints of violations of these standards, when unaccompanied by complaints related to violations of this Code, made to the Board or the human resources director or designee and/or the office of workplace responsibility, shall be reported to the general counsel for referral to the governance committee.

The committee will work with the commission chief of staff to inform the respondent commissioner about the nature of the complaint filed. The complainant's identity will not be shared with the respondent commissioner.

C. Governance Committee Review.

Within 10 business days following the receipt of the complaint, the governance committee shall convene to review the allegations. The governance committee may request that port general counsel engage an investigator to advise the committee.

D. Committee Deliberation and Recommendations.

After review of the complaint, the governance committee may:

- a) recommend no further action; or
- b) recommend that the commission require corrective training or action, counsel, discussion, or other similar means; or
- c) recommend that the commission investigate the complaint further.

The governance committee must report their recommendation to the commission that no further action be taken or that the commission take further action.

E. Commission Deliberations and Action.

The respondent commissioner will be provided an opportunity to respond to the complaint with a written or spoken statement and to, if requested, respond to questions from commissioners. These steps may occur in executive session unless the respondent commissioner requests a public meeting or public hearing. Commissioners who are the subject of a complaint shall not otherwise participate in the complaint review or decision-making process. The commission must take any action regarding the resolution of the complaint in open session.

For allegations requiring additional investigation, the commission may request that port general counsel engage an investigator. The investigator's findings will be reported to

the Commission.

Based on the governance committee's recommendations, or, when additional investigation is necessary, following the investigation the Commission may take appropriate action including corrective training or action, counsel, discussion, warnings, letter of concern, or removal from appointed positions.

The commission president is responsible for informing the complainant of the outcome of the complaint.

Section 10. Definitions.

Throughout this Code, the following definitions shall apply.

A. Admonishment.

A caution to a commissioner not to engage in certain proscribed behavior. An admonishment may include a requirement that the commissioner follow a specified corrective course of action.

B. Censure.

~~A. Compensation.~~

~~Anything of economic value, however designated, that is paid, loaned, granted, or transferred, or to be paid, loaned, granted, or transferred for, or in consideration of personal services to any person.~~

~~B. Confidential Information.~~

~~Specific information that is not available to the general public on request or information made confidential by law.~~

C. ~~Financial or Beneficial Interest.~~

~~A creditor, debtor or ownership interest (including without limitation, ownership evidenced by stock purchase) in an amount or value in excess of \$1,500.00, or any employee, consultant or partnership arrangement, except a remote interest; provided that~~

~~an owner of an interest in a mutual or other pooled investment fund or in any employee or retirement benefit plan (including without limitation, pension plans, profit sharing plans and deferred compensation plans) shall not be deemed to have a Financial or Beneficial Interest in any component investment within the fund or plan where the owner of the interest: (1) has no right to control or influence the selection of component investments; and (2) has not influenced the selection of component investments; and (3) has not created or used the fund or plan to subvert the intent of this Code. The term Financial or Beneficial Interest also includes any option to purchase real or personal property and the value of an option shall be the market value of the property which is the subject of the option.~~

A conclusion that the conduct of the commissioner violates the Code, detrimentally affects the integrity of the commission, and undermines public confidence in the commission. A censure shall include a requirement that the commissioner follow a specified corrective course of action.

~~D. —~~ Official Duty.

C. _____

Those duties of a ~~port~~ commissioner as defined by the ~~Portport~~ or by statute or the ~~State Constitution~~ state constitution.

~~E. —~~ Participate.

D. _____

To participate in an action or a proceeding personally and substantially as a ~~port~~ commissioner, through approval, disapproval, decision, recommendation, the rendering of advice, investigation, or otherwise.

~~F. —~~ Person.

E. _____

Any individual, partnership, association, cooperative, corporation or other business entity.

|

|

F.

Reprimand.

A finding that the conduct of the commissioner is a minor violation of the Code and does not require censure. A reprimand shall include a requirement that the commissioner follow a specified corrective course of action.

PORT OF SEATTLE COMMISSION
GOVERNANCE COMMITTEE
CHARTER

I. INTRODUCTION AND PURPOSE

A. The Governance Committee, herein referred to as “the Committee,” is a standing committee created by the Port of Seattle Commission (“the Commission”).

B. The Committee is established to assist the Commission in creating, updating, and monitoring the Commission’s governance policies, procedures, and directives; reviewing complaints related to commissioner behavioral standards; and items of interest that are specifically related to the business operations of the Commission. Consistent with this function, the Governance Committee encourages continuous process improvement of, and fosters adherence to, the Port Commission’s governance policies, directives, and procedures at all levels – the principle of continuous process improvement being to simplify processes and effectively and creatively solve problems.

C. This Charter defines the composition, scope, authority, mission, duration, responsibility, and meeting structure of the Committee.

II. COMPOSITION

The Committee will consist of two Port of Seattle commissioners. These commissioners shall be the currently seated Commission President and the Past President in any given respective year of the committee’s operation.

III. SCOPE OF WORK

The work of the Governance Committee shall be delineated in the following categories and shall have the following duties:

A. Commission Bylaws and Rules of Procedure:

1. In concert with the Commission Clerk, Commission Chief of Staff, and the Legal Department as needed, develop, review, and recommend amendments to the Commission’s Bylaws and Rules of Procedure setting forth the governance structure of the Commission and its rules and procedures for conducting its

business.

2. Periodic review of the Bylaws and Rules of Procedure shall be conducted every three (3) years, as is consistent with the Bylaws.

B. General Commission Policy and Procedure:

1. At the direction of the Commission President or a quorum of the Commission, develop and/or review policy directives created by the Commission directly related to governance matters, and Commission transparency.
2. Consult with and support Commission standing and special committees in reviewing policies and procedures related to governance and special rules of procedure.
3. Advise the Commission of current best practices in governance.

C. Succession Planning:

1. Review and advise the Commission regarding guidelines for, and monitor compliance with, long-term succession planning for the Executive Director, in consultation with the Executive Director and the Human Resources Director.

D. Oversight and Reporting:

1. Establish annual workplans of the committee when needed.
2. Report annually to the Commission regarding the execution of the Committee's duties and responsibilities, activities, any issues encountered, and related recommendations.
3. Conduct a periodic assessment of this Charter and the Governance Committee's purpose, duties, and responsibilities hereunder, and recommend to the Commission any changes or amendments thereto.
4. Perform any other activities consistent with this Charter and governing laws that the Commission determines are necessary or appropriate and are referred to this standing committee.

E. **Review Complaints of Violations of Commissioner Behavioral Standards**

1. **Consistent with the Port of Seattle Commission Code of Ethics, when unaccompanied by complaints of Code of Ethics violations, review complaints of violations of the bylaws' behavioral standards.**
2. **Make recommendations to the Commission for action or non-action on the complaint.**

IV. AUTHORITY

In pursuit of its mission and scope, the Committee is not legally authorized to act on behalf of the Commission, but is authorized to conduct the following activities:

- A. Gather and evaluate information, consider matters within the committee's scope of work, and provide information, advice, and recommendations to the Commission.

- B. Communicate the priorities of the Commission.
- C. Engage in outreach efforts and activities to gather and evaluate information to provide to the Commission.
- D. If the Committee determines that to meet its responsibilities it needs the independent services of an outside advisor or consultant, it may propose the retention of such advisor or consultant to the commission for approval **or as otherwise authorized under the Commission Code of Ethics.**

V. DURATION

The Governance Committee is a standing committee with broad purview over matters related to policy and procedure of the Port Commission and will continue indefinitely until the Commission repeals its Charter.

VI. RESPONSIBILITY

- A. The role of the committee chair(s) shall be to:
 - 1. Preside at meetings and serve as committee sponsor(s);
 - 2. Ensure that the committee addresses the purpose and areas of responsibility described in this Charter; and
 - 3. Set committee meeting agendas in concert with the Commission Clerk and Commission Chief of Staff.
- B. The Commission Chief of Staff is the Committee liaison, and the Commission Clerk will support the work of the committee as assigned. The role of the committee liaison shall be to:
 - 1. Regularly update the Commission on the work of the committee in memos, individual briefings, and public session;
 - 2. Support the work of the committee;
 - 3. Develop, manage, and distribute meeting materials;
 - 4. Provide logistical support including procuring meeting rooms, scheduling, creating meeting records, providing technical assistance, and public posting of Committee information; and
 - 5. Coordinate with the primary executive staff contact to keep the Executive Director informed about committee progress and Commission policy and procedure.
- C. The Port of Seattle Deputy Executive Director will support the Committee as the primary executive staff contact. The role of the executive staff contact shall be to:
 - 1. Inform the Executive Director about committee progress;
 - 2. Support the committee with timely and responsive information;
 - 3. Coordinate with other executive staff in support of the Committee's work; and
 - 4. Serve as a resource for committee deliberations.

VII. Meetings

- A. The Committee will meet on an as-needed basis to conduct the work of the Commission. Reporting of the Committee shall be provided to the Commission to provide transparency as to progress made in executing its Charter.
- B. Workgroups composed of non-commissioner advisors and subject matter experts may be formed by the Committee to provide in-depth analysis of issues for the Committee and are expected to meet as frequently as needed. Workgroups meetings are not considered official committee meetings for purposes of establishing a quorum or management of records by the Commission Clerk.
- C. A quorum of the Committee is required to conduct official committee business. A quorum is defined as the presence of both commissioners assigned to the Committee.
- D. Meetings of the Governance Committee shall be open to the public when required by applicable law or the bylaws of the Port of Seattle Commission.
- E. Agendas will be prepared and made available to committee members in advance of meetings.
- F. Agendas for updates to the Commission to be presented in public session will be published as part of regular or special commission meeting notices.
- G. Minutes will be prepared and retained for all meetings of the Committee.
- H. Records of committee meetings shall be provided to the Commission Clerk for appropriate retention in accordance with applicable law and best practices.

From: [Josh Friedmann](#)
To: [Hart, Michelle](#)
Cc: [Ramels, Pete](#); [Pritchard, Aaron](#)
Subject: [EXTERNAL] Ethics Chair's Report to Governance Committee
Date: Friday, November 15, 2024 6:13:31 PM

WARNING: External email. Links or attachments may be unsafe.

Dear Governance Committee Members:

My name is Josh Friedmann, and I am the current chair of the Port of Seattle's Board of Ethics ("Ethics Board").

Your three-member Ethics Board has reviewed the Port's existing Code of Ethics and the staff team's draft package of recommended amendments to that Code. We reviewed the documents in detail, and also held an open public meeting about them on November 11, 2024.

At this meeting, we studied the staff team's draft amendment package in detail, and had the opportunity to ask numerous questions to the Port's legal and administrative staff about key aspects of the amendments. Informed by our own experiences and professional backgrounds, the Ethics Board members also suggested a few minor additions to this draft package.

At the time of the Ethics Board's November 11 meeting, no formal motion was needed, but I'm pleased to report that we found the staff's draft to be very thoughtful and generally excellent in quality. There may yet be places where additions or minor revisions are suggested, but as a general matter, we commend this draft to you without reservations or concerns.

Josh Friedmann
Seattle, Wash.

Agenda Item No.: 8i_supp
Meeting Date: January 28, 2025

2025 Revised Commission Code of Ethics Policy Directive

January 28, 2025



Requested Action

- Adopt Resolution No. 3833 with or without Amendment to Update the Commission’s Code of Ethics and Governance Committee Charter

2025 Proposed Revised Commission Code of Ethics

Project Team

Aaron Pritchard, Commission Chief of Staff

Pete Ramels, General Counsel

Jessica Nadelman, Senior Counsel

Michelle M. Hart, Commission Clerk

Elizabeth Black, Deputy General Counsel

2025 Proposed Revised Commission Code of Ethics

- Last Code Revision – May 2013
- Project Work Started in 2021 and Continued Through 2022
- July 2022 Presentation to Governance Committee
 - Discussed Components of 2013 Ethics Code
 - Structure of the Document
 - Content of the Document

2025 Proposed Revised Commission Code of Ethics

- Work was Paused in 2023 and Resumed in 2024
- Project Team Reviewed the Entire Code with a Fresh Perspective Based on Code Construction and Needs

2025 Proposed Revised Commission Code of Ethics

Work Done To-Date

- Reviewed the Code for Technical Updates; Duplicity; Consistency with Statute; Process Trigger Points; Transparency; Confidentiality-Balance; Neutrality/Equity; and Clarity in Construction of the Document and its Policies and Procedures
- Feedback on New Draft
 - Commission's Counsel; General Counsel; Board of Ethics; Governance Committee

2025 Proposed Revised Commission Code of Ethics— New Draft

- General Alignment with Statute
 - Aligns Conflicts of Interests and Interest in Contracts Provisions with State Law
 - Aligns Acceptance of Gifts Provisions with State Statute
- Structures Commission Requirements and Behavioral Standards – Consistent with Bylaws Revisions

2025 Proposed Revised Commission Code of Ethics— New Draft

- Former Port Commissioners – General Section Clean-up and Added Language Around Maintaining Confidentiality
- Added a New Section 7 Regarding Non-Profit Boards
 - Addressing Service on these Boards, with Service Creating a Remote Interest in Contracts
- Revamped the Board of Ethics Section 8

2025 Proposed Revised Commission Code of Ethics— New Draft

- Added Section 9 Related to Written Complaints of Alleged Violations of Commission Behavioral Standards When Such Complaints are Unaccompanied by an Ethics Complaint Filing – to the Governance Committee.
- Removed Definitions Where Duplicative with State Statute and Added Definitions for Admonishment; Censure; and Reprimand.

2025 Proposed Revised Commission Code of Ethics - Next Steps

- Introduction of Resolution to Adopt a New Code of Ethics –
Jan. 14, 2025
- Adoption of Resolution to Adopt a New Code of Ethics –
Jan 28, 2025
- Corresponding Bylaws and Governance Committee Charter
Amendments

Questions and Discussion

Appendix

SECTIONAL ANALYSIS

Revised Code of Ethics

- Sectional Analysis
 - Preamble
 - New
 - Has been made succinct, clear, and includes references to statutes governing the Code and modelled after applicable sections of RCW 42.52, Ethics in Public Service.

Revised Code of Ethics

- Sectional Analysis
 - Sections 1 and 2 – General Requirements (Consolidated):
 - Added reference to applicable Port employee policies
 - Aligned language with RCW 42.52, Ethics in Public Service
 - Removed duplicative sections
 - Added training requirement

Revised Code of Ethics

- Sectional Analysis
 - Section 2 – Conflicts of Interest:
 - Aligned language with RCW 42.52, Ethics in Public Service
 - Commission legal counsel opines on questions of outside employment
 - Removed references to appearance of impropriety violations except as to contracts
 - Changed title of “Financial Interest Prohibited” to “Activities Incompatible with Public Duties” to align with state law and incorporate wider potential application i.e. service on non-profit boards

Revised Code of Ethics

- Sectional Analysis
 - Section 3 – Interest in Contracts:
 - Contracting violations can be from direct or indirect interests
 - Updated exceptions to include consistent references to immediate family
 - Updated exceptions consistent with RCW 42.23
 - Added termination of leadership position (Commission officers) as a possible corrective action

Code of Ethics Rewrite Project

- Sectional Analysis
 - Section 4 – Statement of Financial Affairs:
 - Simplified to align with PDC requirements
 - Removed timeline requirement because already set out in state law.
 - Section 5 – Acceptance of Gifts:
 - Aligned with RCW 42.52
 - Added exception for food and beverages consistent with state law
 - Added tokens of appreciation

Code of Ethics Rewrite Project

- Sectional Analysis

- Section 6 – Former Port Commissioners:

- Added language re maintaining confidentiality
 - Aligned with prohibitions applicable to sitting Commissioners.

- Section 7 – Participation on Non-Profit Boards (New Section):

- Provides guidance and provisions related to participation on non-profit boards.
 - States that service on non-profit boards creates a remote interest in contracts
 - Duty of Loyalty Provision - States that no violation exists if engaging in certain activities on behalf of the port related to the non-profit board upon which a Commissioner also serves.

Code of Ethics Rewrite Project

- Sectional Analysis
 - Section 8 – Board of Ethics
 - 2025 rewrite increases clarity in many areas regarding the complaint process – including, intake, notices during the process, screening process, investigation, complaint timelines, confidentiality, provisions in case of public hearings, board recommendation to the Commission, and final review and decision of the Commission.
 - The rewrite includes authority to the board to issue advisory opinions.
 - Definitions have also been removed if otherwise already defined in statute and definitions added for final actions of the Commission.

Code of Ethics Rewrite Project

- Sectional Analysis
 - Section 8 – Board of Ethics
 - Added language to define the Board as an investigative agency to allow potential use of Public Records Act exemption 42.56.240(2) for complainants
 - Public records act exemption above – names will not be released.
 - Provided clarity around submission of complaints to the Board or to Port Workplace Responsibility (WR) – Complaint Intake Points
 - Clarified intake process by the Board for non-employees or by the Office of Workplace Responsibility for employees
 - Notice provided at intake – to respondent Commissioner, Commission COS, Commission’s legal counsel, and Port General Counsel

Code of Ethics Rewrite Project

- Sectional Analysis
 - Section 8 – Board of Ethics
 - Clarified screening process to be completed by the Board with assistance of outside investigator when necessary
 - Thirty days to complete screening
 - Five days to inform key stakeholders
 - One day to inform Commission when screened in
 - Port pays Commissioner legal fees
 - Investigation by outside investigator - goal to complete in 60 days
 - Board deliberates in executive session

Code of Ethics Rewrite Project

- Sectional Analysis
 - Section 8 – Board of Ethics
 - Commissioner can exercise right for public meeting or hearing
 - Board provides findings, conclusions and corrective action recommendation in goal of 45 days
 - Board's decisions are final if there is a quorum of subject Commissioners
 - Commission decides on corrective action

Code of Ethics Rewrite Project

- Sectional Analysis
 - Section 8 – Board of Ethics
 - Board has power to issue advisory opinions. Protection for reliance on advisory opinion provided.
 - Board members removed without hearing
 - Section 9 – Complaints of Alleged Violations of Commissioner Behavioral Standards Not Accompanied by an Ethics Complaint Filing
 - Governance committee handles complaints addressing the Port's Statement of Values and Commission's respect standards
 - Board of Ethics will have jurisdiction when accompanied by Code violations (Section 8)

Code of Ethics Rewrite Project

- Sectional Analysis
 - Section 10 – Definitions
 - Definitions removed where duplicative of state law
 - Added definitions of admonishment, censure and reprimand based on judicial code



**COMMISSION
AGENDA MEMORANDUM**

Item No. 10a

ACTION ITEM

Date of Meeting January 28, 2025

DATE : December 30, 2024

TO: Stephen P. Metruck, Executive Director

FROM: David Tomporowski, Transportation Access Program Manager
Peter Lindsay, Assistant Director, Airport Operations – Landside

SUBJECT: SEA MOVES TMA Contracting Authority

Amount of this request: \$5,000,000

Total estimated project cost: \$5,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to authorize a 2-year contract with three optional one-year extensions (for a maximum duration of 5 years) with a not-to-exceed amount of \$5,000,000 for a vendor to operate the airport’s Transportation Management Association (TMA), also known as SEA MOVES, on behalf of the Port of Seattle.

EXECUTIVE SUMMARY

Commission Resolution 3759 (adopted in July 2019) calls for the Port to establish a TMA to serve non-Port, airport tenant employees with transportation resources and information on commuting to and from work at the airport. Rather than establish a traditional TMA, which often consists of a separate board and non-profit status, the Airport Division will incorporate the new employee transportation program into the existing Landside Operations structure. Staff propose procuring and hiring a contractor to operate the SEA MOVES program on behalf of the Port. To operate a robust and fully accessible TMA service, staff recommend a dedicated, on-site model at inception. This arrangement—hiring a contractor to operate a company’s employee commute program—is a common industry practice.

A contract not to exceed five years (a 2-year contract with three optional one-year extensions) is proposed. The total contract value is anticipated to not to exceed \$5 million dollars over five years. Initial funds were approved in the 2025 budget for this work. Requesting Commission approval to begin procurement and contracting at this stage is critical to keep the Port on-track to launch SEA MOVES as a formal program in 2025.

Meeting Date: January 28, 2025

JUSTIFICATION

There are thousands of individuals and hundreds of companies that work every day across the SEA Airport campus in some capacity. These individuals all have different working hours, benefit packages, living situations, and transportation needs. The transportation-related benefits provided by the companies to their employees range from a full suite of parking and transit benefits to none at all. Given this varied and diverse workforce, the Port of Seattle, as the airport sponsor and operator, can lead as a consolidating resource and convening entity to expand commute options for all airport employees. To that end, staff finalized SEA's Commute Action Strategy in Spring 2024 that recommended a delivery structure for these resources; namely, the establishment of an SEA Airport Transportation Management Association (TMA).

TMA's are member-controlled organizations that typically serve a specific concentration of employees by providing education, engagement and consulting services focused on transportation and commuting support, usually with the broad goal of reducing the number of employees commuting in single occupancy vehicles (i.e. driving alone). The core function of SEA Airport's TMA, known as SEA MOVES, is to serve as a centralized service provider for airport tenants and employees who work across diverse industries and jobs, typically with a commute at the beginning and end of their day. SEA MOVES will do this by harmonizing and universalizing commute trip rider information and distributing it across multiple trusted communication channels to reach workers where they're at. However, it will also be available to administer modal-specific initiatives, such as carpool incentives, expanded transit pass access, and active transportation encouragement.

Hiring a contractor to run a company's employee commute program is a common industry practice; businesses in the Puget Sound region such as Expedia, Microsoft, and Google all employ third party vendors to manage employee-facing commute programs. Providing TMA services directly to airport employers and employees is a new line of business for the Port. As such, the Port intends to employ the services and experience of a firm that specializes in embedding themselves in a workplace and delivering programming and resources directly to employees. The contract will be structured to ensure continuity over the start-up period (two years of services) and provide opportunities to exit the arrangement if the Port would like to go in a different direction (three optional one-year extensions).

The TMA shall be partially funded by a surcharge or program fee added to employee parking. The purpose of the fee is to fund TMA programming that will be administered and available to all airport employees via SEA MOVES. This arrangement is in alignment with federal airport funding requirements and state law and provides a linkage between our employee parking program and our employee commute trip reduction activities, similar to a traditional TMA.

Diversity in Contracting

The project team is working with the Diversity in Contracting department to establish a WMBE aspirational goal associated with this contract per TMA's scope efforts.

Meeting Date: January 28, 2025

DETAILS

Standing up, launching, and continually operating a new program—a robust, fully accessible TMA that serves a 24/7, 365 workforce—requires a dedicated staff and budget to operate. The proposed contract will provide for not just an on-site staff to be the face of SEA MOVES and run the program day-to-day, but the resources to continually develop and ensure an effective, trusted, and meaningful suite of commute programming. Principal-level and managerial oversight, reporting and tracking of goals and metrics, technical support and data analysis, management of vendor relationships, QA/QC, and communications support such as website content management, promotional material creation, brand strategy and marketing, are all potential duties of the contractor. Finally, this contractor will also be responsible for administering the three modal-based initiatives of the TMA: a transit pass pilot program, a carpool/vanpool incentive program, and an active-transportation encouragement program.

Scope of Work

The scope of services for the contracted staff at the airport will include staffing a program office, providing trip planning assistance to employees and answering common commuting questions (what transit routes serve the airport and when, what transportation benefits does my employer provide, am I eligible for a reduced transit fare program, etc.), focus group and individual interviews (sometimes referred to as motivational interviewing) with employees, providing consulting services to airport employers on their own transportation benefits as it relates to recruitment strategies, development and dissemination of a standardized material packet containing commuting information for employers to provide their new hires, staffing support at airport employer recruiting/hiring events, coordination with Port Jobs to present at their weekly SIDA badge classes and other regular Port Jobs’ programming, record-keeping for audit and evaluative purposes, and regular reporting on program metrics.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – No action – do not pursue contract and maintain the status quo.

Cost Implications: \$0

Pros:

- (1) Cost savings.

Cons:

- (1) By not hiring a contractor to operate SEA MOVES, SEA Airport will not establish a TMA.

This is not the recommended alternative.

Meeting Date: January 28, 2025

Alternative 2 – Run the TMA internally with Port staff.

Cost Implications: varies depending on number of FTEs and assigned salary range.

Pros:

- (1) Will allow for internal transportation demand management (TDM) subject-matter knowledge and capacity building by a dedicated, permanent staff.

Cons:

- (1) Additional FTEs are not approved or budgeted for in 2025.
- (2) The time required to develop position(s), hire, onboard, and consult new staff would delay TMA launch by as much as one year.
- (3) A new position to operate the TMA day-to-day would not account for other necessary “back-office” duties, such as communications; material and copy development; graphic design; data analysis; reporting, monitoring, and metrics; vendor management; strategic planning; etc.

This is not the recommended alternative.

Alternative 3 – Approve contracting authority as stated.

Cost Implications: approximately \$2 million plus optional additional \$3 million (total NTE contract value of \$5 million)

Pros:

- (1) Hiring a vendor will provide a full complement of services beyond basic day-to-day program staffing (“back-office” duties such as communications; material and copy development; graphic design; data analysis; reporting, monitoring, and metrics; vendor management; strategic planning; etc.)
- (2) Hiring a vendor provides management flexibility to address emergent issues in a new line of business.
- (3) Engaging a subject-matter-expert vendor provides the opportunity to engage industry expertise in a new area for Port of Seattle staff.
- (4) Contract terms provide off-ramps if the program needs re-tooling.

Cons:

- (1) May limit Port employee internal capacity building given that TMA staff will work for the vendor.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

There is currently an SEA employee transportation program fee (\$5 per month per card) assessed on each monthly tenant employee parking card cost. The fee was first assessed in 2024 at \$1 per month per card; since initiation the monies have been held for anticipated use for SEA MOVES Operations Planning work.

Meeting Date: January 28, 2025

Cost Estimate/Authorization Summary

	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$0	\$5,000,000	\$0
AUTHORIZATION			
Previous authorizations	0	0	0
Current request for authorization	0	\$5,000,000	\$5,000,000
Total authorizations, including this request	0	0	0
Remaining amount to be authorized	\$0	\$5,000,000	\$5,000,000

Annual Budget Status and Source of Funds

The SEA MOVES Vendor Contract is funded in the amount of \$231,000 in the 2025 Aviation division budget. If this request is approved, this budget amount would increase annually per the contract for its duration. A portion of this contract would be funded by the \$5 TMA fee that is included in the monthly Employee Parking card. Projected revenues for 2025 are \$755k and are shown in the Future Revenues section of this memo.

Financial Analysis and Summary

Project cost for analysis	\$5,000,000 (5 years)
Business Unit (BU)	Transportation Management Association (Org 3413) within Landside Operations
Effect on business performance (NOI after depreciation)	No additional revenue will be generated by this service. However, a portion or all of this requested contract will be funded by the TMA fee included in the monthly Employee Parking card. TMA Revenue is projected to be \$755k in 2025, and are expected to increase in future years.
IRR/NPV (if relevant)	N/A
CPE Impact	N/A

Future Revenues and Expenses (Total cost of ownership)

TMA future revenues based on potential changes in the airport tariff are as follows:

	2024	2025	2026	2027	2028	2029	2030
TMA	\$ 1.00	\$ 5.00	\$ 5.50	\$ 6.00	\$ 6.50	\$ 7.00	\$ 7.50
TMA Revenue	\$ 144,000	\$ 754,500	\$ 891,000	\$ 1,044,000	\$ 1,209,000	\$ 1,386,000	\$ 1,597,500
Monthly Card Sales	12,000	12,575	13,500	14,500	15,500	16,500	17,750

ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 19, 2024 – The Commission adopted Order 2014-13 to expand alternative

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transportation options for airport workers through the SEA MOVES TMA

October 22, 2024 – The Commission was briefed on the SEA Airport Employee Transportation Program, a work component of GTAP.

March 14, 2023 – The Commission was briefed on GTAP and TMA progress as part of the Widen Arrivals Project presentation.

November 9, 2021 – The Commission was briefed on the Ground Transportation Access Plan Roadmap as part of Widen Arrivals Project progression approval.

June 8, 2021 – The Commission conducted a study session on ground transportation.

July 9, 2019 – The Commission adopted Resolution 3759 creating a ground transportation policy directive.

May 28, 2019 – Commission Resolution 3759, creating a ground transportation policy directive, was introduced.

September 25, 2018 – The Commission received a staff briefing consisting of a presentation and memo on ground transportation to the airport.

July 10, 2018 – The Commission conducted a study session on travel to and from SEA Airport.



SEA MOVES TMA Contracting Authority

David Tomporowski
Peter Lindsay
Airport Landside Operations, Port of Seattle
Item No. 10a supp
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SEA's Ground Transportation Framework

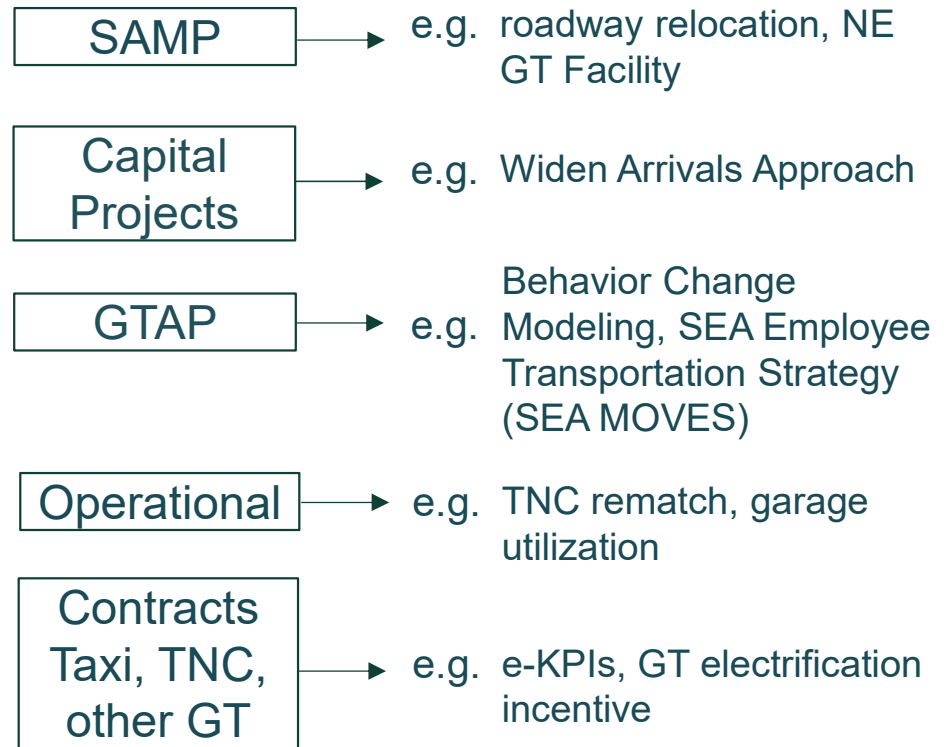
Guiding Principles

- Reduce environmental impact
- Reduce roadway congestion
- Support and improve customer choice and experience
- Social equity
- Generate revenue for sustainable airport

Goals

- 50% scope 3 GHG reduction
- 30% private vehicle pick-up/drop-off
- 15 minutes tower to curb
- Social Equity
- Financial sustainability

Strategies and Tactics



GTAP Work Item: SEA Employee Transportation Strategy

Four Initiatives in 2025:

Providing SEA Workforce with Transportation Resources

Immediate service provision to SEA workers



SEA MOVES Employee Transportation Program (TMA)

Launching SEA Airport's TMA ("SEA MOVES"): communications, staffing, programming



SEA Worker Transit Pass Pilot Program

An ORCA Card Pilot Program for SEA Airport workers



SEA Employee Commuter Bus Feasibility Study

Studying the feasibility of a dedicated commuter shuttle bus service for eligible airport employees



SEA-managed Employee Transportation Program (our airport TMA)



SEA MOVES will focus on three initiatives...

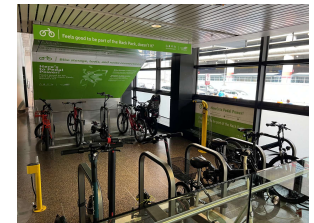
1. Transit pass program for airport workers



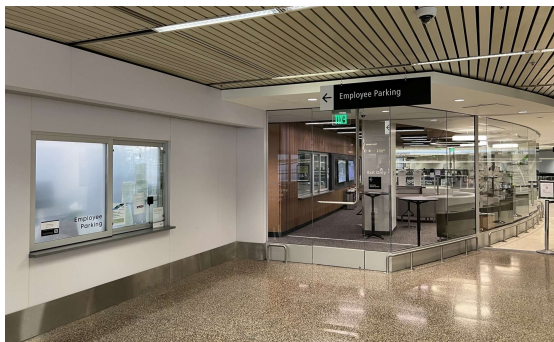
2. Employee Carpool/ Vanpool Program



3. Active Transportation Encouragement Program



A central source of comprehensive commute information for SEA workers



...all managed by a dedicated staff, who will also perform:

- Communications
- Outreach
- Events
- Staffing
- Administration
- Strategic Planning
- Surveying, Monitoring & Metrics

Review of Request

What: contracting authority for a vendor to operate the airport's Transportation Management Association (TMA), also known as SEA MOVES, on behalf of the Port of Seattle

Contract duration: 2-year contract with three optional one-year extensions (for a maximum duration of 5 years)

Amount: not-to-exceed amount of \$5,000,000 (<\$1 million each year)

A portion of this contract would be funded by the \$5 TMA fee that is included in the monthly Employee Parking card. Projected revenues for 2025 are \$754,500.

TMA Fee on Tenant Employee Parking Program

Year	Number of monthly cards (projected)	Fee Amount Per Month Per Card	Annual Revenue
2025	12,575	\$5.00	\$754,500
2026	13,500	\$5.50	\$891,000
2027	14,500	\$6.00	\$1,044,000
2028	15,500	\$6.50	\$1,209,000
2029	16,500	\$7.00	\$1,386,000
2030	17,750	\$7.50	\$1,597,500

Consistent with transportation demand management (TDM) best practice, revenues generated from this fee on tenant parking will be used for TMA programming that encourages use of non-drive-alone modes by airport employees.

Potential Uses of Fee

- SEA MOVES staff support and programming
- Airport employee-only shuttle feasibility study
- Potential funding for employee-only shuttle operation

Next Steps

- Procurement process for SEA MOVES TMA contractor – Q1-Q2 2025
- Check in with Aviation Committee as part of GTAP midyear update – Q2 2025
- Hire and on-board contractor – Q3 2025
- Open and charter SEA Moves – late Q3 2025

Thank You!



SEA

Seattle-Tacoma
International
Airport

Operated by the
Port of Seattle

FlySEA.org



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2025 Budget Requests for SEA MOVES

2025 Budget Request	2025 Amount / 2026 Full Year	Notes
SEA MOVES Operations Planning	\$100,000 / \$0	One-time consultant assistance
SEA MOVES Contractor hiring	\$231,000 / \$924,000	2025 amount is for one quarter
SEA MOVES: Transit Pass Pilot Program	\$500,000 / \$1,500,000	Pilot program amounts only. On-going cost will be determined after the Pilot.
SEA Employee Shuttle Feasibility Study	\$300,000	One-time consultant assistance
TOTAL	\$1,131,000 / \$2,424,000	



**COMMISSION
AGENDA MEMORANDUM
BRIEFING ITEM**

Item No.	<u>11a</u>
Date of Meeting	<u>January 28, 2025</u>

DATE: January 17, 2025
TO: Stephen P. Metruck, Executive Director
FROM: Eric Schinfeld, Sr. Manager, Federal and International Government Relations
SUBJECT: **Federal Legislative Agenda for 2025**

EXECUTIVE SUMMARY

Over the last twelve months, Port of Seattle government relations staff have worked with Commissioners, Port executives, and internal subject-matter experts to execute the Port's Commission-approved 2024 federal policy priorities. In partnership with our Congressional delegation and other public and private sector collaborators, the Port has been able to make substantial progress at the federal level in ways that tangibly benefit the Port, the region, and the users of our aviation and maritime facilities.

In particular, the Port's signature achievement was partnering with near-airport cities to successfully advocate for the final Federal Aviation Administration (FAA) Reauthorization Act to include both 1) a set of shared aircraft noise and emissions policies and 2) language creating increased flexibility related to the future of North SeaTac Park. Other major victories included the inclusion of Port priorities in the Senate FY25 Transportation Appropriations bill and the Water Resources Development Act, as well as successful applications for millions of dollars in federal grants and Congressionally Directed Spending requests.

However, the November 2024 federal elections have resulted in a significant change in the political landscape in Washington, DC – leading to full Republican control of the White House and Congress in 2025. Therefore, it is highly likely that major aspects of the new federal government's policy agenda will diverge significantly from the Port's goals and priorities. Put another way, we are likely to be limited in our ability to push new policies, and will be focused significantly on advocating against policies that could negatively impact the Port and its constituents.

To that end, the Port's draft 2025 federal agenda is structured in a different way than past documents. Instead of a long list of proactive goals, the agenda includes a more limited list of opportunities for progress but also several areas that are potential risks or concerns. We anticipate a more balanced effort of both "offense and defense" in the year ahead.

Following Commission feedback on this draft legislative agenda, staff will revise and bring a final proposed agenda for full Commission approval. Staff will then begin engaging local and national partners to pursue the successful passage and implementation of these priorities.

Meeting Date: January 28, 2025

FEDERAL LEGISLATIVE AGENDA

I. Areas of Potential Progress

- a. **Extension of Sustainable Aviation Fuels Tax Credit:** Utilize Congressional discussions regarding making the Tax Cuts and Jobs Act permanent to secure an extension of the Clean Fuel Production Tax Credit from two years to ten years, in order to provide investment certainty to developers of sustainable aviation fuel (SAF) production and blending facilities.
 - i. Partner with airlines, refiners, farmers and others to ensure that this is seen as a bipartisan issue with energy independence and national security implications.
 - ii. Promote the **inclusion of alternative maritime fuels in the Clean Fuel Production Tax Credit** as well

- b. **Retention of Proposed Fiscal Year 2025 Appropriations Investments:** Work closely with Congressional leaders to ensure that any final fiscal year 2025 (FY25) appropriations legislation includes proposed investments that would benefit the Port, including:
 - i. **Funding to add 1,000 new Customs & Border Protection Officers**, including a focus on deploying a significant portion of these new staff to air and sea gateways.
 1. Work to leverage any major new Congressional investments in border security through a “reconciliation package” includes this funding as well
 - ii. **Funding for key Transportation Security Administration (TSA) programs**, including Transportation Security Compensation Program, the law enforcement officer (LEO) reimbursement program, the state/local canine law enforcement officer reimbursement program, and the TSA staffing of exit lanes.
 - iii. **Funding for a newly created Polyfluoroalkyl Substances (PFAS) Transition Grant Program**, as authorized in the 2024 FAA Reauthorization Act, to help airports with the transition to these new foams, including the costs of replacing or cleaning current equipment.

- c. **Implementation of Congressionally Approved Policies:**
 - i. **Ensure FAA implementation of the four StART Priorities included in the 2024 FAA Reauthorization legislation**, including the provision directing a study of ultrafine particles from aircraft engines; a report on federal programs and policies relating to adding airport capacity; the development of a deadline and a stakeholder advisory group for the FAA’s Noise Policy Review.
 - ii. Ensure implementation of FY25 Senate Appropriations Committee report language that directs the FAA to **allow certain airports to use existing federal funding to repair or replace federally funded sound insulation** in near-airport residences.

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- iii. Ensure implementation of language in the 2024 Water Resources Development Act's House Committee report that **clarifies the ability of ports to support approval and creation of mitigation banking sites.**
 - iv. Ensure continued **implementation of the HMT reform provisions** in the Water Resources Development Act of 2020.
 - v. Support **design of the West Waterway portion of the Seattle Harbor Navigation Improvement Project**, which will deepen the federal channels serving T-5 in Seattle Harbor.
 - 1. Pursue approvals for early action to remove high spots in the waterway.
 - 2. Reach agreement with the US Army Corps of Engineers to develop a plan to **begin design on the East Waterway portion** of the project.
 - vi. Continue to push for Joint Base Lewis-McChord to be selected for the SAF pilot included in the 2022 NDAA, as a means to further develop a regional SAF ecosystem.
 - vii. Support **flexibility in Buy America** and other domestic preference requirements to provide time for US manufacturers to achieve the scale needed to meet new demand for port equipment, including zero-emissions equipment, and to make their production lines compliant with federal requirements.
- d. Pursuit of Grant Funding:** Work closely with federal partners to successfully apply for grant funding from relevant, existing federal programs like the Airport Terminal Grant (ATG) Program, the Airport Infrastructure Grant (AIG), RAISE, INFRA, and the Port Infrastructure Development Program (PIDP).
- i. Support local partner grants that are aligned with Port goals and interests, particularly the Northwest Seaport Alliance.
 - ii. Investigate opportunities to apply for federal cybersecurity grant funding.
- e. Advocacy for Other Bipartisan or Nonpartisan Opportunities**
- i. **Ensure strong SAF support in the 2025 Farm Bill**, including the proposed "Farm to Fly" Program to foster the capacity of alternative fuels to expand fuel resources for the aviation sector, bolster rural development and create new markets for America's farmers.
 - ii. Work with Congressional leaders to support policies and programs that can **enhance domestic ship building capacity** – particularly related to vessels that can utilize alternative maritime fuels and/or help transport clean energy like offshore wind turbines.
 - iii. Continue progress with federal agency partners to identify **in-water permitting solutions that account for the needs and unique characteristics of Port operations.**
 - iv. **Promote alternative maritime fuels**, including hydrogen, as key sources of energy independence for the country.
 - v. Support key pieces of legislation that **advance the offshore wind industry**, particularly in ways that create opportunities for the Pacific Northwest to become a leader in manufacturing, assembly, deployment, and maintenance.

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- vi. Support **major permitting reform legislation** that makes it easier to site new clean energy facilities.

II. Areas of Potential Concern

a. Highlight Risks of New Policies to Port Business, Operations and Employees

- i. Express the need for **trade enforcement actions such as tariffs and quotas to be carefully and narrowly targeted** to address problems and minimize the unintended impacts on American producers and consumers.
 - 1. Advocate for productive engagement and negotiations that ensure a fair and level playing field for mutually beneficial trade.
- ii. Be a leading voice on **immigration policies that ensure the Port, its partners, and its customers have the workforce to succeed** in the global economy, and that immigrants and refugees are actively included in the opportunities that our region's economy provides.
 - 1. Take steps to support workers and travelers impacted by changes in immigration policy
 - 2. Take all available steps to limit the use of Port facilities for immigration detention and deportation
- iii. Be a strong advocate for **keeping the United States open to travelers and visitors from throughout the world**, without discrimination based on specific individual characteristics
- iv. Push back against **policies that would limit the Port's ability to pursue equity, diversity and inclusion efforts** throughout our organization, or would limit our access to federal dollars because of those efforts.
- v. Advocate on behalf of Port employees who might be negatively impacted by **proposed changes in federal policy that limit their access to healthcare, their free speech rights, or their ability to engage politically** without fear of retribution

b. Support Retention of Key Programs Despite Significant Non-Defense, Discretionary Spending Cuts:

- i. Advocate for the **retention of the Inflation Reduction Act's (IRA) Alternative Fuel and Low-Emission Aviation Technology Program**
- ii. Support full **federal funding for research on SAF**, as well as for feedstock processing and fuel production facilities, from agencies including the U.S. Departments of Defense (DoD), Agriculture, Energy and Transportation.
- iii. Support full **funding for the U.S. Environmental Protection Agency's (EPA) Diesel Emissions Reduction Act (DERA) program.**
- iv. Advocate for full **funding for Puget Sound restoration and Southern Resident Killer Whale (SRKW) protection**, including funding to support habitat restoration, to sustain Chinook salmon populations and other species critical to SRKW recovery, to help clean up legacy sources of contaminants that affect SRKW, to better understand and reduce impacts of vessel- and marine construction-related underwater noise, and to manage stormwater runoff.
- v. Support full **funding for regulatory staff for the U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration (NOAA) Fisheries and the**

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- U.S. Fish and Wildlife Service** to reduce permit and mitigation bank approval backlogs.
- vi. Support full **funding for continued federal operation and maintenance of the Hiram M. Chittenden Locks.**
 - vii. Support full **funding for the HMT “donor port” program** authorized under Section 2106 of the 2014 Water Resources Reform and Development Act.
 - viii. Support continued **federal support for high-speed rail planning and infrastructure.**

ATTACHMENTS TO THIS PRESENTATION -

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

- January 23, 2024 – The Commission approved the 2024 Federal Legislative Agenda.
- January 24, 2023 – The Commission approved the 2023 Federal Legislative Agenda.
- January 25, 2022 – The Commission approved the 2022 Federal Legislative Agenda.
- January 12, 2021 – The Commission approved the 2021 Federal Legislative Agenda.
- January 28, 2020 – The Commission approved the 2020 Federal Legislative Agenda.
- December 10, 2018 – The Commission approved the 2019 Federal Legislative Agenda.
- January 9, 2018 – The Commission approved the 2018 Federal Legislative Agenda.

Draft Federal Legislative Agenda for 2025

Briefing to Port of Seattle Commission
January 28, 2025

Eric Schinfeld, Sr. Manager, Federal & International Government Relations, Port of Seattle

Overview

- 2024 Key Accomplishments & 2025 Outlook
- Overview of Draft 2025 Policy Priorities
 - Areas of Potential Progress
 - Areas of Potential Concern
- Next steps
 - Incorporate Commission feedback
 - Seek Commission adoption at 2/11/25 meeting

2024 Successes

- **Inclusion of Key StART Priorities in Final FAA Reauthorization:**
 - U.S. Representative Adam Smith’s Protecting Airport Communities from Particle Emissions Act
 - Creating a clear process and deadline for review and action on the FAA’s 65 DNL noise contour metric
 - Extension of the FAA’s Environmental Mitigation Pilot Program
 - FAA guidance for new regional airport capacity
- **Inclusion of Flexibility for Airport Owned Parks in Final Versions of FAA Reauthorization**
 - Provides SEA the option to sell or preserve certain park parcels, even if federal dollars were used for their purchase
- **Passage of WRDA**
 - Deauthorization of a portion of the federal waterway next to Terminal 25 South
 - Clarifies that USACE can accept Port money to help expedite mitigation banking permits.
 - Increases the maximum depth of the 50% federal cost share for deepening projects from 50 feet to 55 feet
 - Directs USACE to expedite the completion of a Chief's Report for East Waterway deepening project.
- **Passage of MARAD Reauthorization**
 - Includes PIDP for cruise shore power and “seafood cargo” infrastructure

Impactful Progress on Current Port Priorities

2024 Successes Con't.

- **FY25 Senate Transportation Appropriations Committee Guidance**
 - Includes language directing FAA to allow federal fund to be used for sound insulation repair or replacement
- **EPA Clean Ports Program Planning Grant**
 - \$3 million to study alternative maritime fuels development and harbor craft electrification
- **Congressionally Directed Spending**
 - \$800,000 for a Seattle Waterfront Sea Level Rise Resiliency Study
 - \$800,000 to replace the Pier 86 Grain Terminal switcher locomotive
- **Additional DCA Service**
 - Supported successful efforts to add direct service from SEA to Ronald Reagan Washington National Airport

Impactful Progress on Current Port Priorities

2025 Outlook

- Full Republican control in Washington, DC: White House, Senate, and House of Representatives
 - 53 to 47 Republican Majority in the Senate
 - 220*-215 Republican Majority in the House (*likely 217 for the first few months)
- Small Congressional majorities mean limited opportunity for major legislation, although passage of the Laken Riley act shows an appetite for bipartisan immigration legislation
 - Expect significant action by Executive Order and agency regulation
- Republicans are aiming for one or two “reconciliation packages” in 2025 that can be passed by party line votes
 - Focus will be on border, energy, defense, tax and trade
 - Will also include repeal of some IRA provisions and funding

2025 Outlook Con't.

- Top Administration priorities include:
 - Immigration restrictions/deportations
 - Budget cuts
 - Tariffs
 - Regulatory reform & Permitting reform
 - Tax cuts
- Likely to be deemphasized/actively rolled back:
 - Environmental considerations/policies
 - New grant programs
 - Non-defense spending
 - Equity efforts/"DEI"
 - Other social/cultural issues that could impact employees (abortion, transgender rights, vaccine access, free speech)

2025 Executive Orders & Presidential Actions To-Date

- Removed TSA Administrator and Coast Guard Commandant from their posts
 - FAA Administrator voluntarily resigned
 - No nominee for these three roles yet
- 42 Executive Orders on Inauguration Day, including:
 - Halting Disbursement of IRA and IJA Funds
 - Ending all federal “DEI programs and funding”
 - Instituting an “emergency” at the US Southern Border
 - Halting new offshore wind leases
 - Re-establishing the “travel ban”
 - Halting refugee admissions
 - Declaring a National Energy Emergency, including changes to NEPA
 - Withdrawing from the Paris Climate Agreement
 - Opening up Alaska to more drilling, including in ANWR

Opportunities for Progress

- I. **Extension of Sustainable Aviation Fuels Tax Credit (and potentially inclusion for alternative maritime fuels)**

- II. **Retention of Proposed FY25 Investments**
 - 1) Funding to add 1,000 new Customs & Border Protection Officers, including for air and sea gateways
 - 2) Funding for key Transportation Security Administration (TSA) programs
 - 3) Funding for a new PFAS Transition Grant Program

- III. **Implementation of Congressionally Approved Policies**
 - 4) FAA implementation of the four StART Priorities included in the 2024 FAA Reauthorization legislation
 - 5) Implementation of Senate report language directing FAA to allow certain airports to use existing federal funding to repair or replace federally funded sound insulation in near-airport residences
 - 6) Implementation of language clarifying that ports can support processing of mitigation banking applications
 - 7) Implementation of HMT reform
 - 8) West Waterway and East Waterway progress
 - 9) SAF pilot included in the 2022 NDAA
 - 10) Flexibility in Buy America and other domestic preference requirements

Opportunities for Progress Con't.

I. Pursuit of Grant Funding

II. Advocacy for Other Bipartisan or Nonpartisan Opportunities

- 1) Ensure strong SAF support in the 2025 Farm Bill, including the proposed “Farm to Fly” Program
- 2) Enhance domestic ship building capacity – particularly related to vessels that can utilize alternative maritime fuels and/or help transport clean energy like offshore wind turbines.
- 3) Continue progress with federal agency partners to identify in-water permitting solutions
- 4) Promote alternative maritime fuels, including hydrogen
- 5) Support key pieces of legislation that advance the offshore wind industry
- 6) Support for major bipartisan permitting reform, including for siting new clean energy facilities

Areas of Concern

I. Highlight Risks of New Policies to Port Business, Operations and Employees

- I. Push for tariffs to be carefully and narrowly targeted
- II. Be a leading voice on immigration policies
- III. Be a strong advocate for keeping the United States open to travelers and visitors from throughout the world
- IV. Push back against policies that would limit the Port's ability to conduct equity, diversity and inclusion efforts
- V. Advocate on behalf of Port employees who might be negatively impacted by proposed changes that limit their access to healthcare, their free speech rights, or their ability to engage politically without fear of retribution

II. Support Retention of Key Programs Despite Significant Non-Defense, Discretionary Spending Cuts

- I. Retention of the Alternative Fuel and Low-Emission Aviation Technology Program
- II. Funding for research on SAF
- III. Funding for the EPA DERA program.
- IV. Funding for Puget Sound restoration and Southern Resident Killer Whale protection
- V. Funding for federal regulatory and permitting staff
- VI. Funding for the Hiram M. Chittenden Locks
- VII. Funding for the HMT "donor port" program
- VIII. Federal support for high-speed rail planning and infrastructure

Next Steps

- **Today** – Commission briefing in public session
- **Now through February 11, 2025** – Incorporate feedback received
- **February 11, 2025** – Ask Commission for adoption in public session
- **February 2025** – Meetings with Congressional offices to distribute agenda and share priorities
- **March – December 2025** – Commissioners and Port Executives participation in DC advocacy

Questions?