



## COMMISSION REGULAR MEETING AGENDA

September 27, 2022

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](https://meetings.portseattle.org). To listen live, call in at +1 (425) 660-9954 or (833) 209-2690 and Conference ID 857 638 488#

### 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 noon – 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

4a. Swearing in of Port of Seattle Chief of Police (**no enclosure**)

#### 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 on items related to the conduct of the Port will have the opportunity to:

**1) Deliver public comment via email:** All written comments received by email to [commission-public-records@portseattle.org](mailto:commission-public-records@portseattle.org) will be distributed to commissioners and attached to the approved minutes.

**2) Deliver public comment via phone or Microsoft Teams conference:** To take advantage of this option, please email [commission-public-records@portseattle.org](mailto:commission-public-records@portseattle.org) with your name and the topic related to the conduct of the Port you wish to speak to by 9:00 a.m. PT on Tuesday, September 27, 2022. (*Please be advised that public comment is limited to port-related topics 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 items related to the conduct of the Port.

**For additional information**, please contact [commission-public-records@portseattle.org](mailto:commission-public-records@portseattle.org).

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

- 8a. Approval of Minutes of the Regular Meeting of September 13, 2022. **(no enclosure)**
- 8b. Authorization for the Executive Director to Proceed with Design of the Baggage Claim 15 and 16 Replacement Project at Seattle-Tacoma International Airport in the Amount of \$3,592,000. (CIP # C801127) **(memo and presentation enclosed) (p.4)**
- 8c. Authorization for the Executive Director to Proceed with the Radio Microwave Redundancy Loop Project; to Execute Contract(s) for Hardware, Software, and Services; and to Execute up to Three Leases for Port Capacity on Microwave Towers, for a Total Project Cost Not-to-Exceed \$2,500,000 and 5-Year Lease Costs Estimated at \$840,000. (CIP # C801263) **(memo enclosed) (p.15)**
- 8d. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement (CBA) Between the Port of Seattle and the International Association of Firefighters, Local 1257, Representing Firefighters at the Port of Seattle Covering the Period from January 1, 2022, through December 31, 2024. **(memo and agreement enclosed) (p.19)**
- 8e. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement (CBA) Between the Port of Seattle and Teamsters Local 117 Representing Parking Services Revenue Representatives in Our Aviation Landside Operations Department, Covering the Period from June 1, 2022, Through May 31, 2023. **(memo and agreement enclosed) (p.75)**
- 8f. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement (CBA) Between the Port of Seattle and Teamsters Local 117 Representing Employee Parking Bus Drivers in our Aviation Landside Operations Department, Covering the Period from June 1, 2022, Through May 31, 2023. **(memo and agreement enclosed) (p.150)**
- 8g. Authorization for the Executive Director to Execute a Contract Extension with Everbridge for Emergency Notification Software for a Period Not-to-Exceed Five Years in an Amount Not-to-Exceed \$400,000 Over a Five-Year Period. **(memo enclosed) (p.229)**
- 8h. Commission Determination that a Competitive Process is Not Appropriate or Cost Effective and Exemption of Contract from a Competitive Process Consistent with RCW 53.19.020; and Authorization for the Executive Director to Execute a Contract(s) with Okamoto Strategies, Smith Global, and Ken Johnsen, in an Amount Not-to-Exceed \$300,000, for the Port's Maritime Independent External Review Panel. **(memo enclosed) (p.230)**
- 8i. Authorization for the Executive Director to Increase Funding for the Interim Westside Fire Station Project, at Seattle-Tacoma International Airport, by \$300,000, for a New Total of \$10,388,000, to Complete Improvements to the Building Prior to Occupancy. (CIP# C800876) **(memo enclosed) (p.235)**
- 8j. Authorization for the Executive Director to Execute a Contract for Natural Gas Supply to the Seattle-Tacoma International Airport (SEA) in the Amount of \$12,000,000. **(memo enclosed) (p.237)**

- 8k. Authorization for the Executive Director to Execute a contract in the Amount of \$3,500,000 for Contracted Law Enforcement Services. ([memo enclosed](#)) (p.241)

**9. UNFINISHED BUSINESS**

**10. NEW BUSINESS**

**11. PRESENTATIONS AND STAFF REPORTS**

- 11a. Port - Aquarium Strategic Relationship Briefing. (p.246)  
([memo](#), [agreement](#), [previously adopted order](#), [presentation 1](#) and [presentation 2](#) enclosed)
- 11b. 2023 Central Services Preliminary Budget and Portwide Rollup Briefing  
([memo](#) and [presentation](#) enclosed) (p.312)
- 11c. South Concourse Evolution Project Briefing ([memo](#) and [presentation](#) enclosed) (p.361)

**12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS**

**13. ADJOURNMENT**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8b

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 16, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Eileen Francisco, Director, Aviation Project Management Group  
Keri Stephens, Director, Aviation Facilities and Capital Program

**SUBJECT: Baggage Claim 15 & 16 Replacement Project Design Authorization (CIP # C801127)**

**Amount of this request:** \$3,592,000

**Total estimated project cost:** \$14,325,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to proceed with design of the Baggage Claim 15 & 16 Replacement project at Seattle-Tacoma International Airport. The amount requested under this authorization is \$3,592,000.

**EXECUTIVE SUMMARY**

Baggage claims 15 & 16 are the oldest claim devices originally installed between 1975-1985 and rebuilt in 1998. They are beyond their useful life and require extensive maintenance. This project will replace the existing flat plates with slope plate devices that match the rest of the baggage claim and improve reliability.

This project will also solve a safety concern in the bag well by installing the new claim input belts closer to the existing wall to allow for a wider tug driving lane. This creates space for the airline employees to drop off baggage onto the claim device input belt.

An additional benefit of the project is 1,000 square feet of tenant space build out in the bag claim area that will meet our tenant business needs.

**JUSTIFICATION**

The existing baggage claims 15 & 16 are flat plate devices and are well beyond their useful life of 15 years. They are both outdated, multiple components are showing signs of needing replacement, and require customized parts for repairs. Replacement parts for these devices are not readily available due to the age and have a 2–3-week lead time for fabrication. If the Maintenance shop does not have the parts on hand or there are too many part failures, then the claim device will be unavailable until the parts are received. New devices are quieter and have better aesthetics while also being more energy efficient with improved controls.

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To solve safety concerns, the project will install the new feed belts closer to the existing wall increasing the total drive lane width by approximately 14 inches, for safer operations. The addition of tenant lease space will allow for future tenant operations in the bag claim area to meet business needs.

**Diversity in Contracting**

The project will utilize an existing indefinite definition/indefinite quantity (IDIQ) baggage handling systems design contract with a 10% women and minority business enterprises (WMBE) goal.

**DETAILS**

The project will replace the existing baggage claims 15 & 16 with updated slope plate devices. This includes all feed conveyor, fire security doors, and controls. The project will also build out 1,000 square feet of move in ready tenant lease space. Total project costs are estimated to be \$14,325,000 with \$3,667,000 for the design phase.

**Scope of Work**

The scope of work will include the following:

- (1) Design and construct new baggage claim devices 15 & 16;
- (2) Modify existing HVAC to allow for conveyor right of way;
- (3) Patch wall penetrations for existing baggage claim 15 & 16 devices (4 locations);
- (4) Design and replace baggage claims 15 & 16 with slope plate devices;
- (5) Reconfigure feed conveyor to transport baggage from the ceiling;
- (6) Increase overall bag claim capacity by allowing for bags to be double stacked on the claim devices;
- (7) Improve bag well tug traffic safety by moving the drop off belt closer to the wall for both claims, creating a wider drive lane; and
- (8) Create new tenant lease space for future tenants.

**Schedule**

*Activity*

Design start	2022 Quarter 4
Commission construction authorization	2023 Quarter 4
Construction start	2024 Quarter 2
In-use date	2025 Quarter 2

**Cost Breakdown**

	This Request	Total Project
Design	\$3,592,000	\$3,667,000
Construction	\$0	\$10,658,000
<b>Total</b>	<b>\$3,592,000</b>	<b>\$14,325,000</b>

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**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Do not proceed with this project.

Cost Implications: \$0

Pros:

- (1) Lowest cost alternative.
- (2) No construction in the bag claim area and no impact to claim capacity.

Cons:

- (1) Equipment condition will continue to be a concern with an increasing risk of failure.
- (2) No improvement to bag well operation safety conditions.
- (3) Does not add tenant lease space

This is not the recommended alternative.

**Alternative 2** – Replace claims 15 & 16.

Cost Implications: \$14,325,000

Pros:

- (1) Replaces the oldest baggage claim devices to reduce maintainability and increase reliability.
- (2) Increases tug traffic safety in the bag well
- (3) Creates more tenant lease space.

Cons:

- (1) Impact to operations while replacing.

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

<b><i>Cost Estimate/Authorization Summary</i></b>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$11,000,000	\$0	\$11,000,000
Budget increase	\$3,325,000	\$0	\$3,325,000
Revised estimate	\$14,325,000	\$0	\$14,325,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$75,000	\$0	\$75,000
Current request for authorization	\$3,592,000	\$0	\$3,592,000
Total authorizations, including this request	\$3,667,000	\$0	\$3,667,000
Remaining amount to be authorized	\$10,658,000	\$0	\$10,658,000

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The original estimate of \$11,000,000 was from 2020 and included only replacing baggage claims 15 & 16. This project was on hold until Q2 2022 with a current revised estimate of \$14,325,000. The increase in estimated cost is due to the changes in escalation since the 2020 estimate and the addition of the tenant lease space.

**Annual Budget Status and Source of Funds**

This project, CIP C801127, was included in the 2022-2026 capital budget and plan of finance with a budget of \$11,000,000. A budget increase of \$3,325,000 was transferred from the Aeronautical Allowance C800753 resulting in a zero net change to the Aviation capital budget. The funding sources will be the Airport Development Fund (ADF) and revenue bonds. This project (with the revised budget) received Majority-In-Interest (MII) approval from the airlines.

**Financial Analysis and Summary**

Project cost for analysis	\$14,325,000
Business Unit (BU)	Baggage
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$.04 in 2026

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

# C801127

## Baggage Claim 15 & 16 Replacement

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# Project Purpose / Scope

## Purpose:

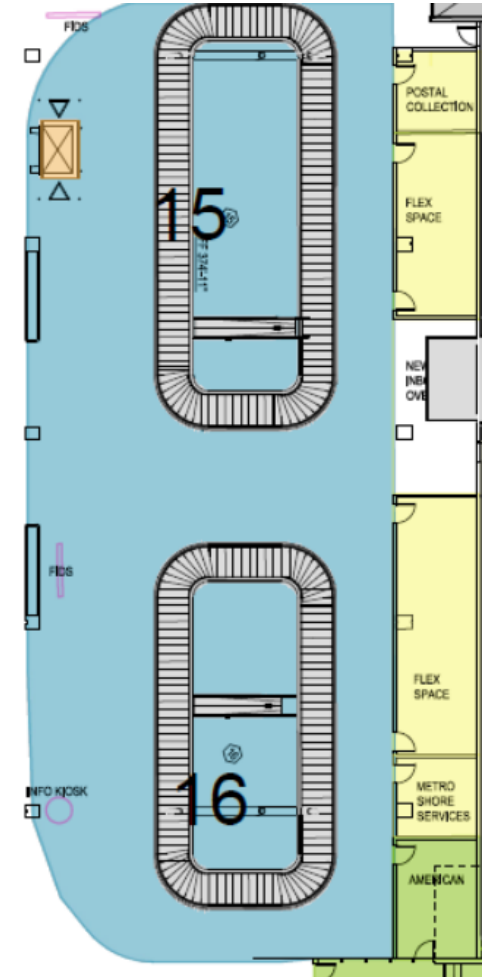
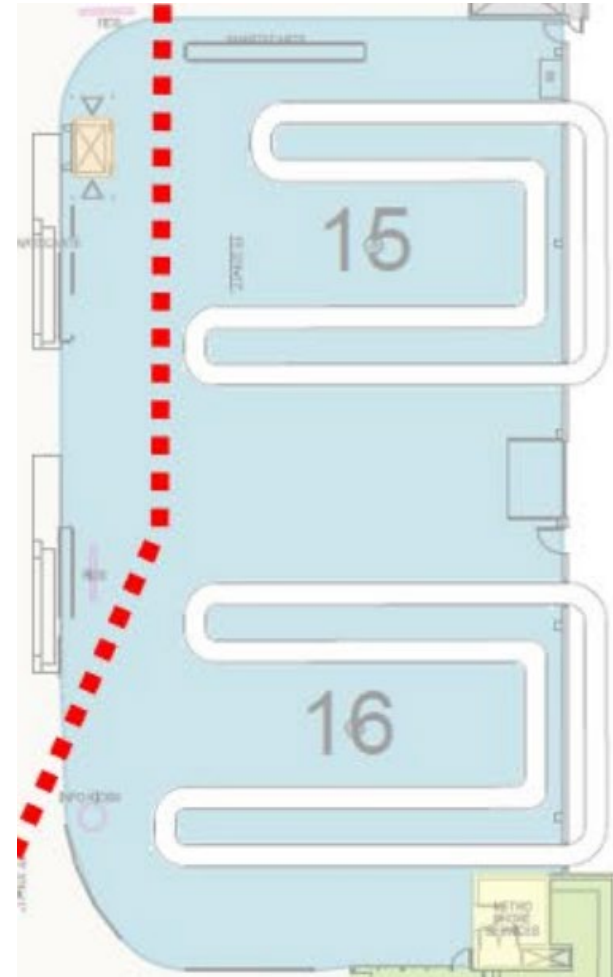
- Replace the oldest baggage claim devices 15 & 16.
- Reduce maintainability and reliability issues due to equipment age.
- Increase tug lane width in the bag well to improve safety during drop off.
- Creates additional tenant lease space.

## Scope:

- Design and construct replacement of baggage claims 15 & 16 flat plate devices with updated slope plate devices.
- Build 1000sf of flex space in the bag claim area for future tenants.

# Existing Claims vs Concept

- Existing claims 15 & 16 have a total of 492 linear feet of claim frontage
- Proposed slope plate design has 338 linear feet of claim frontage
- Slope plate width is 5' which allows for double stacked bag storage, increasing overall capacity



# Preliminary Schedule

Event	Date
Commission Authorization for Design	Q3 2022
Commission Authorization for Construction	Q4 2023
Construction Begin (Notice to Proceed)	Q2 2024
Construction Completion (Substantial Completion)	Q2 2025

# Preliminary Budget

Phase	Cost
Design	\$3,667,000
Construction	\$10,658,000
Total	\$14,325,000

# Project Benefits

- ✓ Replaces the oldest baggage claim devices
- ✓ Reduces maintainability and reliability issues
- ✓ Increases tug traffic safety in the bag well
- ✓ Creates more tenant lease space

# Thank You!



# SEA

Seattle-Tacoma  
International  
Airport

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Port of Seattle

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[RETURN TO AGENDA](#)



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8c

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE :** September 16, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Mike Tasker, Director, Aviation Maintenance  
Krista Sadler, Director Technology Delivery

**SUBJECT: Radio Microwave Redundancy Loop (CIP #C801263)**

**Amount of this request:** \$2,500,000

**Total estimated project cost:** \$2,500,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to 1) proceed with the Radio Microwave Redundancy Loop project; 2) execute contract(s) for hardware, software, and services; and 3) execute up to three leases for Port capacity on Microwave Towers for a total project cost not to exceed \$2,500,000 and 5-year lease costs estimated \$840,000.

**EXECUTIVE SUMMARY**

This project will add up to three Radio Microwave sites to create a loop topology between tower sites to ensure connectivity in the event of an incident that takes a tower out of commission. With the tower loop design, each site will have multiple pathways to get to the prime site at Seattle-Tacoma International Airport (SEA). In addition, the project will activate a backup, virtual prime site to protect against issues with the SEA prime site. Capital costs for the buildout of the three new sites and the activation of the backup site are \$2,500,000. Lease costs for space on new tower sites or additional capacity on current sites is estimated at \$840,000 over five years.

The Port of Seattle operates its own mixed-mode radio network that is a vital communication system. It includes over 1900 radios and dispatch consoles for the Port Public Safety departments, Aviation Operations, Aviation and Maritime Maintenance, Aviation and Maritime Security and Emergency Preparedness teams who rely heavily on the radio system for day-to-day operations and incident response. It is also the critical communication link for mutual aid responders within adjacent jurisdictions who will come into the Port’s radio coverage area to aid during emergencies.

Our current towers operate serially to send radio communications to the Prime site at SEA. If a single link is lost, at least one site and possibly more, depending on where the break is, will lose

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connectivity. This will reduce our radio coverage area and potentially leave radio users in the field unable to communicate with dispatchers and other radio users until the link is restored.

**JUSTIFICATION**

With the current serial tower design, if there is a tower taken offline for any reason, all radio communication is down for radios served by that site or sites beyond. While there are work arounds for planned outages, they require significant coordination. A full transition to a backup system, could take several days. In addition, the first mitigation for a north end outage is to utilize the City of Seattle radio network. If they are also experiencing outages from similar threats, the outages could be much longer.

***Diversity in Contracting***

Project staff will work with the Diversity in Contracting Department to determine if a direct women-and-minority-owned business enterprise (WMBE) aspirational goal should be assigned. It is expected that opportunities will be limited for this proprietary system.

**DETAILS**

***Scope of Work***

- (1) Procurement of equipment and services from Motorola, our radio vendor
- (2) Design and installation of new sites
- (3) Testing and activation of the virtual prime site for further redundancy

***Schedule***

Commission authorization	2022 Quarter 3
Contract Completion	2022 Quarter 4
Design and Site Identification Completion	2023 Quarter 2
In-use date	2024 Quarter 1

***Cost Breakdown***

	This Request	Total Project
Equipment and Implementation Services	\$2,100,000	\$2,100,000
Port Labor	\$400,000	\$400,000
<b>Total</b>	<b>\$2,500,000</b>	<b>\$2,500,000</b>



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**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Create redundancy through duplicative Wide Area Network Connectivity between towers

Cost Implications: \$300,000 Capital; \$200,000 Five-year Recurring Cost

Pros:

- (1) Lower cost alternative

Cons:

- (1) This alternative requires a manual failover that could take 1-2 days for activation.

This is not the recommended alternative.

**Alternative 2** – Build Radio System redundancy by creating a loop topology with additional tower sites

Cost Implications: \$2,500,000 Capital; \$900,000 Five-year Recurring Cost

Pros:

- (1) An entire site can be removed from the loop and the other sites would remain connected to the SEA prime site, resulting in no loss of radio communication capabilities.
- (2) If the SEA prime site goes down, we will have full redundancy with our virtual prime site.

Cons:

- (1) Higher cost alternative

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

<b><i>Cost Estimate/Authorization Summary</i></b>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$2,500,000	\$0	\$2,500,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$0	0	\$0
Current request for authorization	\$2,500,000	0	\$2,500,000
Total authorizations, including this request	\$2,500,000	0	\$2,500,000
Remaining amount to be authorized	\$0	\$0	\$0

***Annual Budget Status and Source of Funds***

This project was included in the 2022-2026 Corporate capital budget and plan of finance for \$2,500,000 in CIP# C801263. The project will be funded with 82.1% Airport Development Fund and \$17.9% General Fund.

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***Financial Analysis and Summary***

Project cost for analysis	\$2,500,000
Business Unit (BU)	Administrative for allocation to Aviation
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	Less than \$0.01 in 2024
CPE Impact	

***Future Revenues and Expenses (Total cost of ownership)***

The Port will need up to three new site leases for microwave tower space at an estimated cost of \$144,000 annually. In addition, new capacity may be required at existing microwave towers that could increase annual costs by \$24,000 for a total annual cost of \$168,000 and five-year costs of \$840,000. Annual costs will be included in the Aviation Maintenance Operating Budget.

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8d

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 8, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Mikel O’Brien, Interim Senior Director of Labor Relations  
Milton Ellis, Labor Relations Manager

**SUBJECT: New Collective Bargaining Agreement between the Port of Seattle and the International Association of Firefighters, Local 1257, representing Firefighters at the Port of Seattle**

**Total Port Cost Increase for the Duration of the Agreement: \$2,967,985**

**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 Association of Firefighters, Local 1257, representing Firefighters at the Port of Seattle covering the period from January 1, 2022, through December 31, 2024.

**EXECUTIVE SUMMARY**

Good faith bargaining between the International Brotherhood of Teamsters, Local 1257, representing Firefighters and the Port of Seattle resulted in a fair collective bargaining agreement consistent with Port’s priorities.

The IAFF, Local 1257 Firefighters bargaining unit consists of 92 employees consisting of 66 Firefighters, 17 Captains, 5 Battalion Chiefs, 1 Fire Alarm Inspector, 1 Fire Mechanic, 1 Training Chief and 1 Fire Marshall. Members of the bargaining group provide Emergency Services for Aircraft Rescue Fire Fighting, Structural Fire Fighting, Emergency Medical Incidents, Hazardous Material Response, Confined Space Rescue, Fire Prevention Activities involving Building Inspection, Fueling Inspection, Construction Inspection and all other fire safety oversight for the Port of Seattle Properties on and around Sea-Tac Airport.

This agreement is for a three-year period from January 1, 2022, through December 31, 2024. The estimated total additional cost for increase is \$2,967,985.

Members of the bargaining group will receive a six and a half percent (6.5%) increase in wages in the first year of the agreement and a cost-of-living increase in the second and third year of the

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agreement. Members of the bargaining group also changed medical plans within Northwest Firefighters Trust by moving from a high premium low deductible health plan to a low premium high deductible health plan. The change resulted in saving for the Port, thereby allowing the Port to make contributions to a Voluntary Employees’ Beneficiary Association (VEBA) plan for Fighters in which members of the bargaining group who are employee only will receive an annual Port contribution of \$2,078 and members who are employee dependent will receive an annual Port contribution of \$4,078 to their VEBA account, which includes all administrative cost. All contributions will be used to offset medical expenses.

The total cost also includes a one hundred dollar (\$100) per month Port contribution to the Medical Expense Reimbursement Plan (MERP) of each employee in the bargaining unit effective the second year of the agreement. MERP contributions are accessible for Firefighters post retirement and are used to offset medical expenses. Day shift Battalion Chiefs will be paid the same as the Shift Battalion Chiefs under the agreement effective the second year of the agreement. This only impacted three members of the bargaining group. The seniority provision of the contract was modified to distinguish between lateral firefighters and new recruits. The holiday provision for Day Shift Firefighters was modified to include Martin Luther King holiday in exchange for one of the four floating holidays for Day shift Firefighters.

All other provisions in the collective bargaining agreement remain the same.

**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 – January 1, 2022, through December 31, 2024.

**FINANCIAL IMPLICATIONS**

***Wages***

Classification	Current Rate	Effective 1/1/22 Base Hourly Rate (6.5%)	Effective 1/1/23 Base Hourly Rate (Est. 3.0%)	Effective 1/1/24 Base Hourly Rate (Est. 3.0%)
Firefighter A	\$8,805/Month	\$9,377/Month	\$9,658/Month	\$9,948/Month
Captain	\$10,390/Month	\$11,065/Month	\$11,397/Month	\$11,739/Month
Battalion Chief	\$12,151/Month	\$12,941/Month	\$13,329/Month	\$13,729/Month

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***Wage***

Members of Local 1257 received a six and a half percent (6.5%) wage increase in the first year of the agreement. In addition, members of the bargaining group will also receive a cost-of-living increase in the second and third year of the agreement.

***Health and Welfare***

Members of the bargaining group are currently enrolled in the Northwest Firefighters Trust, Plan 100, medical insurance plan which is a high premium, low deductible plan. Effective the second year of the agreement, members of the bargaining group will move to NWFFT medical plan 1500 which is a low premium, high deductive medical plan resulting in savings for the Port. Members of the bargaining group will also enroll in a VEBA plan effective the second year of the agreement where the Port will make annual contributions of \$2,078 per single employee and \$4,078 per employee dependent, which includes all administrative cost.

There was no increase in health insurance in the first year of the agreement. There is an estimated five percent increase in health insurance in the second and third year of the agreement. Members of the bargaining group are currently contributing a range between \$0 for employee only and \$126.84/month for full family toward the cost of their medical insurance. Effective the second year of the agreement, members of the bargaining group, except for employee only, will commence making a ten percent (10%) monthly premium contribution toward the cost of health insurance.

***Other Changes***

- Effective the second year of the agreement, the Port will contribute one hundred dollars (\$100) per month per employee toward the Medical Expense Reimbursement plan (MERP) for Firefighters. Firefighters will be able to use the savings associated with the MERP contributions to offset medical expenses post retirement.
- Effective the second year of the agreement, the Battalion Chief day shift rate will be the same as the Battalion shift rate. This change will impact three Day Shift Battalion Chiefs.
- The seniority provision of the contract was modified to distinguish between lateral firefighters and new recruits.
- The holiday provision for Day Shift Firefighters was modified to include Martin Luther King holiday in exchange for one of the four floating holidays for Day shift Firefighters.

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<b>Cost Impact \$</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Benefits</b>	\$0	-\$25,485	\$53,003
<b>Total New Money</b>	\$656,700	\$305,980	\$385,926
<b>Total Cumulative Cost</b>	\$656,700	\$962,680	\$1,348,605

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$2,967,985.

**ATTACHMENTS TO THIS REQUEST**

1. Collective Bargaining Agreement

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None.

PORT OF SEATTLE AND LOCAL 1257, FIREFIGHTERS, CONTRACT SETTLEMENT

**COLLECTIVE BARGAINING AGREEMENT**

**BY  
AND  
BETWEEN**

**THE PORT OF SEATTLE**



**AND**

**THE PORT OF SEATTLE FIREFIGHTERS**



**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL UNION NO. 1257**

**JANUARY 1, ~~2021-2022~~ - DECEMBER 31, ~~2021~~2024**

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## **PREAMBLE**

This agreement is between the **International Association of Firefighters Union, Local #1257** (hereinafter referred to as the “**Union**”) and the **Port of Seattle** (hereinafter referred to as the “**Port**”). The purpose of the Union and the Port entering into this agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of Fire Department functions, morale, safety, and security of bargaining unit employees, and harmonious relations, giving full recognition to the rights and responsibilities of the Port, the Union, and the employees, and to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department.

## **ARTICLE 1 – RECOGNITION**

Section 1.01 The Port recognizes the Union as the sole and exclusive bargaining agent for all uniform employees of the Fire Department up to and including the rank of Battalion Chief. The Fire Chief and Assistant Chiefs are excluded from the unit as are all other non-uniform personnel.

Section 1.02 In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. A Business Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

## **ARTICLE 2 - UNION MEMBERSHIP & DUES**

### **Section 2.1 – Union Membership**

The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) days business days from date of hire.

A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union’s payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee’s signed payroll deduction authorization form regarding cancellation have been met. The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

## **Section 2.2 – Dues Deduction**

The Port agrees to make a deduction from the paycheck of each member covered by this agreement who has so authorized it by signed notice submitted to the Port, limited to the Union initiation fee, and regular monthly dues, ~~or the service charge equivalent of monthly dues~~. The Port shall transmit such fees to the Union once each month on behalf of the members involved. If a deduction error is identified, the error will be addressed as soon as practicable.

## **Section 2.3 – Indemnification**

The Union agrees to indemnify, defend, and hold harmless the Port against any claims made and against any suit instituted against the Port on account of any collection of dues for the Union. The Union agrees to refund to the Port any amounts paid to it in error on account of the collection provision upon presentation of proper evidence thereof.

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1 – Union Membership**

There shall be no discrimination, interference, restraint, or coercion by the Port against any employee for activity on behalf of, or membership in, the Union.

### **Section 3.2 – Equal Employment Opportunity**

The Port and the Union will not tolerate Discrimination against any persons 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.

### **Section 3.3 – Affirmative Action**

The Port of Seattle (Fire Department), is a non-exempt Government Contractor subject to the requirements of Executive Order 11246, as amended and its implementing regulations at 41 CFR Chapter 60. The Port of Seattle Fire Department's commitment to Equal Opportunity and Affirmative Action covers all phases, terms and conditions of employment including: recruiting, hiring, placement, compensation, promotion, transfer, disciplinary measures demotions, layoffs, termination, testing, training, daily working conditions, awards, and benefits.

## **ARTICLE 4 - UNION BUSINESS**

### **Section 4.1 – Bulletin Board Space**

The Port shall provide one bulletin board for the use of the Union in each Fire Station at a

convenient location, accessible to employees.

### **Section 4.2 – Visitation Rights**

Authorized representatives of the Union shall be allowed reasonable access to visit work locations of the employees covered by this agreement at any reasonable time or location for the purpose of administering this agreement, investigating possible grievances, or other matters concerning employee-employer relations. Such access shall be permitted in a manner as not to interfere with the functions of the Department or the Port. This section shall apply within the constraints of Federal or State Regulations and Statutes.

### **Section 4.3 – Leave**

The employer shall make available to the Union a total of 144 hours of paid leave per annum for the purpose of allowing Union Officials to attend conventions, conferences, seminars and meetings related to contract administration or labor relations training provided that written notification from the Union President is received by the Fire Chief no more than ninety (90) days in advance with two (2) minimum days' notice. Only two persons per shift will be allowed to be in Union leave status at any point in time. The employer retains the right to restrict such leave when an emergency exists or such leave would cause a danger to public safety or such leave would knowingly cause overtime, at the time of request.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **Section 5.1 – Summary**

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 any and all exclusive rights concerning the Management and operation of the Department, except as specifically limited in the agreement. In exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or prerequisite to the Firefighter shall be changed, modified, or otherwise affected without concurrence of the Union.

### **Section 5.2 – Specific and Exclusive Management Rights**

Subject to the provisions of this agreement, the Port reserves the right:

- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- c. To direct and evaluate the performance of work;
- d. To determine the keeping of records;
- e. To determine the job content and/or job duties of employees, with the condition

- that job content and job duties are consistent with generally recognized Department functions;
- f. To determine methods, processes, means, and personnel necessary for providing service and Departmental operations, including but not limited to: determining the increase, diminution, or change of operations or fire equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment;
  - g. To control the Departmental budget, and if deemed appropriate by the Port, to implement reduction in force;
  - h. To schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;
  - i. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
  - j. To manage and operate its Departments except as may be limited by provisions of this Agreement and applicable law.

### **Section 5.3 – Incidental Duties Not Always Described**

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

### **Section 5.4 – Evaluation**

The Union and Management will jointly develop a performance evaluation form. The form will be mutually agreed upon by both parties through the Labor Management Committee. Once developed, any changes to the form must be agreed upon by both parties through the LMC.

## **ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE AND ACCIDENT REVIEW/SAFETY COMMITTEE**

### **Section 6.1 –Labor-Management Committee**

There shall be a Labor-Management Committee consisting of representatives appointed by the Union and representatives appointed by the Port. This article creates a communication process for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the Department as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of the labor agreement shall be excluded from consideration by the Labor-Management Committee under this article. Either the Union or the Port may initiate discussion subjects of a general nature affecting the employees of the Fire Department. A meeting of representatives of the Port and Union may be requested by either of the parties and they shall schedule such a meeting at a mutually agreeable time and place; provided that, during the term of this agreement, meetings shall normally be scheduled on a monthly or as needed basis. A proposed agenda shall be prepared jointly and distributed prior to each meeting. Minutes shall be taken and a copy shall be distributed among committee members.

## **Section 6.2 – Accident Review/Safety Committee**

There shall be an Accident Review/Safety Committee established and maintained as defined in the Firefighters Safety Standards of Washington State and will be led by the Training Division and comprised of the Battalion Chief of Training, one Captain, one Management Representative and two (2) of the four shift safety representatives. All members assigned to the Accident Review Committee shall be properly trained (i.e., L&I Accident Investigation Training) prior to conducting an accident investigation. No member on the Accident Review Committee shall be on the same shift, division, or supervise the member involved in the accident. The accident review committee shall conduct a no-fault accident review and submit their findings to the Fire Chief.

## **ARTICLE 7 - SENIORITY**

Seniority shall be retroactive to the date of employment in the Port of Seattle Fire Department bargaining unit after satisfactory completion of the probationary period. Seniority shall be broken only by separation from employment including resignation, discharge, medical separation, or retirement (except as provided by statute for duty disability retirement), or by layoff in excess of thirty-six (36) months.

Entry level ~~Employees~~ employees with the same seniority date shall be assigned to the seniority list in order of their final score ranking at the Port approved Recruit Academy. Lateral employees with the same seniority date shall be assigned to the seniority list in order of their final score ranking in the internal Port of Seattle Fire Department Academy. If a lateral employee is hired on the same date as an entry level employee, seniority shall be given to the lateral employee in recognition of their previous completion of the Recruit Academy and immediate entry into the workforce.

Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

## **ARTICLE 8 - PERSONNEL REDUCTION**

### **Section 8.1 – Layoff**

In the case of a personnel reduction the employee with the least seniority shall be laid off first except as indicated below. The employees shall be recalled in reverse order of layoff with the last laid off first recalled. An employee's seniority status and recall rights shall be retained for a period of thirty-six (36) months following layoff. The Port agrees to notify an employee a minimum of thirty (30) calendar days prior to layoffs.

### **Section 8.2 – Retention of Seniority and Recall Rights**

An employee's seniority status and recall rights shall be retained for a period of thirty-six (36)

months following layoff. Within thirty-six (36) months of a layoff, no new employees shall be hired until all laid-off employees have been sent a written recall notice by certified mail, return receipt requested, and given ample opportunity (within twenty-one (21) calendar days from time the notice was received or returned) to return to work. It is the responsibility of the employee to keep the Port informed of a current mailing address while on layoff.

An employee recalled shall return at the same classification held at the time of the layoff. All recalled employees may be required to attend a refresher course offered by the Department and pass the accompanying evaluation.

## **ARTICLE 9 - EMPLOYEE STATUS**

### **Section 9.1 – Written Notice**

The Port shall submit written notice to the Union of the following actions affecting employees: demotion, suspension, termination by type (retirement, disability, discharge for cause), and reduction in force.

### **Section 9.2 –Seniority List**

The Port shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this agreement.

## **ARTICLE 10 - DISCIPLINE AND DISCHARGE**

### **Section 10.1 – Progressive Discipline**

No employee shall be disciplined or discharged without just cause. Except as indicated in Section 10.4~~5~~ below or for gross misconduct, discipline shall be applied in a progressive manner with the emphasis on constructively improving the employee's performance rather than just providing punishment. In accordance with: Standards of Performance and Conduct, Corrective Action and Discipline, Port of Seattle HR-18.

### **Section 10.2 – Documentation Handling**

The Union shall be provided copies of disciplinary documentation including warning letters, written reprimands, letters of suspension or demotion, and notifications of discharge for cause. Such documentation shall be handled on a confidential basis.

### **Section 10.3 – Departmental Procedure**

The parties agree that discipline is a command function and that the Fire Department may institute

a disciplinary procedure separate from this agreement. Decisions on disciplinary matters where the discipline imposed involves discharge, suspension, demotion, or written reprimands shall be subject to the Grievance Procedure as outlined therein (See Article 13) except as provided in Section 10.45 below.

Additionally, the Union and the Port agree that abuses of the Port attendance policy shall not be condoned. The Union will cooperate with the Port to help assure that attendance standard is maintained.

#### **Section 10.4 - Workplace Responsibility Investigations:**

Prior to a Loudermill meeting, the IAFF may request a copy of the Workplace Responsibility investigative report and the Workplace Responsibility investigator's interview notes that resulted in sustained findings against the IAFF member that will be used for disciplinary purposes, provided the investigation commenced on or after January 1, 2021.

The Port will provide an unredacted copy of the Workplace Responsibility report to an authorized IAFF representative unless prohibited by law. The Port will also provide a copy of the interview notes unless the Port has concerns regarding the release of the interview notes; in such case, the parties will promptly confer and attempt to resolve the Port's concerns. Each party expressly reserves its legal rights. This provision is not intended to be a waiver of a request for bargaining information or any other rights pursuant to RCW 41.56 or other law.

The IAFF agrees to exercise due care in sharing witness information, including witness identities and statements, and to only use or disclose such information as necessary to carry out its representational duties.

#### **Section 10.5 – Probationary Employees**

It is recognized that Firefighters are on probationary status for one year from date of hire. The probationary period may be extended at the discretion of the Fire Chief for the same length of time as the probationary employee has been absent due to bona fide illness or other legitimate reason. The probationary employee shall maintain his/her probationary rate of pay until the employee has successfully completed the probationary period. Disciplinary measures including discharge for failure to meet standards for such employees shall not be subject to the grievance procedure or to the limitations indicated in Section 10.1 above.

Captains and Battalion Chiefs are on probationary status for one year from date of promotion. The probationary period may be extended at the discretion of the Fire Chief for the same length of time as the probationary employee has been absent due to bona fide illness or other legitimate reason. Captains and Battalion Chiefs promoted from within the bargaining unit who have not successfully completed the probationary period shall be demoted to the position previously held by the employee within the bargaining unit. Captains and Battalion Chiefs appointed from outside the bargaining unit who have not successfully completed the probationary period shall be terminated without recourse to the grievance procedure.



## **Section 10.6 – Union Representative Present**

Any employee subject to an interview which may result in disciplinary action may have a Union Representative present.

## **ARTICLE 11 - PROMOTIONS AND VACANCIES**

The parties will convene a promotional committee to jointly develop promotional testing procedures. The jointly-developed procedures will be mutually agreed upon by both parties through the Labor Management Committee. Once the parties agree, the procedures will be memorialized and distributed throughout the Department. Once developed, any changes to the procedures must be agreed upon by both parties through the LMC. It will be the responsibility of the Fire Chief to make the promotional selection.

## **ARTICLE 12 – DAY SHIFT ASSIGNMENTS, SELECTION PROCESS, TEMPORARY ASSIGNMENTS, TEMPORARY APPOINTMENTS, AND ADJUSTED WORK SCHEDULE**

### **Section 12.1 -Day Shift Assignments**

- a. Day shift assignments will be determined by Management.
- b. It should be understood that no one is exempt from the opportunity to serve in the day shift capacity and everyone can anticipate being assigned to these responsibilities at least once during their tenure with the Port of Seattle Fire Department.
- c. The day shift assignment to be filled and the necessary qualifications shall be announced by bulletin posted in a convenient location accessible to all employees for a period of at least fourteen (14) calendar days. Certain day shift assignments may require extensive training prior to the actual assignment and those positions shall be posted and the individual may be selected for training purposes up to one (1) year prior to the transfer to the position. An employee who has fulfilled their commitment and is seeking to vacate a position with specialized requirements may be required to remain in the position for up to ninety (90) calendar days while a replacement is trained to competently perform the duties.
- d. In the event requiring the filling of a critical position, a temporary assignment/appointment may be made on an interim basis as prescribed in Section 12.3 and 12.4 of this contract, only until the proper procedure can be completed for filling such vacancies.
- e. Attempts will be made to provide notice of the available assignments to all bargaining unit personnel on authorized leave of more than ten (10) calendar days in duration. These attempts will be made by email and phone. If an employee wants to be contacted for this purpose at a phone number other than his/her usual contact number, it is his/her responsibility to notify the Department in advance.
- f. Members interested in available day shift assignments must submit a transfer request, through channels, to be considered eligible for positions available. Said requests must be received by management by the close of business on the 15th day

- after the initial posting.
- g. Applicants requesting transfer who can demonstrate past experience in fire service assignments related to the available work, or can demonstrate and verify completed training specific to the available assignment will be given additional consideration during the selection process.
  - h. Applicants for available firefighter positions must be Firefighter A by the date of appointment to said Position to be qualified for assignments.
  - i. Individuals transferred to such day shift assignments serve at the discretion of management. The term of a day shift assignment will depend on the position, personal expertise, additional educational opportunities provided and normally would be for a period of two (2) or four (4) years at the discretion of the employee. An individual can serve additional consecutive terms subject to Management's approval, but must reapply via transfer request at the end of each four (4) year term. (See Appendix A, Pay Rates, 4(c)).
  - j. Management will interview applicants prior to a final decision. Management will give priority to longer duration in assignment for those employees that are performing at a high level and desire extended time in the position. Each position and situation will be evaluated on the basis of performance, skill, individual desire and department needs.
  - k. When applicants are considered equal in all aspects under consideration for the specific job assignment, the person currently in the position will have priority based upon performance, skill and the employee's desire to extend the assignment. If the position is being vacated and all things are equal amongst applicants, seniority will have priority. For this purpose, seniority shall be considered as time in rank.

### **Section 12.2 – Selection Process**

The following process shall be followed when selecting individuals for the day shift assignments:

- a. Interested individuals shall apply using a transfer request and route it through channels.
- b. When only one person applies, that individual will be selected if s/he meets the minimum requirements.
- c. Where more than one person applies, the selection shall be limited to those candidates. Where the incumbent is one of the multiple applicants, the incumbent shall be selected provided that:
  - 1. The incumbent reapplied for the position ;
  - 2. The incumbent possesses the requisite skills and continues to add value in the position; and
  - 3. There is no documented evidence of unsatisfactory performance relative to the position.
- d. When no one applies, the choice will be open to all individuals within the rank of Firefighter "A" and the selection will apply the criteria that no one will be required to serve twice until all have served once.

### **Section 12.3 – Temporary Assignments**

A temporary assignment is defined as a period of not less than forty-five (45) calendar days, and not more than six (6) months, with exceptions being made for emergency situations and subject to the following provisions:

- a. All temporary assignments shall be reviewed and approved by the Labor-Management Committee. A quorum consisting of two (2) labor and two (2) management representatives must be present. When the committee reaches consensus, the decision shall be binding. When no consensus is reached, the responsibility for final decisions rests with the Fire Chief.
- b. The Labor-Management Committee shall consider prior to rendering its determination such things as impact on employee vacation and holidays, collateral effect on other Department business, cost savings effectiveness, and any other issues relative to Department business and employee welfare.
- c. Temporary assignments shall not be used in lieu of hiring Full Time Employees.

#### **Section 12.4 – Temporary Appointments**

A temporary appointment is defined as having the same authority, responsibility, rights and privileges associated with that rank and is subject to the same conditions of Section 12.3. Temporary appointments shall not be used in lieu of promoting from the current eligibility list.

#### **Section 12.5 – Adjusted Work Schedule**

For assignments less than forty-five (45) calendar days, Management upon at least five (5) days advance written notice to the employee with a copy to the Union, can adjust an employee's schedule for training opportunities, jury duty, or short-term special assignments contingent on the employee's agreement. The adjusted schedule will be compensated consistent with the provisions of applicable wage and hour laws.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

#### **Section 13.1 - Grievance Defined**

The purpose of this Grievance Procedure is to establish an effective process for the fair, expeditious, and orderly adjustment of grievances. A grievance is defined as an alleged violation of the collective bargaining agreement. Longstanding conditions which have been mutually accepted through past practice and which are not specifically addressed in this labor agreement shall not be subject to the Grievance Procedure.

An employee aggrieved by a final decision where the discipline involved results in suspension, demotion, discharge, or written reprimand may proceed by filing a written grievance as outlined in Step 2 of this grievance procedure.

#### **Section 13.2 - Time Limits**

Except as otherwise provided in this paragraph, the Employee or the Union shall have no more than thirty (30) calendar days from the incident that precipitated the grievance to instigate the formal grievance procedure steps as identified in Section 13.4 below. However, in the event of a pay-roll issue, the time limitation shall be established as thirty (30) calendar days from the letter date the grievance party became AWARE of the grievance.

A grievance not brought within the time limit prescribed in Step 1, or submitted within the time limits prescribed for every step thereafter, shall not be considered timely and shall be void. The time limits prescribed in Section 13.4, Step 2 through 3 may be waived at each step by mutual agreement, in writing, by the aggrieved employee or the Union (in a class grievance), and the Fire Chief or appropriate management representative.

### **Section 13.3 - Informal Resolution**

Before a grievance is filed formally, every effort must be made to resolve differences between the employee and the immediate supervisor. Also, the grievance should be reviewed on an informal basis through the chain of command within the Fire Department.

### **Section 13.4 - Grievance Procedure**

#### **STEP 1**

If the grievance is not resolved informally, the affected employee shall present the grievance to the Union to determine if the grievance shall proceed through the grievance procedure. If the Union finds that the grievance has merit, the employee shall present the grievance in writing to his or her supervisor. The written grievance at this step and all steps hereafter shall contain the following information:

1. A statement of the grievance and the facts upon which it is based,
2. The alleged violation of the agreement,
3. The remedy or adjustment sought,
4. The signature of the aggrieved employee or the Union.

Unless the previous conditions are met, the grievance shall not be accepted. The employee's supervisor shall issue a written answer within ten (10) calendar days. The written response at this step, and all steps thereafter, shall contain:

1. An affirmation or denial of the facts upon which the grievance is based.
2. An analysis of the alleged violation of the agreement
3. The remedy or adjustment, if any, to be made.
4. The signature of the employee's supervisor or management representative.

#### **STEP 2**

If the grievance cannot be resolved at Step 1, it shall be referred in writing to the Fire Chief within (10) ten calendar days after the designated supervisor's answer in Step 1. The Fire Chief, or his/her representative, shall discuss the grievance within ten (10) calendar days with the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced in writing and signed by the Fire Chief and Union. If no settlement is reached, the Fire Chief, or his/her representative, shall give the Department's

written answer to the Union within ten (10) calendar days following the meeting.

### **STEP 3**

If the grievance cannot be resolved at Step 2, it shall be referred in writing to the Fire Chief and the Port's Labor Relations representative within ten (10) calendar days after the Fire Chief's answer in Step 2. The Port's Labor Relations representative shall attempt to resolve it and provide a written response within ten (10) calendar days.

### **STEP 4: ARBITRATION**

If the grievance has not been resolved at Step 3, the Union may refer the dispute to final and binding arbitration by notifying the Port in writing of its submission to arbitration within ten (10) calendar days after receipt of the Port's Labor Relations representative written response at Step 3. Within ten (10) calendar days from sending its notice, the Union shall file for arbitration with the Public Employment Relations Commission and select to receive a list of arbitrators or receive the assignment of an arbitrator. If the receipt of a list is selected, within ten (10) calendar days after receipt of the list, after flipping a coin to see which party goes first, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. Alternatively, the parties may mutually agree upon an arbitrator instead of obtaining a list from PERC. The parties may mutually agree to submit the grievance to mediation prior to arbitration by filing a joint request for mediation with the PERC.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union and Port. The Port and the Union shall share equally the fees and expenses of the arbitrator.

Each party shall bear its own costs of presenting grievances and/or arbitrations under this agreement including attorney's fees.

## **ARTICLE 14 - POLICY AND PROCEDURES**

The Union agrees that its members shall comply with all Fire Department Policies and Procedures including those relating to conduct and work performance. Prior to implementation of changes in Policies and Procedures the Port agrees to discuss the intended changes with the Labor-Management Committee.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

### **Section 15.1 – Workweek**

Except for those employees assigned to the forty (40) hour shifts, the regularly scheduled average hours of

duty will not exceed two thousand four hundred twelve (2,412) hours per year based on a four (4) year average. For employees on twenty-four (24) hour duty shifts, the work cycle shall be sixteen (16) days, not to exceed one hundred twenty one (121) hours. Each Captains and Firefighters assigned to a twenty-four (24) hour duty shift will be required to work nine (9) Debit Days per calendar year. Battalion Chiefs assigned to a twenty-four (24) hour duty shift will be required to pay back two hundred sixteen hours (216) hours of debit time per calendar year pursuant to Policy No. 108. All suppression Debit hours will be tracked through Tele-Staff.

- a. No member shall work in excess of seventy-two (72) hours in any position without a minimum break of twelve (12) hours; except in unusual emergency situations and only with the approval of the Fire Chief or his/her designee.
- b. Changes in Debit Days shall be assigned by the Chief or his/her designee. All changes will consider minimizing the possibility of overtime.
- c. When Debit Day schedules must be changed to minimize overtime, the affected members shall attempt to reach an agreement on who will be reassigned. If a mutual agreement cannot be reached, Department seniority shall be used and the member with the least seniority shall be reassigned.
- d. Up to forty-eight (48) debit hours per year may be substituted for required training (e.g., Dallas Fort Worth, San Bernardino, Salt Lake City, etc.) pursuant to FAA regulations at the discretion of the Fire Chief or designee. No more than two (2) separate training days shall be scheduled in exchange for forty-eight (48) debit hours unless agreed upon by the Labor Management Committee.

### **Section 15.2 – Change in Starting and Stopping Time**

Shift change for twenty-four (24) hour employees shall be eight (08:00) a.m. Employees assigned to a forty (40) hour workweek may work a flextime schedule if approved by the Chief and in conformance with Port Policy.

- a. Alternate work schedules, including a 4/10 day shift, shall be established in Fire Department Policy.
- b. When emergency conditions exist, the Port may change starting and stopping times. The Port will notify the Union as soon as feasible under the circumstances.

### **Section 15.3 – Light Duty**

When an employee is unable to perform his/her regular duties due to injury or illness, the employee shall be assigned temporarily to special duty for a maximum of six (6) months duration from the date of injury or illness. All light duty assignments may be extended beyond the six (6) month period on a case-by-case basis at the discretion of the Fire Chief.

It will be the mutual objective of the parties to return disabled LEOFF II employees to work as quickly as possible when return to work is clearly appropriate from a medical standpoint in compliance with State of Washington Disability and Retirement Statutes. Light duty assignments shall normally be made on a forty (40) hour Fire Department shift schedule. Light duty Fire Department assignment will be mandatory to all LEOFF II employees, duty and non-duty disabilities, who have medical approval from their health care providers to return to work on a light duty status utilizing the Port's Job Analysis Form FDJA-1-98. The employer shall provide

the appropriate work within the Fire Department.

#### **Section 15.4 – Day Shift Employees**

Except as provided in Section 15.7 and under the conditions stated in Section 15.9, in the event a need for overtime occurs, the employee shall be paid at the overtime rate (1½) for work performed over and above a full-time regularly scheduled workweek, or on “an employee’s Saturday, or Sunday” or holiday. In no case shall overtime compensation be duplicated or pyramided.

#### **Section 15.5 – 24-Hour Shift Employees**

These employees shall be paid at the straight-time rate for work hours scheduled. Work assigned before or after a twenty-four (24) hour on-duty shift or on off-duty shifts shall be paid for at the overtime rate (1 ½) when they work in excess of the daily twenty-four (24) hour shift schedule or in excess of one hundred twenty one (121) hours during the sixteen (16) day work cycle. In no case shall overtime compensation be duplicated or pyramided.

#### **Section 15.6 – Trading Days Off**

When an employee wishes to trade work time with another employee, such trading of work time shall be subject to approval of the On Duty Battalion Chief. Reference: Policy #205, Appendix III. When one employee voluntarily trades shifts with another, the number of hours worked will be calculated as if the employee had worked his/her normal work schedule for that shift.

#### **Section 15.7 – Overtime Compensation**

All overtime compensation must be authorized by the Chief or his/her designee in advance. The pay of employees who arrive late will be reduced as appropriate. Voluntary early relief will be managed in accordance with applicable law.

#### **Section 15.8 – Call Back**

If an employee is called back to work outside of his/her normal schedule, such employee shall receive a minimum of four (4) hours compensation at the overtime rate. The number of hours the employee is called back to work shall be at the discretion of the Battalion Chief. The four (4) hour minimum does not apply to shift extension.

- a. For pre-scheduled call back assignments outside of the employee’s regular work schedule, compensation will start when the employee begins work at the work site.
- b. For unscheduled call back assignments requiring immediate return to the work site, compensation will start at the time the employee is called back and will include time spent traveling to the work site. Management reserves the right to use its discretion in such unscheduled call back assignments and may give consideration to the amount of time an employee will require to report and the distance s/he will need to travel.

#### **Section 15.9 – Calculations of Hourly Rates**

When calculating the hourly base rate of pay which shall apply to said excess hours of work, the established monthly salary of Firefighters shall be multiplied by twelve (12) to obtain the annual salary which shall then be calculated in the following manner:

- a. 8-hour and 10-hour day shifts shall be divided by two thousand eighty (2,080) (40 hours/week x 52 weeks/year = 2,080 hours per year).
- b. 24-hour shifts shall be divided by two thousand four hundred twelve (2,412).

### **Section 15.10 – Special Assignments Schedules**

An employee initiated request for a temporary change in work schedule will be given consideration for those members serving in special or extraordinary events, such as tunnel inspections, pit fire drills, and vehicle maintenance.

## **ARTICLE 16 - JURY DUTY/SUBPOENAED WITNESS**

### **Section 16.1 – Compensation Conditions**

When an employee is called for and serves as a subpoenaed witness on Port-related cases or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port. Port compensation for service as a subpoenaed witness on Port-related cases only applies to absence from regularly scheduled work hours and does not apply to individual members bringing suit against the Port.

### **Section 16.2 – Limited Overtime Conditions**

Employees serving as a subpoenaed witness of a Port-related case will be compensated at the overtime rate, for time worked outside of the normally scheduled work time. Employees serving on jury duty shall remain on regular pay for on-duty hours served. Overtime is not provided for off-duty jury participation.

### **Section 16.3 – Schedule Adjustment**

In accordance with Section 12.5, Management may adjust an employee's schedule for jury duty or service as a subpoenaed witness on a Port-related case contingent on the employee's agreement.

## **ARTICLE 17 - SICK LEAVE AND DISABILITY**

### **Section 17.1 – Use of Sick Leave**

Use of Sick Leave is limited to authorized absence due to employee or immediate family member illness or injury. For the purposes of this Section, the definition of immediate family member shall conform to local, state, and federal law.



Departmental management may require a health care provider's statement to justify the use of sick leave and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending health care provider, to the extent provided by law. Nothing herein shall undermine the right of the Port to require an employee to show valid and satisfactory proof of illness or injury anytime sick leave or disability leave is used. Misrepresentation of any material facts in connection with paid sick leave or disability leave by any employee will constitute grounds for disciplinary action up to and including discharge.

In any case where an employee is entitled to benefits under State Worker's Compensation Act as it now defined, providing payments to injured or disabled workers, the Port shall pay only the difference between the benefits received by such employees and their regular rate of compensation shall be limited to the period of time that such employee has accumulated sick leave and in compliance with applicable law. The Port may require the employee to furnish medical proof, or to submit to a medical examination by a Port appointed physician at the Port's expense to determine whether a subsequent injury or illness is new and separate or an aggravation of a former injury or illness.

### **Section 17.2 – Sick Leave Coverage – Bargaining Unit Members**

Sick leave accruals shall be based on a pro rata share of a full-time work schedule (compensated time) and shall be computed based on the following hours in a work shift;

- a. Members who work 24-hour schedules shall accrue 12 hours or one-half of a 24-hour shift per month of sick leave.
- b. Members who work 40-hour schedules shall accrue 10.2 hours per month of sick leave.
- c. These accruals shall commence from the date of employment. Sick leave accruals may be used following 30 days of continuous employment.
- d. Sick Leave for employees hired after January 1, 2005 may be accumulated up to 1,440 hours.

The Port will continue to identify the portion of accrued sick leave that is available for use according to the minimum requirements of the Washington Paid Sick Leave Law on each employee's paycheck (e.g., one hour of accrued sick leave for each 40 hours worked by eligible employees). This is not an additional accrual amount. It is a designation of a portion of current accrual amounts. Employees shall be entitled to carryover no more than forty (40) hours of Washington Paid Sick Leave into the following year, provided that any amount over the maximum will be maintained as general sick leave available for use under the terms of this Agreement.

### **Section 17.3 – Sick Leave Upon Termination**

After five (5) years of service, bargaining unit members, upon termination of employment, shall receive compensation for 50% of their unused sick leave.

## **Section 17.4 – Disability, LEOFF, Plan II**

Duty disability coverage and non-duty disability coverage shall be as follows:

- a. Duty disability coverage for LEOFF, Plan II, Employees shall be provided by the Port of Seattle at 100% coverage as provided by the State Industrial and Workers' Compensation Act and Appendix B, Duty Disability Supplement.
- b. Non-Duty disability for LEOFF, Plan II, Employees shall be provided by sick leave as stipulated in this Article and by insured disability benefits as may be agreed to between the Union and the Port. There shall be no duplication of coverage under sick leave and insured benefits.
- c. When combined with such other benefits, accrued sick leave may be applied up to but not to exceed the employees' regular pay rate.
- d. Any employee who is receiving both (1) insured non-duty disability benefits from the WSCFF/Standard disability program and (2) employer provided paid leave, shall be required to promptly remit payment of any WSCFF/Standard disability benefits to the employer to buy-back paid leave used while on such non-duty disability. Leave shall be bought back hour-for-hour, based on the respective employee's rate of pay. Employees will not be able to buy-back more leave than what was used while on such non-duty disability.

## **Section 17.5 – Extended Coverage, LEOFF, Plan II, (Duty Disability)**

Employees who qualify for payments under RCW 51.32.090 due to temporary total or partial disability may be continued as an employee beyond the six (6) months from the date of injury or illness, subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,
- b. Such employee(s) will perform light duty tasks, subject to the approval of the employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in "a" above.

## **Section 17.6 – Extended Coverage, LEOFF, Plan II, (Non-Duty Disability)**

Employees who are unable to perform their regular job(s) as a result of a non-occupational illness or injury may be continued as an employee beyond six (6) months from the date of injury or illness subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,

- b. Such employee(s) will perform light duty tasks, subject to the approval of the employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in “a” above.

**Section 17.7 – Family Medical Leave Act (FMLA) and Family Care Act (FCA)**

An employee will be permitted to use accrued time off when on leave as provided by the FMLA and FCA while adhering to the Port of Seattle Policy.

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 to provide to the Union advance notice of how the Port intends to comply, and when and if there are any changes.

Effective upon ratification between the parties and the execution of the agreement, the Port will pay the employee portion of the premium associated with this provision.

**Section 17.8 – Shared Leave**

On a voluntary basis and in accordance with procedures outlined in Port Policy/Procedure HR-5, Leaves, employees may donate accrued leave to benefit other employees who are suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment.

Any employee may donate any amount of vacation, sick leave, or pooled leave. In accordance with HR-5, Shared Leave will be paid at the recipient’s own rate of base pay. Donated leave shall be designated to a specific individual. Donations and requests for shared leave will be coordinated in Human Resources.

**Section 17.9 – Attendance Incentive**

Any employee who has completed one year of continuous employment without any absence from work except as provided below will receive an attendance incentive of two hundred fifty dollars (\$250.00).

- a. For the purpose of this provision, any absence except the following will disqualify an employee from the attendance incentive, i.e., absences as a result of:
  - 1) Vacation (Article 19)
  - 2) Holidays (Article 20)
  - 3) Bereavement Leave (Article 21)
  - 4) Military Leave (Article 24)

- 5) Jury Duty (Article 16)
  - 6) Subpoenaed Witness Service on a Port related case (Article 16)
  - 7) Time Off for Appointments (Article 22)
  - 8) FMLA Leave (Article 17)
  - 9) Effective January 1, 2018, the first .025 per hour worked of paid sick leave.
  - 10) Other leave as protected by law
- b. A qualifying year, for the purposes of the attendance incentive, will be accounted for on an individual basis. The year will be measured starting on the first of the calendar month following the date the last disqualifying employee absence occurs until the first of the calendar month one year later.
  - c. The employee will be paid their incentive within a reasonable time following their qualifying year.
  - d. The Fire Department logbook and payroll hours will be used to determine eligibility.

**Section 17.10 – Medical Savings Account**

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

**ARTICLE 18 – PAID PARENTAL LEAVE**

The Port shall provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. 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.

**ARTICLE 19 - VACATION**

**Section 19.1 – Rates of Accrual**

Vacation accruals shall be based on a pro-rata share of a full-time work schedule (compensated time) and shall be computed based on the following hours in a work shift – eight (8) hours for day shift personnel and twelve (12) hours for twenty-four (24) hour shift personnel.

- a. Based on the first day of employment from the first full month to and including the thirty-sixth (36th) full month of continuous employment, employees shall accrue vacation as follows:

Day shift personnel = .0468 hours per straight-time hour paid  
 (.049 x 2,080 annual hours = 102 hours or 12.75 shifts)

24-Hour personnel = 10 hours per month  
(10 x 12 months = 120 hours or 5 shifts)

- b. From the thirty-seventh (37th) full month to and including the one hundred thirty-second (132nd) full month of continuous employment, employees shall accrue vacation as follows:

Day shift personnel = .07 hours per straight-time hours paid  
(.0736 x 2,080 annual hours = 153 hours or 19.125 shifts)

24-Hour personnel = 15 hours per month  
(15 x 12 months = 180 hours or 7 ½ shifts)

- c. After the completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133rd) full month, employees shall accrue vacation as follows:

Day shift personnel = .0936 hours per straight-time hours paid  
(.098 x 2,080 annual hours = 204 hours or 25.5 shifts)

24-Hour personnel = 20 hours per month  
(20 hours x 12 months = 240 hours or 10 shifts)

- d. After the completion of fifteen (15) years of continuous employment starting with the one hundred eighty-first (181st) full month, employees shall accrue vacation as follows:

Day shift personnel = .1123 hours per straight-time hours paid  
(.1178 x 2,080 annual hours = 245 hours or 30.625 shifts)

24-Hour personnel = 24 hours per month  
(24 hours x 12 months = 288 hours or 12 shifts)

### **Section 19.2 – Limits on Accumulating Vacation Leave and Cash Out**

Vacation leave accumulation for all employees covered under this Agreement shall be limited to a maximum accrual for five hundred seventy six (576) hours. Any vacation leave accruals exceeding this maximum accrual cap shall be forfeited and not subject to cash out and/or use. Employees shall be responsible for monitoring and taking vacation leave in order to avoid any forfeiture of leave. Any unused vacation leave at or under the five hundred seventy six (576) hour accrual cap may be cashed out by the employee.

Effective one hundred eighty days(180) after the ratification of the agreement, employees may cash-out vacation time in accordance with the standards and procedures that are in effect as of September 1, 2017 for the cash out of paid time off (PTO) as applied to non-represented employees. The Union shall be notified in advance of changes to the limits and procedures affecting PTO cash out and provided the opportunity upon request to bargain pursuant to RCW 41.56.

Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of vacation leave.

**Section 19.3 – Scheduling of Vacation Leave**

At any time after the successful completion of six-months continuous employment, employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date subject to the approval of the Fire Chief or designee as defined in the Fire Department Procedure Manual. Seniority rights shall apply in scheduling vacation.

Additionally, requests for approval of vacation schedules shall be made to the Fire Chief or his/her designee as stipulated in the Fire Department Procedure Manual. While vacation scheduling guidelines are established by the referenced procedure, the final approval discretion regarding specific vacation schedules rests with the Fire Chief or his/her designee. Payment for vacation leave may be made only to the extent of unused vacation accruals at the time of the leave.

**Section 19.4 – Payment for Vacation Leave at Termination**

Upon termination of employment, regular permanent employees shall receive pay in lieu of unused vacation based on the maximum accrual and other limitations stated in this Article.

**ARTICLE 20 - HOLIDAYS**

**Section 20.1 – Designated Holidays and Eligibility**

The following holidays shall be granted with pay limited to all DAY shift firefighters:

<u>Holiday</u>	<u>Normal Date of Observance</u>
New Year’s Day	January 1
<u>Martin Luther King Jr. Day</u>	<u>Third Monday of January</u>
Washington’s Birthday	Third Monday of February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Fourth Friday of November
Christmas Day	December 25

<del>Four (4)</del> <u>Three (3)</u> Floating Holidays	2 Port-designated <del>2-1</del> Employee-designated <del>(one in lieu of Martin Luther King's Birthday - May be taken after January 15 each year)</del>
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Time off in lieu of holidays shall be scheduled at a time the employer finds most suitable after considering the wishes of the employee and the requirements of the Department.

Members assigned to day shift during the first quarter of the year and expected to be assigned for at least the duration of the year shall be eligible for all four floating holidays Members assigned to day shift after the first half of the payroll year shall receive one employee designated floating holiday.

Members who are expected to be assigned away from day shift during the year shall be eligible for a proportionate number of floating holidays. It is not the intent of this language to work any Port employee on a Port designated holiday.

**Section 20.2 – Overtime Application**

In addition to eight (8) or ten (10) hours holiday pay, Day shift firefighters who work on the holiday will also receive time and one-half for hours worked.

**Section 20.3 – Day of Observance**

When a holiday falls on a Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the preceding Friday will be observed.

**Section 20.4 – Personal Holiday**

At least 24 hours advanced notice and the Fire Chief or his/her designee’s approval is required for the personal holiday. Eligibility for the personal holiday is not established until after the first six (6) months of employment. An employee shall receive no extra pay for not taking a personal holiday, unless directed by the Fire Chief to work on the day scheduled and no other day off can be scheduled before year-end. A terminated employee shall not receive pay for a personal holiday not taken prior to the last day worked. (Also see Section 19.1 for language on pro-rated eligibility.)

**Section 20.5 –Day Shift Holidays**

For employees who are working flexible or 4/10 schedules and a holiday occurs on the employee’s normal day off, that normal day off will be treated as a weekend holiday and designated on either the first or last day of the said employee’s work week depending on when the holiday occurs.

**ARTICLE 21 - BEREAVEMENT/EMERGENCY LEAVE**

### **Section 21.1 – Bereavement Leave**

At the discretion of the Battalion Chief, from one (1) to five (5) days for day shift personnel, or from one (1) to three (3) shifts for 24-hour personnel per bereavement which shall not result in compensation for more than the number of hours in any normal workweek may be granted to employees who have been employed for thirty or more days of uninterrupted service and who have suffered the loss by death of a member of their immediate family. 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.

For the purposes of this Section, immediate family is defined as: the employee's spouse or domestic partner; the employee's (or employee's spouse or domestic partner's) parents, child, sibling, grandparent, grandchild; or a sibling's spouse or domestic partner, or as agreed to by the Fire Chief.

### **Section 21.2 – Emergency Leave**

Emergency leave will be authorized in accordance with policy 205.

## **ARTICLE 22 - TIME OFF FOR APPOINTMENTS**

After completing their probationary period, employees who are scheduled to work forty (40) hours per week, may be granted brief periods of paid time off for medical, dental, or other personal business appointments (such as appointments with attorneys) which could not be arranged during non-working hours. The Fire Chief or his/her designee may authorize time off for not more than twelve (12) hours each during a calendar year.

Employees who do not work a forty (40) hour schedule are expected to arrange personal appointments during their shift time off.

A member must work on a day shift assignment for a minimum of two months prior to applying for time off. Members being transferred to day shift with prior appointments shall be given reasonable consideration.

## **ARTICLE 23 - EDUCATIONAL REIMBURSEMENT**

### **Section 23.1 – Required Job-Related Course Work Requested by Department Management**

When directed by Departmental management, the cost of course work or training related specifically to improvement of job situation shall be paid for entirely by the Port.

### **Section 23.2 – Employee Initiated Requests for Job-Related Course Work**

Upon completion of the probationary period, employees enrolled in training or course work



specifically related to improvement of job situations within the Department will be eligible for reimbursement of tuition costs. Only the tuition costs for such instruction shall be reimbursed on the following basis:

- a. Approval prior to commencing course was obtained in writing from Departmental management.
- b. The course was completed with a grade “C” or better.
- c. The tuition bill is to be submitted to the Port to verify tuition costs as an attachment to the employee’s expense claim form
- d. The reimbursement rate, limited to tuition only, is 50% for employees with seniority status up to four (4) years of continuous employment and 75% after four (4) years of continuous employment.
- e. Employees requesting outside training, securing expenditure of Port funds may, at the discretion of the Fire Chief, be required to reimburse the Port should they fail to attend.
- f. Subject to the other applicable provisions of this section, Haz-Mat II training shall be reimbursed at 100%.

Additionally, bargaining unit members will be 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 Port Human Resources & Development.

## **ARTICLE 24 - MILITARY LEAVE**

Military leave shall be provided as stated in the Port of Seattle “Wage and Benefit Resolution - #2810” Section 5, in accordance with RCW 38.40.060.

## **ARTICLE 25 - INSURANCE**

The following insurance is provided for LEOFF I and LEOFF II employees and for their dependents:

### **Section 25.1 – Medical**

~~On the first of the month following the date of hire, employees will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the Association of Washington Cities HealthFirst Plan. Effective January 1, 2012, the employer will pay the full premium cost for the employee. Effective January 1, 2017, the employee will be responsible paying a portion of the premium for his/her spouse/partner and dependents as follows:~~

- ~~—a. Spouse or Partner—\$67.07 per month~~
- ~~—b. First Child—\$33.00 per month~~
- ~~—c. Second Child—\$27.34 per month~~

~~Employee costs shall be by payroll deduction. Changes made by the Association of Washington Cities to the rates or benefits provided under the HealthFirst Plan are not subject to negotiation during the term of the Collective Bargaining Agreement.~~

### **Northwest Fire Fighter Benefit Trust- Plan \$100**

Effective January 1, 2018, on the first of the month following the date of hire, all active full time, part time and other employees regularly scheduled to work twenty one (21) or more hours per week will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the Northwest Fire Fighters Benefit Trust 100 Health Plan. The employer will pay the full premium cost for the employee.

Effective January 1, 2018, the employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:

- a. Employee Only - \$00.00
- b. Employee & Spouse/Partner - \$64.06
- c. Employee & Child - \$34.19
- d. Employee & Children - \$52.18
- e. Employee & Spouse/Partner & Child - \$98.26
- f. Employee & Spouse/Partner & Children - \$116.25

Effective January 1, 2019 and for the term of the agreement, any increase in the annual medical premium rate will be added to the 2018 employee with dependents premium share contribution and shared by the employee with dependents and the Port in the following way: The Employee with dependents and the Port will contribute 50%-50% of the annual percentage increase up to an employee with dependents share of 10% of the total monthly base rate.

For example, if the annual premium increase for 2019 is ten percent (10%), the 2019 premium sharing amounts will be increased by five percent (5.0%) as follows:

- a. Employee Only - \$00.00
- b. Employee & Spouse/Partner - \$67.26 (64.06 x 1.05)
- c. Employee & Child - \$35.90 (34.19 x 1.05)
- d. Employee & Children - \$54.79 (52.18 x 1.05)
- e. Employee & Spouse/Partner & Child - \$103.17 (98.26 X 1.05)
- f. Employee & Spouse/Partner & Children - \$122.06 (116.25 X 1.05)

Once the employee with dependents contribution has reached 10% of the total monthly base rate, future increases shall be split 10% by the employee with dependents and 90% by the Port for the duration of the agreement.

Employee costs shall be by payroll deduction. Changes made by the Northwest Fire Fighters Benefits Trusts to the rates or benefits provided under the 100 Health Plan are not subject to negotiation during the term of the Collective Bargaining Agreement.

**Northwest Fire Fighter Benefit Trust- Plan \$1500**

Effective January 1, 2023, on the first of the month following the date of hire, all active full time, part time and other employees regularly scheduled to work twenty-one (21) or more hours per week will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the Northwest Fire Fighters Benefit Trust 1500 Health Plan. The employer will pay the full premium cost for employee coverage. The employee will be responsible for paying 10% of the premium for his/her spouse/partner and dependents.

Any increase in the annual medical premium rate for dependents exceeding 8% will be shared 50/50 by the employee with dependents and the Port for the term of the Agreement in addition to the premium paid by the employee. For example, if the Employee & Children total premium increases by more than 8%, the 90/10 premium share will apply to the dependent portion of the premium up to an 8% increase of that portion, and any dollar amount above that will be shared 50/50 for the term of the Agreement. For illustration:

	<u>Year 1</u>	<u>Year 2</u>
<u>Employee Only Coverage</u>	<u>\$500</u>	<u>\$550</u>
<u>Employee + Spouse Coverage</u>	<u>\$750</u>	<u>\$825</u>

In Year 2, the portion of the premium attributed to dependent coverage increases from \$250 (\$750-\$500) to \$275 (\$825-\$550). This is an increase of 10%. The dollar amount exceeding 8% is \$5.00, which will be paid 50/50 by the Port and the employee paying \$2.50 more each.

Employee costs shall be by payroll deduction. Changes made by the Northwest Fire Fighters Benefits Trusts to the rates or benefits provided under the 1500 Health Plan are not subject to negotiation during the term of the Collective Bargaining Agreement.

**NWFFT Plan \$1500 VEBA**

Effective January 1, 2023, each employee participating in the NWFFT Plan \$1500 will have a VEBA account established in their name. The VEBA will be accessible after separation in accordance with IRS rules. Survivorship rights will be in accordance with IRS rules and the VEBA plan. The Port will cover the administrative cost of the VEBA account and in addition contribute the following annual amounts to enrolled employees' VEBA.

<u>Employee Only</u>	<u>\$2000</u>
<u>Employee with Dependents</u>	<u>\$4000</u>

The Port will make an annual contribution no later than the second pay cycle in January to each participating employees' VEBA beginning in 2023 through the duration of the Agreement.

Employees joining the Fire Department in 2023 or later will receive a prorated contribution with the first contribution becoming effective the same month the employee becomes eligible for health insurance. For example, an employee who becomes eligible for health insurance in July will receive six months of the annual VEBA contribution.

Annual VEBA contributions will be based on employee or dependent status of an employee enrolled in the \$1500 Plan at the time of the VEBA contribution. VEBA contributions will not adjust mid-year in the event of dependent status changes. If a VEBA contribution will exceed any applicable IRS limit or trigger the Affordable Care Act excise tax, the parties agree to reopen this agreement to bargain avoiding the tax.

If an employee separates service with the Port for any reason during the year, any VEBA amount paid for the month(s) in which the employee was not in paid status will be recovered from the employee's final paycheck(s). For example, if employee an separates service on June 30, six (6) months of VEBA payments will be recovered. If the employee separates on July 1, five (5) months of VEBA payments will be recovered.

The parties agree that six months prior to the expiration of this Agreement, the Port may reopen this Agreement to discuss the timing of the Port's ~~method of funding of the VEBA contributions.~~

## **Section 25.2 – Dental**

On the first of the month following the date of hire, employees will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the ~~Association of Washington Cities Plan F.~~

~~Effective January 1, 2018, bargaining unit members will be enrolled in the~~ Northwest Fire Fighters Benefit Trust under Dental Plan 7. The employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:

~~Employee Only ————— \$0 of total monthly premium  
Employee & Dependents — 2.0% of total monthly premium~~

~~Effective January 1, 2019, employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:~~

~~Employee Only ————— \$0 of total monthly premium  
Employee & Dependents — 4.0% of total monthly premium~~

~~Effective January 1, 2020, and for the term of the agreement, the employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:~~

Employee Only                      \$0 of total monthly premium  
Employee & Dependents        6.0% of total monthly premium

Premium increases that exceed eight percent (8.0%) each year will be paid at fifty percent (50%)

by the Port and fifty percent (50%) by the employee for the term of the agreement in addition to the premium paid by employees in the bargaining unit noted above.

Employee costs shall be by payroll deduction. Changes made by the Northwest Fire Fighters Dental Trust to the rates or benefits provided under the Northwest Fire Fighters Dental Trust Plans are not subject to negotiation during the term of the Collective Bargaining Agreement.

### **Section 25.3 – Life Insurance**

Life insurance for employees, their spouse/partner, and eligible dependents will be provided on the Association of Washington Cities Plan C.

### **Section 25.4 – A.D. and D (Accidental Death and Dismemberment**

Association of Washington Cities – Plan C – (coverage included as a rider under the Life Insurance policy).

### **Section 25.5 – L.T.D. (Long Term Disability)**

The Union will provide Long Term Disability (LTD) coverage for employees covered under this Agreement, through the WSCFF Disability Program (underwritten by Standard Insurance Company), via Port payroll deduction from each employee's second (2<sup>nd</sup>) monthly paycheck. Employees shall be responsible for paying one hundred percent (100%) of premiums for LTD coverage. The Union shall be responsible for any overages or shortages in premiums. The Union shall also be responsible for liaising with the broker(s) for employees' LTD coverage. The Port will remit LTD premiums to the Union in a similar manner as the Port remits employees' Union dues.

### **Section 25.6 – Alternate Insurance**

- a. The Port agrees to discuss and consider in good faith any alternate insurance plans the Union may submit to the Port during the term of this agreement.
- b. The parties agree and understand the Port continues to maintain the unilateral right to select the carrier unless it is mutually agreed otherwise.
- c. It is intended that any insurance change will not increase the Port's cost in effect at the time of the good faith discussions contemplated above.

### **Section 25.7 – Port of Seattle Firefighter's Retirement Fund**

The Port agrees to sponsor the Port of Seattle Firefighter's Retirement Fund, which will be directed by representative(s) of the ~~Port and Union~~ Deferred Compensation Administrative Committee, and to contribute the following:

The above rate shall be one dollar and fifteen cents (\$1.15) per hour worked.

The Port shall contribute six and two tenths percent (6.2%) of the Taxable Wage Base on behalf

of the members of the bargaining unit up to the annual maximum limits for Social Security to the Port of Seattle Firefighter's Retirement Fund, in lieu of Social Security. If the percentage contribution for Social Security changes during the term of this agreement, the Port's percentage contributions to the Fund would change accordingly.

### **Section 25.8 – Eye Care Coverage**

~~The Port shall pay up to twenty five dollars (\$25.00) towards the AWC Vision Service Plan (Premium, no deductible plan).~~

~~Effective January 1, 2018,~~ Vision coverage shall be provided under the Northwest Fire Fighters Benefit Trust plan as provided in Section ~~24~~25.1.

### **Section 25.9 – Washington State Council of Firefighters Medical Expense Reimbursement Plan (MERP)**

The Port will make monthly salary reduction contributions on behalf of each employee to the WSCFF Employee Benefit Trust (MERP) at a contribution rate of seventy five dollars (\$75.00) per month to be deducted from each employee's first monthly paycheck. Effective January 1, 2023, the employee contribution will increase to one hundred dollars (\$100) per month and the Port agrees to add a pre-tax employer contribution of one hundred dollars (\$100) per month for each full-time non-probationary employee.

All of the Port's contributions to the Trust are mandatory ~~salary reduction~~ contributions to be used solely for the purpose of providing health benefits that qualify for exclusion under IRC Section 106 and shall not constitute wages or salary for the purpose of determining any other benefit, including retirement benefits, disability benefits, or life insurance covered amounts. Covered employees may not elect to receive any portion of the benefit under the MERP as additional salary or wages. In accordance with the private letter ruling 200846011 issued to the Trust, such amounts are excluded from gross income under IRS Code Section 106. The Union shall have the option to adjust the employee share of the contribution rate annually, and shall communicate any adjustment to the Port by December 1<sup>st</sup> for the following year.

All members of International Association of Firefighters, Local No. 1257 who have participated in the Washington State Council of Firefighters Medical Expense Reimbursement Plan for not less than one (1) month, prior to being promoted or reassigned to a position not represented by the Union, will continue to be participants in the MERP until they are no longer employed by the Port of Seattle. The Parties understand that extension of MERP participation to formerly-represented employees under this Section ~~24.10~~25.9 shall not be construed to affect any other benefit described in the Agreement.

~~The Parties understand that participation in the MERP is irrevocable. Therefore, the Port agrees to continue to make the appropriate contributions for promoted or reassigned LEOFF 2 employees in the same manner as for Union members. The Parties further understand that a promoted or reassigned employee described in this Section shall not have the option to elect in or out of the MERP.~~

This Trust shall remain separate and apart from any Port retiree health insurance funding program, if applicable, unless changed by mutual agreement of the Parties to this collective bargaining agreement. This Section does not provide employees, retirees, or dependents with a vested right in Port-paid retiree health insurance. This language is meant to clarify the intent of the Parties from negotiations of this Section. The Parties agree that only eligible, active employees may contribute to the Trust, receive Port contributions, and only for the duration of this contract. This provision expressly incorporates by reference the most recent MERP and Trust Agreement, and such documents shall be administered and interpreted in a manner consistent with this paragraph.

## **ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

### **Section 26.1 – Provision of Uniform and Protective Clothing**

All uniforms as required by the Port of Seattle Fire Department Rules and Regulations, Policy and Procedures, and protective clothing and equipment as required by the Washington State Vertical Safety Standards for Firefighters and FAA regulations, and bed linen, shall be supplied, cleaned, and maintained at no cost to the employee. Problems with uniforms will be referred to the uniform sub-committee.

### **Section 26.2 – Components Provided Upon Retirement**

Upon retirement an employee will be provided components of their personal protective equipment, which will include their structural helmet, leather boots, badges, and structural gloves.

Effective upon ratification between the parties and execution, add Class A Uniform and Bunker Gear to this list. The bunker gear will be cleaned and decontaminated prior to being provided to the employee at retirement.

## **ARTICLE 27 - PHYSICAL FITNESS PROGRAM**

All employees shall participate in the established, mutually agreed upon, mandatory Fire Department Physical Fitness Program most recently modified in November 1989. The Physical Fitness Program shall be designed to insure the employee's physical fitness to perform their duties. Disciplinary action in connection with the Physical Fitness Program shall be taken only in the event employees fail to participate in the program as prescribed. The Port will provide the facilities and equipment necessary to maintain the program. The terms of the Program require the agreement of the Port and the Union. Issues concerning the terms of the Program may be referred to the Labor-Management Committee.

## **ARTICLE 28 – PHYSICAL CAPACITY EVALUATIONS REQUIREMENTS**

A physical capacity evaluation (PCE) is defined in WAC 296-23-220 as “a performance-based

evaluation that assesses worker's physical functions and relates these to performance potential for work-related activity. Evaluations are conducted by a licensed physical or occupational therapist." The Port may require a PCE in a return-to-work case if the treating doctor is reluctant to provide authorization for a full release after the job analysis has been reviewed. The Port's Workers Compensation Program will be responsible for scheduling of all PCEs. The Fire Department will be responsible for all costs related to the PCE.

### **ARTICLE 29 - SAVINGS CLAUSE**

In the event of invalidation of any part or provision of this agreement under this article, the parties shall negotiate in good faith to modify the part of provision to the degree possible to comply with law.

### **ARTICLE 30 - 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 plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 13) or to any other provisions of this Labor Agreement or to negotiation by the Union.

### **ARTICLE 31 - CHANGES IN WORKING CONDITIONS**

The Port assures the Union that its intention in executing this Agreement is not to make significant changes in existing working conditions granted to employees because such conditions are not specifically identified in this agreement. Any such changes shall be made within the provisions of applicable state law.

### **ARTICLE 32 - SCOPE OF AGREEMENT**

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. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. All memoranda and letters of agreement/understanding that have not been incorporated into this Agreement are null and void. Therefore, for the duration of this Agreement, the Port and the Union each agrees to waive the right to oblige the other to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.



## **ARTICLE 33 - STRIKES AND LOCKOUTS**

In recognition of the Port's status as a municipal corporation, no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Union shall not cause or condone any strike, picketing, work stoppage, slowdowns, or other interference in any way with normal Port operations. Willful violation of this article by any employee shall result in immediate dismissal.

## **ARTICLE 34 - STAFFING AID CAR AND DRIVERS**

### **Section 34.1 – EMT/Aid Car**

Effective 1980 with Recruit Class 80-3, all employees hired shall maintain EMT (Emergency Medical Technician) status as a job condition with the exception of Battalion Chief, Alarm Technician, and Firefighter/Mechanic. The following provisions and exceptions shall apply:

- a. The Port agrees to pay all costs for initial EMT certification and re-certification. If the employee fails the second re-certification class, all additional costs shall be borne by the employee.
- b. The employer shall provide to the employee continuing on-going education, scheduling of classes, and the current status of the expiration date of their EMT status.
- c. Failure to maintain a valid EMT certificate shall result in a two-step reduction in pay until such time as the employee re-establishes certification. Failure to re-certify after taking the basic EMT course will be cause for termination.
- d. Employees in the bargaining unit who have completed their thirtieth (30<sup>th</sup>) year of service prior to January 1, 2018, may "opt-out" of the EMT Aid Car rotation, but must maintain his/her EMT certification and has had at least one rotation on the Engine during the last calendar year. All employees who have completed their thirtieth (30<sup>th</sup>) year of service after January 1, 2018, shall participate in the EMT Aid Car rotation and must maintain his/her EMT certification. Rotation is defined as an average, continuous month-long assignment to the Engine either as driver, nozzle, or hydrant position on the employee's home shift.

### **Section 34.2 – Driver/Engineer Assignment**

Assignments will be made by seniority, provided the Firefighter has met and maintains the established drivers' certification criteria. Each Battalion Chief will establish and utilize a list of certified drivers by seniority for his/her shift. When working a shift other than his/her regular home shift, a certified driver may not be assigned as a driver unless there are no other certified drivers on duty.

## **ARTICLE 35 – JOINT APPRENTICESHIP TRAINING COMMITTEE PROGRAM**

The parties agree to participate in the Washington State Joint Apprenticeship Training Committee (JATC) program. The committee shall be equally divided between Management and the Union and consist of a maximum of nine (9) members, including a secretary and two alternates. Members of the committee shall elect a chairperson responsible to administer the committee process. Elections to the committee chair position shall be held every two years.

- a. Completion of the JATC program shall be a work performance requirement, not to exceed three (3) years. The three year program is divided into three steps consisting of Firefighter E to C for step-1, Firefighter C to B for step-2, and Firefighter B to A for step-3.
- b. Completion of the first year or step-1 of the JATC program shall be a performance requirement for *Probationary Firefighters*. Probation shall be extended for special circumstances that cause delays in completion of step-1, including but not limited to time off for injury/illness, time to complete EMT certification, time for military leave, and reasons mutually agreed upon by the Union and Employer.
- c. Completion of the JATC program shall be a work performance requirement, not to exceed three (3) years. Extension of the program for special circumstances beyond three years shall be mutually agreed upon by the Union and Employer. Time for completion of the program shall be extended for special circumstances causing delays in completion of steps 2 and 3, including but not limited to time off for injury/illness, time for military leave, and reasons mutually agreed upon by the Union and Employer.
- d. Firefighter non-compliance with the terms and conditions of the JATC Agreement shall be grounds for removal of the firefighter from the JATC Apprenticeship program and disciplinary action up to and including dismissal from employment. Either or both of these proceedings shall be initiated by the Committee.
- e. It shall be the policy of the Employer to provide or make available supplemental instruction, as required by the Apprenticeship Agreement, to apprentice Firefighters on-duty when possible. If the Employer is unable to provide the apprentice with supplemental instruction on-duty, the apprentice shall seek out collegiate courses via internet (on-line) or via thumb-drive technology. In the event that these options are unavailable, the Employer agrees to provide relief from duty to attend such supplemental instruction
- f. There shall be overtime compensation for off-duty attendance to obtain required supplemental instruction (RSI) approved by the Employer. There shall be no overtime compensation for supplemental instruction via internet (on-line) or via thumb-drive technology.

- g. The Employer will furnish transportation to attend supplemental instruction when available, or provide mileage allowance as outlined in Port policy.
- h. The Port of Seattle’s Joint Apprenticeship Committee will determine after the first cycle of involvement whether to continue a JATC program or to mutually agree to discontinue support of a JATC Program. This allows for evaluation and determination if this program is sustainable and worthy of continued support by the Port of Seattle Fire Department.

**ARTICLE 36 - DURATION OF AGREEMENT AND EFFECTIVE DATE**

All conditions of this Agreement shall be effective on the date the Agreement is signed or as otherwise stipulated in the terms of this Agreement. All provisions of this Agreement shall extend from effective date to **December 31, ~~2021~~2024**. Negotiations may be opened by either party giving notice in writing not later than sixty (60) days prior to the expiration date. The new agreement shall be effective on the first day of January of each year unless mutually agreed to the contrary.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
**Stephen Metruck Executive Director**  
**Port of Seattle**

\_\_\_\_\_  
**Chris Nuttall, President**  
**International Association of Firefighters, Local 1257**

\_\_\_\_\_  
**Randy Krause, Fire Chief**  
**Port of Seattle**

**APPENDIX A**

**PAY RATES**

**1. WAGES**

**A. (1) Base Rates January 1, ~~2021~~2022**

Effective January 1, ~~2021~~2022, monthly wage rates shall be as follows, reflecting an increase to the base hourly wage rate of Firefighter “A” of 6.5%:

	<del>Base Rate</del>	<del>5.5%/5.96%* Holiday (Suppression)</del>	<del>9% Work Schedule (Day Shift Two Years)</del>	<del>15% Work Schedule (Day Shift Four Years)</del>
<del>Battalion Chief</del>	<del>11,959.00</del>	<del>12,617.00 12,672.00*</del>	<del>N/A</del>	<del>N/A</del>
<del>Day Shift Battalion Chief (Administrative, Prevention, and Training)</del>	<del>11,326.00</del>	<del>N/A</del>	<del>12,345.00</del>	<del>13,025.00</del>
<del>Captain (Shift)</del>	<del>10,226.00</del>	<del>10,788.00 10,835.00*</del>		
<del>Captain (Day)</del>	<del>10,226.00</del>	<del>10,788.00 10,835.00*</del>	<del>11,146.00</del>	<del>11,760.00</del>
<del>Firefighter Mech. (Day)</del>	<del>10,833.00</del>	<del>N/A</del>	<del>11,808.00</del>	<del>N/A</del>
<del>Firefighter “A”</del>	<del>8,666.00</del>	<del>9,143.00 9,182.00*</del>	<del>9,446.00</del>	<del>9,966.00</del>
<del>Firefighter “B”</del>	<del>7,799.00</del>	<del>8,228.00 8,264.00*</del>	<del>8,501.00</del>	<del>8,969.00</del>
<del>Firefighter “C”</del>	<del>7,106.00</del>	<del>7,497.00 7,530.00*</del>	<del>7,746.00</del>	<del>8,172.00</del>

<del>Firefighter "D"</del>	<del>6,586.00</del>	<del>6,948.00 6,979.00*</del>	<del>-7,179.00</del>	<del>N/A</del>
<del>Firefighter "E"</del>	<del>6,175.00</del>	<del>N/A</del>	<del>-6,731.00</del>	<del>N/A</del>
<del>Alarm Insp.</del>	<del>8,666.00</del>	<del>N/A</del>	<del>9,446.00</del>	<del>N/A</del>

~~\*Shift Holiday rate of 5.96% for addition of Juneteenth Holiday effective June 10, 2021—  
Memorandum of Understanding dated June 10, 2021.~~

~~**A. (2) Base Rates—December 31, 2021**~~

~~Effective December 31, 2021, at 11:59 p.m., monthly wage rates shall be as follows:—~~

	Base Rate	5.96% Holiday (Suppression)	9% Work Schedule (Day Shift Two Years)	15% Work Schedule (Day Shift Four Years)
Battalion Chief (Shift)	<del>12,151.00 12,940.00</del>	<del>12,875.00 13,711.00</del>	N/A	N/A
Day Shift Battalion Chief (Administrative, Prevention, and Training )	<del>11,507.00 12,255.00</del>	N/A	<del>12,543.00 13,358.00</del>	<del>13,233.00 14,093.00</del>
Captain (Day)	<del>10,390.00 11,065.00</del>	N/A	<del>11,325.00 12,061.00</del>	<del>11,949.00 12,725.00</del>
Captain (Shift)	<del>10,390.00 11,065.00</del>	<del>11,009.00 11,724.00</del>	N/A	N/A
Firefighter Mech. (Day)	<del>11,006.00 11,721.00</del>	N/A	<del>11,997.00 12,776.00</del>	N/A

Firefighter "A"	<del>8,805.00</del> <u>9,377.00</u>	<del>9,330.00</del> <u>9,936.00</u>	<del>9,597.00</del> <u>10,221.00</u>	<del>10,126.00</del> <u>10,784.00</u>
Firefighter "B"	<del>7,925.00</del> <u>8,439.00</u>	<del>8,397.00</del> <u>8,942.00</u>	<del>8,638.00</del> <u>9,199.00</u>	<del>9,114.00</del> <u>9,705.00</u>
Firefighter "C"	<del>7,220.00</del> <u>7,689.00</u>	<del>7,650.00</del> <u>8,147.00</u>	<del>7,870.00</del> <u>8,381.00</u>	<del>8,303.00</del> <u>8,842.00</u>
Firefighter "D"	<del>6,692.00</del> <u>7,127.00</u>	<del>7,091.00</del> <u>7,552.00</u>	<del>=</del> <u>7,294.00</u> <u>7,768.00</u>	N/A
Firefighter "E"	<del>6,274.00</del> <u>6,681.00</u>	N/A	<del>6,839.00</del>	N/A
Alarm Insp.	<del>8,805.00</del> <u>9,377.00</u>	N/A	<del>9,597.00</del> <u>10,221.00</u>	N/A

**B. General Wage Increases**

Effective January 1, ~~2020~~2022, the base hourly wage rate of Firefighter "A" will be increased by ~~an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), August to August, with a zero percent (0%) minimum and a six percent (6%) maximum~~6.5%.

~~In addition, Captains and Battalion Chiefs shall receive an additional one percent (1.0%) increase of the Firefighter "A" base rate of pay (differential).~~

Effective January 1, ~~2021~~2023, the base hourly wage rate of Firefighter "A" will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/~~Bremerton~~Bellevue CPI-U (All Urban Consumers), August ~~2019-2021~~ to August ~~2020~~2022, with a zero percent (0%) minimum and a six percent ~~(6%)~~(6%) maximum. ~~(2021 = 1.6%)~~.

Effective January 1, 2024, the base hourly wage rate of Firefighter "A" will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers), August 2022 to August 2023, with a zero percent (0%) minimum and a six percent (6%) maximum.

~~In consideration of the financial impacts of the 2020 global pandemic to the Port of~~

~~Seattle, the union agrees to postpone the effective date of the 2021 wage increase to 11:59 p.m. on December 31, 2021.~~

### **C. Base Wage Rate Adjustments**

Effective 1/1/2020, Day Shift Battalion Chief Base Rate: Shall be 130.69% of Firefighter “A” base rate. Effective 1/1/2023, the Day Shift Battalion Chief Base Rate: Shall be 138% of Firefighter “A” base rate.

Effective 1/1/2020, Battalion Chief Base Rate: Shall be 138% of Firefighter “A” base rate.

Firefighter/Mechanic Base Rate: Shall be 125% of Firefighter “A” base rate.;

Effective 1/1/2020, Captain Base Rate: Shall be 118% of Firefighter “A” base rate.

Alarm Inspector Base Rate: Shall be 100% of Firefighter “A” base rate.

Firefighter “B” Base Rate: Shall be 90.83% of Firefighter “A” base rate.  
For Firefighters hired on or after July 3, 2014:  
Firefighter “B” Base Rate: Shall be 90% of Firefighter “A” base rate.

Firefighter “C” Base Rate: Shall be 83.82% of Firefighter “A” base rate.  
For Firefighters hired on or after July 3, 2014:  
Firefighter “C” Base Rate: Shall be 82% of Firefighter “A” base rate.

Firefighter “D” Base Rate: Shall be 78.73% of Firefighter “A” base rate.  
For Firefighters hired on or after July 3, 2014:  
Firefighter “D” Base Rate: Shall be 76% of Firefighter “A” base rate.

Firefighter “E” Base Rate: Shall be 74.65% of Firefighter “A” base rate.  
For firefighters hired on or after July 3, 2014:  
Firefighter “E” Base Rate: Shall be 71.25% of Firefighter “A” base rate.

Increase from E to D: Firefighters shall be granted a one-step salary increase from E to D, after satisfactorily completing the approved Port Recruit training program (approximately 12 weeks). Satisfactorily work performance shall be documented in a performance review prior to such increase.

Increase from D to C: Firefighters performing satisfactorily shall receive a promotional increase one year from date of hire from D to C, on a single-step salary schedule as shown in “Wages”. Satisfactory performance shall be documented in a performance review and satisfactory completion of testing based on adopted performance standards is required. Employees shall be considered on probationary status from date of hire until the one-year promotion to C firefighter.

Increases from C to B to A: Firefighters performing satisfactorily shall receive promotional

increases after each twelve (12) months from C to B to A, on a single-step salary schedule as shown in “Wages.” Satisfactory performance shall be documented in a performance review prior to each such increase. Satisfactory completion of adopted training performance standards and the recommendation of their supervisor is required for all employees.

Lateral firefighters will be hired into the Firefighter “C” classification at 82% of Firefighter “A” base rate. The lateral firefighter will be eligible to progress to the “Firefighter B” and “Firefighter A” Classification in accordance with the preceding paragraph.

## **2. COMPARABLES**

The Port and the Union agree to use the following comparables: the cities of Seattle, Tacoma, Renton, Bellevue, Tukwila, and Kirkland, and Valley Regional Fire Authority.

## **3. LONGEVITY**

After five (5) years active employment have been completed since date of hire, employees covered under this agreement shall receive a rate of pay equal to the current rate in effect for that position plus a longevity adjustment equivalent to the following:

- 5 – 9 years 2% of Firefighter “A” base rate
- 10 – 14 years 4% of Firefighter “A” base rate
- 15 – 19 years 6% of Firefighter “A” base rate
- 20 – 24 years 8% of Firefighter “A” base rate
- 25 – 29 years 10% of Firefighter “A” base rate
- 30 plus years 12% of Firefighter “A” base rate

The addition of the longevity adjustment to a classification base rate creates a specific employee’s rate. This employee’s rate is used when computing the holiday or day shift differentials or the EMT, De-Fib, Haz-Mat, or Education premiums.

## **4. DIFFERENTIALS**

- a. Holiday Differential for 24-Hour Shift Employees: An employee assigned to a 24-hour shift schedules shall receive a differential of ~~5.5%~~5.96% of said employee’s rate during such assignment. This ~~5.5%~~5.96% differential is in lieu of days off for holidays. ~~The 5.5% differential will increase to 5.96% with the addition of the Juneteenth holiday effective June 10, 2021. (See Memorandum of Understanding on the Juneteenth holiday).~~
- b. Work Schedule Differential for Employees Regularly Assigned to a Day Shift Schedule: An employee regularly assigned to a day shift schedule shall receive a differential of 9% of said employee’s rate.



- c. Work Schedule Differential for Rotational Day Shift Employees:
  - 1) The first two-year term: 9% of said employee's rate.
  - 2) The second consecutive two-year term: 15% of said employee's rate
  - 3) Members can request a four-year assignment on initial transfer at 15% of said employee's rate.
  - 4) Those who are presently serving with at least two years in the position can be eligible for 15% for the next two-year assignment.
  - 5) With the exception of 4 above, the incumbent can reapply for the position and will be given consideration over other candidates. If no other employees apply for the position, the current member may stay for another term if they choose and management approves, at the 15% rate.
- d. Eligibility for Day Shift Differential: The day shift differential will not apply, and the employee will receive his/her regular hourly rate and accruals for hours worked in the following situations:
  - 1) Newly hired Firefighters in training.
  - 2) Employees assigned to day shift for light duty or accommodation.
  - 3) Employees who voluntarily agree to adjusted schedules related to training opportunities or jury duty in accordance with Article 12.5.
- e. Premium for "Emergency Medical Technician" (EMT) / D-FIB Assignment:
  - 1) A qualified Firefighter assigned to Emergency Medical Technician duty for one (1) hour or more shall receive a premium equivalent to 7% of said employee's rate for each hour worked on such assignment.
  - 2) A qualified Captain assigned to the Emergency Medical Technician duty for one (1) hour or more shall receive a premium equivalent to 2.5% of said employee's rate for each hour worked on such assignment. No more than eight (8) Captains (two per shift) maximum per month.
- f. Premium for "Hazardous Materials" (Haz-Mat) Assignment: Effective January 1, 1990, a qualified Firefighter assigned to the Hazardous Materials Team shall receive a premium equivalent to 2% of said employee's rate during such assignment. No more than 34 Suppression Firefighters shall be assigned to the Haz-Mat team at one time. An employee who is absent from work for three or more consecutive shifts as a result of a disability or leave without pay shall not continue to receive the Haz-Mat premium. In the event of such absence, a qualified employee working as a replacement shall receive the Haz-Mat premium. The Haz-Mat premium shall be provided to the qualified working replacement starting at the beginning of the fourth shift of such absence. Captains may receive pay for both Haz-Mat and Tech/Rope Rescue. Captains and Dayshift Firefighters are eligible to maintain their certification and be compensated without impacting the total number. Rotating back to shift will not affect the total number of 34 noted in this section above.
- g. Medicare Exemption Premium: Effective March 2, 1997, the Port will pay an amount equal to 1.45% of the employees' Taxable Wage Base to employees hired prior to April 1, 1986. This payment represents the money's formerly paid by the Port for the employees Medicare contribution. This contribution is no longer necessary as a result of the Union's referendum on February 26, 1997, removing its members from Social Security and Medicare coverage. Such payment will be

considered supplemental, and will not be considered part of the employees' base wage.

Resulting from the Firefighters' February 26, 1997 referendum electing to discontinue participation in Social Security, the parties agree that refunded portions of the Port's past contributions, on behalf of each employee to Social Security and Medicare, will be disbursed to each employee. Employees hired on or after April 1, 1986 shall be subject to Medicare coverage.

h. Premium for Driver/Engineer Assignment:

A qualified firefighter assigned to driver/engineer position for one (1) hour or more shall receive a premium equivalent to four percent (4%) of said employee's rate for each hour worked on such assignment. The total number of driver/engineer positions on each shift will be allocated on the basis of the operational needs of the Fire Department as determined by the Fire Chief.

i. Technical/Rope Rescue: Firefighters assigned to Technical/Rope rescue will receive a premium pay of +2%. Sixteen (16) Suppression Firefighters shall be eligible for this premium divided equally amongst the suppression shifts (4 per shift). Captains and Firefighters must complete Technical/Rope rescue certification compliant with current NFPA's. Firefighters must choose either Haz-Mat or Tech/Rope Rescue pay, but not both. Captains may receive pay for both Haz-Mat and Tech/Rope Rescue. Captains and Dayshift Firefighters are eligible to maintain their certification and be compensated without impacting the total number. Rotating back to shift will not affect the total number of 16 noted in this section above.

j. Out of Classification Pay:

1. Captain: When an employee who is classified as a Firefighter is temporarily detailed to perform all duties of a Captain for one (1) hour or more, such employee shall be paid the base rate, and any premiums, if applicable, of the Captain classification for the hours worked at the hourly rate.
2. Battalion Chief: When an employee who is classified as a Captain is temporarily detailed to perform all duties of a Battalion Chief for one (1) hour or more, such employee shall be paid the base rate, and any premiums, if applicable, of the Battalion Chief classification for the hours worked at the hourly rate.

k. Bi-Weekly Pay: Effective January 1, 2005, employees shall be paid on a biweekly basis.

l. Education Premium: Employees who have earned a degree from an accredited college primarily through classroom-based study will receive a differential as set forth below. Eligible employees will be paid one premium reflecting the highest degree earned. Premium pay for degrees earned via remote or online degree programs is subject to the approval of the Fire Chief.

- 1) Associates Degree – 2%
- 2) Fire Service Associates Degree – 3%
- 3) Bachelor of Arts or Science Degree – 4%
- 4) Masters Degree – 6%

m. Mandatory Direct Deposit: As a condition of continued employment, all employees

- are required to participate in the Port's direct deposit program for payroll purposes.
- n. Self-Contained Breathing Apparatus:  
~~Effective upon ratification between the parties, a~~ two percent (2.0%) premium incentive pay will be provided to one Self-Contained Breathing Apparatus (SCBA) Technician based on the Firefighter "A" base rate.

The Firefighter assigned will be required to obtain certification as a breathing apparatus technician.

The certification requirements as provided in WAC 296-842-17015 will be as follows:

The technician must obtain and maintain SCBA certification, as mandated by WAC/OSHA and provided by the appropriate SCBA manufacturer. Technicians must be willing and able to become certified in any SCBA equipment at the level and manufacturer as specified by the POSFD. Technicians must also re-certify in accordance with WAC/OSHA and the manufacturer in order to maintain the certification.

**APPENDIX B  
DRUG TESTING**

SUBSTANCE TESTS

**PREAMBLE**

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Local 1257 Firefighters Negotiating Committee shares the concern expressed by many over the growth of substance abuse in America society.

The drug testing procedure agreed to by the labor/management, incorporates state-of-the-art employee protection during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks, which result from alcohol or drugs, the parties have agreed to the following procedures.

As referred to herein, employee shall mean entry-level probationary employee.

- a. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- b. Preconditions to Drug Testing: Before any entry-level probationary employee may be tested for drugs, the Port must meet the following prerequisites:
  1. Entry-level probationary employees in the bargaining unit must be clearly informed of what drugs or substances are prohibited by the Port.
  2. The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
- c. The Department shall also have the discretion in order and entry-level probationary uniformed employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry-level probationary period. These tests will be conducted in the following manner:
  1. Tests will be administered to each entry-level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
  2. Entry-level probationary employees shall only be tested while on duty.
  3. The providing of a urine sample will be done in private.
  4. Obtaining of urine samples shall be conducted in a professional and dignified manner.

5. A portion of urine samples shall be preserved to permit the following:
  - a. Positive samples shall be tested a GC/MX test.
  - b. A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

The exercise of this discretion by the Department shall be deemed a term and condition of such employee's period of entry-level probation, and need not be supported by any showing of cause.

If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.

- d. Testing Mechanisms: The following testing mechanisms shall be used for any drug tests performed on entry-level probationary members of the Department:
  1. It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such test to take such steps as checking the color and temperature of the urine sample to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested positive. In order to determine adulteration of the urine sample during the collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.
  2. The parties recognize that the key to chain of possession integrity is the immediately labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.
  3. Any screening test shall be performed using the enzyme immunoassay (EMIT) method.
  4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a reasonable accessible at a reasonable cost, such test shall be used in place of the GC/MS test if required by the Union.
  5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
  6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative

results of both the screening and the GC/MS confirmation tests, in terms of nanograms and millimeter. All positive test results must be reviewed by the certifying scientists or laboratory director and certified as accurate.

- e. Procedures to be used when samples are given: The following procedures shall be used whenever an employee is required to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All samples taking will be done under laboratory conditions and standards as provided by the selected laboratory:
1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.
  2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has the obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employer's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
  3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientists or laboratory director and certified as accurate.
  4. When a urine sample will be given will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place in a laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
  5. Immediately after the sample has been given, it will be divided into two equal parts. Each of the two portions of the sample will be separated sealed, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will

then be delivered to a testing laboratory that day or soonest normal business day by the fastest available method.

6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within 24 hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.
8. Each step in the collecting and processing of the urine sample shall be documented to establish procedural integrity and a chain of evidence. AL sample deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

f. Consequences of positive test results

1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any discipline procedures are invoked as specified in Section (E) (7).
2. Consistent with the conditions of the appendix, the employer may take disciplinary action based on the test results as follows:  
Confirmed positive test – Employee is subject to discharge.
3. Disciplinary measures including discharge shall not be subject to the grievance procedure during the first twelve (12) months of employment.

g. Employee rights

1. The employee shall have the right to a Union representative during any part of the drug testing process.
2. If at any point the results of the testing procedures specified in the appendix are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within 24 hours after the test results have been received by the employer. All positive test results will be kept confidential, and will be available only to the Chief, one designated representative of the Chief, and the employee.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the qualifications of the laboratory personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory.

- h. Union hold harmless  
The Union and the Port acknowledge that this drug-testing program is solely initiated at the behest of the Port. The Port shall be solely liable doe any legal obligations and costs arising out of the provisions and/or applications of this collective bargaining agreement relating to drug testing.

The Union shall be held harmless for the violation of any worker rights arising from the drug-testing procedures.



## APPENDIX C

### SUBSTANCE ABUSE REHABILITATION

If an employee comes forward requesting rehabilitation treatment for substance abuse, the employee will be referred to rehabilitation services. If the employee is caught in a prohibited activity without coming forward, s/he is subject to termination.

Return to work following treatment will be contingent on agreement to a Contract for Continued Employment drafted by the Port and agreed to by the Union.

Nothing in this Appendix limits the Port's right to take disciplinary action for just cause.

## **APPENDIX D**

### **FIRST AID FACILITY**

If it is the intention of the Port of Seattle to do a feasibility study on providing a “First Aid Facility” in the Airport’s Main Terminal to serve the traveling public, then Local 1257 would like to participate in that process.

Local 1257 should have the right to participate in any and all studies in providing first aid to the public, as we are the first line providers of emergency medical care on the Airport’s facilities. This shall be done to not only protect the Port of Seattle Fire Department and this Local, but to protect the greater interest of the Port.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8e

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:**

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Greg Gauthier, Labor Relations Manager  
Mikel O'Brien, Interim Sr. Director, Labor Relations

**SUBJECT: New collective bargaining agreement between the Port of Seattle and the Teamsters Local 117 representing Parking Services Revenue Representatives (PSRR).**

**Additional cost over term:** \$250,826.99

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement (CBA) between the Port of Seattle and Teamsters Local 117 representing Parking Services Revenue Representatives in our Aviation Landside Operations Department, covering the period from June 1, 2022, through May 31, 2023.

**EXECUTIVE SUMMARY**

Good faith bargaining between the Port of Seattle and Teamsters Local 117 resulted in a fair collective bargaining agreement consistent with the Port's priorities.

The bargaining unit, consisting of 19 Parking Services Revenue Representatives who provide customer service, cashiering transactions, and inventory control for the Airport's public parking garage was, prior to this agreement, part of a combined bargaining unit with our Employee Parking Bus Drivers who transport airport employees between the North Employee Parking Lot (NEPL) and the terminal. Both the Union and the Port have agreed that both work groups should be separated into two distinct bargaining units based upon the differences within their community of interests.

This new agreement covers a period of one year from June 1, 2022, through May 31, 2023. The estimated total cumulative additional cost for wages, pension, healthcare, and other benefits is \$250,826.99.

The costs are based upon a wage rate increase of 8%, a 4% estimated increase to healthcare premiums, and the deletion of the 1<sup>st</sup> 6 months entry level wage rate.



Meeting Date: September 27, 2022

**Other Changes**

- Incorporated Juneteenth holiday.
- Mutual agreement between the Parties to promote Equity, Diversity.
- Gender specific language amended.
- Increased employee healthcare monthly premium contribution.
- Enhanced vacation accrual formula for first year employees.

<b>Cost Impact \$</b>	<b>Term of Agreement (1 Year)</b>
Pay	\$1,150,625.17
Benefits	\$561,780.75
Total	\$1,712,405.92

The estimated total cost of this Agreement to the Port of Seattle over the term of the agreement is \$1,712,405.92.

**ATTACHMENTS TO THIS REQUEST**

- (1) Collective Bargaining Agreement between the Port of Seattle and Teamsters Local 117 representing Employee Parking Bus Drivers (red lined).

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

September 24, 2019—Commission authorization of previous Collective Bargaining Agreement covering both Employee Parking Bus Drivers and Parking Services Revenue Representatives.



# Teamsters Local Union No. 117

Affiliated with the  
International Brotherhood of Teamsters

## REPRESENTING BUS DRIVERS & PORT OF SEATTLE REPRESENTING PARKING SERVICE - REVENUE REPRESENTATIVES



### Term of Agreement

~~June 1, 2018~~ **2022 -**  
~~May 31, 2022~~ **2023**

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**AGREEMENT**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

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## AGREEMENT

### ARTICLE 1 - PURPOSE OF AGREEMENT

This Mutual Agreement has been entered into by the International Brotherhood of Teamsters, Local Union No. 117 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), collectively herein referred to as the Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union: the establishment through collective bargaining the equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and working conditions of employment.

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### ARTICLE 2 - UNION RECOGNITION

2.01

2.01 The Port recognizes the Union as the sole and exclusive bargaining representative for the classification positions covered by this Collective Bargaining Agreement.

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2.02 2.02 In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. A Business Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

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### ARTICLE 3 – PAYROLL DEDUCTION

3.01

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

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3.02 3.02 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) business days from date of hire.

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3.03 3.03 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding

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Port of Seattle – PSRRs

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

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

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**ARTICLE 4 - BULLETIN BOARDS AND ELECTRONIC MAIL**

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Two (2) bulletin boards found to be mutually acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. These bulletin boards shall be located one each near or in bargaining unit employee break areas. It is understood and agreed that the Union shall maintain the bulletin boards and that no material shall be posted which is obscene, defamatory, endorses or opposes candidates for public office or which would impair Port operations.

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Union Stewards may make limited use of the Port's telephones, FAX machines, copiers, and similar equipment for purposes of contract administration in compliance with the Port's policies governing use of public resources. In addition, Stewards and Union staff may use the Port's electronic mail system for communications related to contract administration and sending notices, provided they comply with the Port's policies governing electronic mail and internet use. In no circumstances shall use of the Port's equipment interfere with operations and/or service to the public.

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**ARTICLE 5 - BUSINESS UNION REPRESENTATIVE ACCESS**

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The Port agrees to allow reasonable access to Port facilities for business representatives Union Representatives who have been properly authorized by the Union for contract administration purposes. Such access shall be permitted in a manner as not to interfere with the functions of the Department or the Port. This Article shall apply within the constraints of federal or state regulations and statutes.

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**ARTICLE 6 - PAY PERIODS**

All employees shall be paid biweekly, and in no case shall the Port hold back more than fourteen (14) days' pay. No deductions shall be made from paychecks without the written consent of the employee, except as provided by federal, state, or municipal law. If the Port makes a payroll error resulting in an employee being owed five-hundred dollars (\$500.00) or more in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within three (3) business days (for the purposes of this Article, business days shall be defined as Monday, Tuesday, Wednesday, Thursday, and Friday). If the Port makes a payroll error resulting in an employee being owed between one hundred dollars (\$100.00) and five hundred dollars (\$500.00) in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within five (5) business days. If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross pay, the Port will include the pay correction on the employee's next regular pay check.

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Port of Seattle – PSRRs

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management's approval in each case. Personal holidays must be used by December 31<sup>st</sup> of each calendar year or will be lost. Requests for cancellation of approved personal holidays can be made; however, to insure approval, personal holiday cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. Employees do not have a right to displace another employee from scheduled work due to

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personal holiday cancellation unless cancellation is the result of an unforeseen personal hardship. Unforeseen Holiday shifts will be offered in seniority order.

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Holiday pay for regular part time and unscheduled part time employees shall be prorated on an average daily work schedule per week, calculated over a five (5)-week period.

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8.02 8.02 Holiday pay for full-time regular employees shall be eight (8) hours at the employee's regular rate of pay. All full-time regular employees shall be paid for all holidays indicated in Section 8.01 above regardless upon which day of the week the holiday shall fall, except as provided in Section 8.03 below. Employees working on holidays shall receive one and one-half (1½) extra days pay which shall be added to their regular biweekly pay. Except for personal holidays, holidays listed under Section 8.01 above shall be observed to coincide with dates commonly observed by State authority in lieu of the above. Any such readjusted schedule shall be established in December of each year for implementation in the following year. To be eligible for holiday pay, a full-time employee must have been on Port compensated time during the thirty (30) calendar days preceding the holiday. Such qualifying compensated time shall be limited to time worked, paid vacation, paid sick leave, bereavement leave, or jury duty.

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8.03 8.03 If a holiday falls on an employee's normal day off, the employee may exercise the option of taking another day off within thirty (30) days; otherwise, holiday pay will be paid.

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ARTICLE 9 - HEALTH AND WELFARE

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9.01

9.01 Effective June 1, 2018 2022 (based on May hours), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for every employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month as follows. The preceding month shall be defined by an eligibility date range that has been established as administratively appropriate by the Port and the Trust.

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a. a. Health & Welfare - Contribute the total sum of \$1,433.00 per 1,514.60 per month for continued benefits under "PLAN A" (price includes an additional \$18.00 for domestic partner coverage) with Time Loss "Plan A" (\$18.00), and Life Insurance "Plan A" (\$8.60).

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b. b. Dental - Contribute the sum of \$132 \$122.70 per month for continued benefits under the "PLAN A" (price includes an additional \$2.20 for domestic partner coverage).

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c. c. Vision - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an additional \$0.20 for domestic partner coverage).

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Effective ~~June 1, 2018~~ May 31, 2023, each employee eligible for benefits in any month shall contribute ~~\$75~~ one hundred fifteen dollars (\$115.00) toward the cost of the Health & Welfare monthly premium.-

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~~Effective the first day of the month following the execution of this agreement, each employee eligible for benefits in any month shall contribute \$85.00 toward the cost of the Health & Welfare monthly premium.~~

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~~Effective June 1, 2020, each employee eligible for benefits in any month shall contribute \$100.00 toward the cost of the Health & Welfare monthly premium.~~

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The Union will assist the Port in acquiring information from the medical benefits trust to insure that the Port is in compliance with the ACA. At any time during the term of this agreement, if the benefits provided by Washington Teamsters Welfare Trust become subject to an excise penalty, the parties agree to meet and discuss the impact. In the event the Affordable Care Act's Multiemployer Safe Harbor rule sunsets, the parties agree to open this section with respect to reporting and eligibility.

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~~9.02 9.02 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility, as may be modified by the Trustees during the life of the Agreement, the Port shall pay such premium increases as determined by the Trustees.~~

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~~9.03 9.03 The Port agrees to provide to each unscheduled part time employee a yearly calendar that shows the health and welfare eligibility date range for each month of the year in January that includes January of the following year.~~

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~~9.04 9.04 Retirees' Welfare Trust. Effective June 1, 2018 2022, based on May hours, contribute the sum of \$94.85 per employee per month for continued benefits under the "RWT PLUS PLAN." Monthly premiums required by the welfare trust, to maintain retiree coverage, greater than \$94.85 per month shall be paid by the employee through wage diversion.~~

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Effective June 1, 2017 2022, based on May hours, the Port shall contribute the following for continued benefits under the Retirees Welfare Trust "RWT-PLUS PLAN", and the Port shall reduce each member of the Bargaining Unit's wages by an amount equal to one half (1/2) of the monthly premium per member.

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~~Effective June 1, 2018 2022 \$94.85~~

~~Effective January 1, 2019 \$94.85~~

~~Effective January 1, 2020 \$TBD~~

~~Effective January 1, 2021 \$TBD~~

~~ARTICLE 10 – PENSION~~

~~10.01~~

~~10.01 Western Conference of Teamsters Pension Trust Fund. Effective as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each of its employees who perform the work listed under the classifications and wage section of this Agreement for every hour for which~~



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contribution for the PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

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The contributions shall be due and payable to the area administrative office no later than twenty (20) days after the end of each month. In the event the Employer fails to make the monetary contribution in conformity with this Article of the Agreement, the Trustees shall be free to take any action which is necessary to effect collections, and the Employer shall pay all costs of collections, including reasonable attorney fees.

Vacation time will be considered as time worked for the purpose of the Employer contribution referred to above.

~~10.02 PSRRs AND BUS DRIVERS Pacific Coast Benefits Trust. Effective June 1, 2018, the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining unit with at least two (2) years of continuous service, an amount equal to one dollar (\$1.00) for each hour for which compensation is paid to such employee. The total amount to be computed monthly.~~

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~~10.02 Effective January 1, 2020 Pacific Coast Benefits Trust. Effective June 1, 2022, the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining unit with at least two (2) years of continuous service, an amount equal to one dollar and twenty five (\$1.25) for each hour for which compensation is paid to such employee. The total amount to be computed monthly.~~

~~Effective January 1, 2021 the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining unit with at least two (2) years of continuous service, an amount equal to one dollar and thirty-five cents (\$1.35) for each hour for which compensation is paid to such employee. The total amount to be computed monthly.~~

~~ARTICLE 11 – VACATIONS –~~

~~11.01~~

~~At any time after the successful completion of the probationary period, employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date. Vacation hours shall be accrued hourly based on straight time hours paid based on the following accrual rates:~~

~~Five (5) days Ten (10) days' vacation during the first (1<sup>st</sup>) year of service (0.0192308 x 2080 annual hours = 5 days per year)~~

~~Ten (10) days vacation during the second (2<sup>nd</sup>), through the fourth (4<sup>th</sup>), years of service (0.038461 x 2080 annual hours = 10 days per year)~~

~~Fifteen (15) days days' vacation during the fifth (5<sup>th</sup>) through the ninth (9<sup>th</sup>) years of service (0.05769231 x 2080 annual hours = 15 days per year)~~

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Twenty (20) ~~days~~ days' vacation during the tenth (10<sup>th</sup>) year of service through the fifteenth (15<sup>th</sup>) years of service (0.0769231 x 2080 annual hours = 20 days per year)

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Twenty-one (21) ~~days~~ days' vacation during the sixteenth (16<sup>th</sup>) year of service and beyond. (0.080693 x 2080 annual hours = 21 days per year).-

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Vacation pay shall be calculated on the basis of an employee's straight-time hourly wage.

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~~11.02~~ ~~11.02~~ When paid holidays, as outlined in Article 8 of this Agreement, fall within an employee's vacation period, employees shall receive holiday pay and will not have vacation deducted that day.-

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~~11.03~~ ~~11.03~~ Whereas the Port and the Union recognize the importance of employees utilizing accrued vacation leave to promote and enhance their mental and physical well-being, employees shall attempt to use vacation leave during the year in which it is earned. To that-

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end, an annual vacation bid process shall be conducted and additional vacation request procedures are established as outlined in Article 19.

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11.04 11.04 Employees are strongly urged to take vacation in the year following the eligibility date when it was earned. -No more than two hundred forty (240) hours of vacation may be carried over at any time.-

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11.05 11.05 Employees must use all accrued vacation and sick leave prior to using leave without pay. -Leave without pay must be approved by management in advance.

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11.06 11.06 When an employee terminates following the six (6) month probationary period, the Port shall pay one hundred percent (100%%) of any accrued vacation.

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11.07 11.07 Requests for cancellation of approved vacation can be made; however, to insure approval, vacation cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. -Unscheduled part time employees shall not be involuntarily displaced from scheduled work due to vacation cancellation of regular employees, except in cases of emergency. -Emergencies may include an employee's or family member's illness, injury, or death.

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**ARTICLE 12 - SICK LEAVE**

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12.01

12.01 Employees shall accrue sick leave at the rate of .025 per hour compensated.-

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Sick Leave will accrue in two banks.-

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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 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 (Appendix B). Employees shall be entitled to carry over up to a maximum of forty (40) hours of accumulated Protected Sick Leave into the following calendar year.-

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

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On January 1<sup>st</sup> of every calendar year Protected Sick Leave in excess of forty (40) hours will be transferred to bank 2.-

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Probationary employees shall accrue Paid Sick Leave but may not use sick leave from bank 2 until they have successfully completed probation.-

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Accruals in bank 2 will be computed, up to a maximum accumulation of sixty (60) days

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of unused Paid Sick Leave, subject to the limitations listed below. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year.

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~~12.02~~ Paid Sick Leave shall be used only in instances of bona fide employee illness or injury (or others as required by law) resulting in absence from work as normally scheduled and shall not be converted to any other benefit or lump sum payment upon termination except as provided in 12.05 below.

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~~12.03~~ ~~12.03~~ Paid Sick Leave and Protected Sick Leave shall be at the employee's regular rate. Foreseen Paid Sick Leave of one (1) week or more for unscheduled part time employees shall be charged based on their hours compensated during the preceding five (5) week period.

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~~12.04~~ ~~12.04~~ A physician's statement may be required after the employee is off work for more than three (3) consecutive working days, was previously denied vacation leave for the same period of time, or an established pattern of absences exists (in this instance the Employer must have previously had a counseling session with the employee and given the employee an opportunity to explain the alleged pattern, and inform the employee of the need for a physician statement at the time of the sick call).

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~~12.05~~ ~~12.05~~ After completion of five (5) years continuous service, an employee who terminates shall receive payment for fifty percent (50%) of his/her/their accumulated Paid Sick Leave, not to exceed fifty percent (50%%) of sixty (60) days.

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~~12.06~~ ~~12.06~~ Paid Sick Leave is not available for medical or dental appointments; however, Protected Sick Leave may be utilized pursuant to RCW 49.46.210.

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~~12.07~~ ~~12.07~~ Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program outlined in HR-5. The Port of Seattle's Shared Leave Program shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Shared Leave to the Union.

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**ARTICLE 13 – OTHER LEAVE**

~~13.01~~

~~13.01~~ Paid Parental Leave. The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be provided to the bargaining unit members as outlined in Port policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advanced written notice.

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~~13.02~~

~~13.02~~ 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.

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives  
Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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**ARTICLE 14 - WORKERS COMPENSATION AND WORKPLACE ACCOMMODATION**

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14.01 Supplemental Pay.- At the employee's discretion, an employee may use sick leave during approved workers compensation time-loss periods. Sick leave supplements will be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate. When sick leave is exhausted, vacation leave may be paid in the same proportion as described for sick leave to bring total pay up to the normal bi-weekly rate.

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

14.03 Declining Light Duty.- In the event a light duty assignment is offered by the Port and the employee chooses not to accept such assignment, as provided by law, the employee will not be eligible to receive time-loss compensation. Employees are not required to accept any assignment that would exceed the restrictions set by their attending physician(s) of record.

**ARTICLE 15 - BEREAVEMENT LEAVE**

15.01

15.01 An employee who suffers a death in his/her/their immediate family shall be eligible for five (5) days bereavement leave, which shall be granted by the Port subject to the following conditions:

- a. The Port shall pay compensation at the employee's regular rate of pay for three (3) of the five (5) days. The two (2) days for which the Port is not compensating can, with the employee's permission, be paid through use of vacation or personal holidays, except when those days fall on the employee's normal days off. When the two (2) uncompensated days fall on the employee's normal days off, that employee shall not be paid for those two (2) days.
- b. The employee attends the funeral, wake, memorial service, or provides official documentation.
- c. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, aunt, uncle, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, step-siblings, step-children, and spouse's grandparents, aunt, uncle. Immediate family shall also include domestic partners and their respective

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relatives listed above.-

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- d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.

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The employee may be allowed up to an additional two (2) days of paid leave in consideration of the distance to the funeral or to the extent of the employee's involvement with arrangements for the deceased.

Paid bereavement leave for regular part time and unscheduled part time shall be pro-rated based on the average daily work schedule per week calculated over a five (5)-week period.

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**ARTICLE 16 - JURY DUTY AND COURT TIME**

16.01

16.01 After thirty (30) days of continuous employment, an employee covered by this Agreement who shall be summoned for jury duty shall, upon submission of proper evidence of his/her/their attendance in court, be paid his/her/their regular rate of pay for the actual hours lost (but not to exceed eight (8) hours per day or forty (40) hours per week), less any compensation he/she/they received as a juror. -If an employee is released from jury duty and has at least four (4) hours of his/her/their shift remaining, he/she/they shall immediately report back to work for the remainder of the shift.

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16.02 16.02 An employee who is called upon by the Port to serve as a witness in a court case or arbitration involving the Port of Seattle shall be paid his/her/their regular rate of pay while performing such witness service during his/her/their normal shift schedule. -An employee performing such witness service outside of his/her/their normal work schedule shall be paid for a minimum of three (3) hours at the overtime rate for each court appearance required. -Time required in court for such witness service in excess of three (3) hours shall also be compensated for at the overtime rate. -To verify time in excess of three (3) hours spent in court, an employee shall submit to the Port a time slip signed by an official of the court.

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16.03 16.03 Any fees received from the court by an employee who is a required witness in a Port-related court appearance shall be turned over to the Port. -The Port shall reimburse an employee for mileage paid by the court when such employee is a required witness in a Port-related court case.

**ARTICLE 17 - HOURS OF WORK AND OVERTIME**

17.01

17.01 Regular Full Time. Eight (8) hours shall constitute a workday and five (5) full eight (8) hour days shall constitute a workweek. -For payroll purposes the workweek is defined as Sunday through Saturday. -For The PSRR the eight (8) hour day shall be worked within an eight and one half (8.5) hour period in each of the five (5) days. -For bus drivers the eight (8) hour day shall be worked within an (8) hour period in each of the five (5) days. -Regular full time work schedule will include two (2) consecutive days off.

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17.02 17.02 Regular Part Time. A work day shall consist of one or more work shifts totaling no more than eight (8) hours (exclusive of unpaid meal periods for PSRR).

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Regular part time work schedules shall be twenty (20) to thirty-six (36) hours per week and will include two (2) consecutive days off. Part time schedules of less than five (5) days may not have all work days scheduled consecutively. Example: Work shifts on Sunday, Monday, Thursday and Friday; Days off Tuesday, Wednesday, Saturday.

17.03

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~~17.03~~ ~~17.03~~ ~~Unscheduled Part Time Employees.~~ - ~~Unscheduled part time employees are employees who do not have a regular full time or regular part time schedule and have no guarantee of hours. -Unscheduled part time employees are employees who bid on variable work week schedules during the biweekly bid process and are offered additional hours of work by seniority according to the procedures set forth in Article 4517, below.-~~

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~~17.04~~ ~~17.04~~ ~~Variable Weekly Work Schedule Definition.~~ - ~~Variable weekly work schedules are work schedules comprised of hours of coverage needed in excess of those covered by regular full time and regular part time schedules and include coverage, as needed, in the absence of employees with regular full and regular part time schedules. -Variable weekly work schedules may consist of one or more daily work shifts totaling no more than eight (8) hours (exclusive of unpaid meal periods for PSRR), and must include one day off in each work week. -Variable weekly work schedules are assigned using the processes outlined in Section 19.03, below.-~~

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~~17.05~~ ~~17.05~~ ~~Relief Periods~~

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a. ~~PSRRs.~~ A thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest periods are established for each eight and one-half (8-1/2) hour shift. ~~-If a PSRRan employee, does not get a break during a shift, the PSRRemployee, shall be paid at the overtime rate for missing the break.~~

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The scheduling of such meal period and rest periods ~~for an individual PSRR~~ shall be as follows: ~~The fifteen (15) minute breaks shall be scheduled approximately midpoint of each half (1/2) shift and the meal period shall start no earlier than three (3) hours nor later then the beginning of the fifth (5<sup>th</sup>) hour from the start of the shift.~~

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~~A PSRRAn employee~~ who is anticipated to, or works more than three (3) hours beyond their normally scheduled quitting time shall have a one-half (1/2) hour unpaid meal period either between shifts or during their shift extension, or one-half (1/2) hour of additional pay at the overtime rate if not afforded the meal period.

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b. ~~BUS DRIVERS.~~ Meal and rest periods may be combined to provide a forty-five (45) minute or a one (1) hour PAID meal period for each five (5) to eight (8) hour shift. ~~No other scheduled or relieved breaks are provided.~~

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~~Drivers working less than eight (8) hours shall be eligible for the thirty (30) minute meal period and one 15 rest period for shifts between five (5) and seven (7) hours. Drivers working a shift in excess of seven (7) hours shall be entitled to the thirty (30) minute meal period and two (2) fifteen (15) minute rest periods. Drivers working less~~

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than five (5) hours shall receive one fifteen (15) minute rest period.

The scheduling of such meal period for individual bus drivers shall be at the discretion of the Port based on appropriate manpower utilization and accommodating to the flow of traffic during each shift. However, the meal period shall start no earlier than three (3) hours or later than the beginning of the fifth (5<sup>th</sup>) hour from the start of the shift. A bus driver who works through the lunch break shall be paid one half (1/2) hour of overtime.

A bus driver who is anticipated to, or works more than three (3) hours beyond his/her normally scheduled quitting time shall have a one half (1/2) hour meal period either between shifts or during his/her shift extension, or one half (1/2) hour of additional pay at the overtime rate if not afforded the meal period.

e.b. ~~ALL BARGAINING UNIT EMPLOYEES.~~ During overtime hours, employees shall be entitled to the same meal periods and/or rest periods that the employee they are covering would have had.

During overtime hours when an employee is working a special assignment, breaks and meal periods will be provided as practicable.

Employees may be required to report to work or work extended hours in emergency conditions. Employees required to stay overnight or between shifts will be provided reasonable accommodations and subsistence.

~~17.06~~ ~~17.06~~ Overtime. Time worked in excess of eight (8) hours in any twenty-four (24) hour period shall be considered overtime and shall be paid for, at the rate of one and one-half (1.5) times the employee's regular rate of pay; unless such period of work is as a result of the employee's following shift beginning within the twenty-four (24) hour period; and the employee has had ten (10) hours off before returning to work, in which case the time will be considered-

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straight-time. Employees may voluntarily work a shift with at least eight (8) but less than ten (10) hours off on the first day of the bi-weekly bid without triggering overtime under this provision.

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Time compensated in excess of forty (40) straight-time hours in any one (1) employee's workweek shall be considered overtime and shall be paid for at the rate of one and one-half (1.5) times the employee's regular rate of pay.

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Overtime shall be paid on one basis only, and there shall be no compounding or pyramiding of overtime. The overtime rate shall be calculated based upon an employee's shift differential, if applicable, as provided in Article 20 (e)-b). On no occasion shall the Port offer time off in lieu of overtime.

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**ARTICLE 18 - CALL BACK**

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When an employee is called back the same day after the completion of a day's work, and after leaving the Employer's premises, a minimum of four (4) hours shall be paid at the applicable rate of pay. Employees who are called back for failure to complete in a satisfactory manner work which has been assigned shall not be eligible for the four (4) hours' minimum pay provided by this Article.

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**ARTICLE 19 - SCHEDULE AND VACATION BIDDING**

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**19.01**

Annual Work Schedule and Vacation Bid for Regular Full Time, Regular Part Time, and Unscheduled Part Time employees. Regular full time and regular part time work schedules shall be bid once per calendar year in order of seniority by the following procedure. Regular part time bid lines shall only be created by mutual agreement of the parties.

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1. Available work schedules shall be posted and distributed to employees at least one week prior to the start of the bid process. The bid process shall begin by November 5 of each year with a bid preference sheet and seniority list.
2. Each employee will bid their preferred schedule by seniority. Each employee shall bid their shift and vacation at the same time.
3. The bid work schedules will be posted and distributed to staff no later than 48 hours after the bid is completed. A copy of the schedule will also be sent to the Union. The vacation calendar will be posted in the Toll Plaza and the initial vacation bid will be also posted at Shelter 1.
4. New schedules will start the first day of the first bi-weekly bid of the New Year.

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More frequent schedule revisions may be necessary due to operational changes. If schedules require revisions of greater than fifteen (15) minutes to the start and or quit time, the Port and

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the Union will meet in good faith to arrive at an alternative schedule. Such changes will require the Union's agreement, to the extent required by law.

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19.02 Vacation Bidding.

1. Employees will have from 0000 to 2400 on their assigned bid day to select their shift and vacation time.
2. If an employee is unavailable during the bid process, ~~he/she~~they will leave a list of preferred shifts and ~~days~~days' vacation dates in a locked proxy box prior to their assigned bid day. Note: The number of preferences must equal the seniority of the employee.

Three (3) vacation slots per day will be made available per classification during the annual vacation bid process, limited to a maximum two (2) off on any shift. ~~Additional requests for vacation leave from all bargaining unit members will be first come/first serve and approved consistent with operational staffing needs. In general, requests for use of vacation leave shall be granted, when the request is made prior to the initial posting of the biweekly bid process for the dates requested, provided there is adequate coverage available.~~

Requests to cancel approved vacation shall be considered based on operational impact. ~~To insure approval, vacation cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. Employees do not have a right to displace another employee from scheduled work due to vacation cancellation unless cancellation is the result of an unforeseen personal hardship. Employees released to return to work from medical leave may displace employees from scheduled work.~~

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19.03

19.03 Biweekly Foreseen Schedule Bid.

A.

A. Two Week Biweekly Bid Schedules. ~~Two (2) week schedules will be configured by management as follows:~~

1.

1. When back fill is needed for a forty (40) hour weekly work schedule of an employee on leave, such schedule shall be an available schedule for bid and shall not be broken up. ~~Weekly forty (40)-hour bid vacation assignments shall be offered to unscheduled part time employees in order of seniority, in lieu of rotation. It is agreed that when forty (40)-hour bid vacation assignments offered under this Section are back-to-back, requiring two (2) periods of work without a day off, the first day of the second forty (40)-hour period will be assigned to another employee.~~

2.

2. Individual work shifts, to be filled, will be configured into two (2) week schedules; first, with weekly schedules of thirty-two (32) - forty (40) hours that include at least one day off; then by combining the remaining shifts while maintaining the "ten (10) hour rule".

3.

3. Where possible shift rotation will be minimized.

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B.

Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives  
Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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B. The Bid Process (Foreseen). — To fill foreseen staffing needs a biweekly schedule bid will be conducted for variable weekly work schedules as follows:

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1. Regular part time employees will be offered additional hours, up to forty (40) hours per week, prior to those hours being made available to unscheduled part time employees through the biweekly bid process. The additional hours offered will not include forty (40) hour blocks described in Article 4719.03 A (1) above.

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2. On a biweekly basis, two (2) week schedules, configured according to Article 4719.03 (A) above, with a preference bid sheet will be posted and distributed to employees.

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3. The two (2) week bid schedules and bid sheets shall be posted and distributed every two (2) weeks on a Saturday no later than 5:00 pm. The day and time will be set annually by the Employer and communicated to employees. A change to the set day and time must be communicated to the Union thirty (30) days in advance unless and emergency situation occurs such as the responsible supervisor is on unscheduled leave.

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4. The available two (2) week bid schedules will be posted and distributed for bid via email, employee bulletin boards in the Toll Plaza command center and the Shelter 1 driver area, and electric media as available (e.g., SharePoint).

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5. The designated day for posting shall be three (3) days prior to the bid day.

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6. Bidding shall be by seniority and each employee shall have a designated bid appointment time of fifteen (15) minutes with the scheduler/supervisor on every other Wednesday following the Saturday posting.

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7. Employees may submit a bid preference sheet prior to bid day in lieu of bidding in person or by phone on bid day.

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8. It is the employee's responsibility to contact the scheduler/supervisor during the designated fifteen (15) minute time slot to bid on a preferred two (2) week work schedule.

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9. If an employee fails to submit their bid preference sheet prior to bid day or fails to make contact during the designated time they may lose their seniority preference for that biweekly schedule bid process. A late caller can choose among schedules available at the time of the late call.

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10. Employees can choose to "drop to the bottom" by stating so at their bid

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time, declining to submit a bid or choosing not to call in on the bid day. Unfilled schedules will be assigned in reverse seniority order including those employees who have “dropped to the bottom”.

~~11.~~

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11. The final schedules will be posted no later than 4:00 pm Thursdays for two (2) week schedule starting the following Sunday.

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19.04

19.04 Scheduling Unforeseen Hours.- When additional hours not included in the biweekly bid process become available, those additional hours will be offered on a seniority basis to regular part time and unscheduled part time employees who do not have forty (40) hours per week scheduled. -Those employees will have the option to bypass available hours when offered if there is a lower seniority employee available to take the offered hours and that employee will not go into overtime or violate the ten (10) hour rule. -As a last resort, management reserves the right to assign hours in reverse seniority order on a mandatory basis to unscheduled part time employees. -When none are available overtime will be offered to regular full time employees in seniority order.-

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In addition to the option of bypassing work to less senior, unscheduled part time employees may decline work offered three (3) times per quarter. -When an employee declines work that employee shall not be required to accept a new shift of work for twenty-four (24) hours from the start of the offered shift.

Declining work a fourth (4<sup>th</sup>) time in a quarter will result in a written warning and further incidents of declining work shall be subjected to further, progressive discipline consistent with Article 23.

19.05

19.05 Scheduling Overtime.- Management shall offer overtime to the most senior employee consistent with the overtime provisions in 17.06.

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19.06

19.06 Trading Days Off.- When an employee wishes to trade work shifts and/or days off with another employee, such trading of work shifts and/or days off shall be subject to management approval and to the following controls and conditions:-

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a.

a. A trade must involve an exchange of work shift and/or days off between two (2) employees that does not result in overtime or a violation of the ten (10) hour rule.

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b.

b. When a "trade" involving days off occurs, paychecks may fluctuate to reflect actual hours worked.- Management may deny any trade that results in payment of any applicable overtime rate-of-pay for any party involved in the trade. -In each case, days off must be taken within two (2) weeks of when a "trade" occurs.

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c.

c. Employees must give management notice in writing of a requested trade at least twenty-four (24) hours in advance of the proposed trade dates.-

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19.07

19.07 Labor/Management Review.- The Parties may agree to meet from time-to-time to discuss issues that may arise concerning the scheduling procedures.

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**ARTICLE 20 - CLASSIFICATIONS AND RATES OF PAY**

(a) PSRR	Years of Service	Rate
	Entry	\$18.49
	After 1 year	\$18.77
	After 2 years	\$19.22
	After 3 years	\$20.08
	After 4 years	\$20.93
	After 5 years	\$21.78
	After 6 years	\$22.64
	After 7 years	\$23.49
	After 8 years	\$24.34
	After 9 years	\$25.20
	After 10 years	\$26.05

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~~Effective June 1, 2018, base rates for employees still employed in this bargaining unit on the date of the Union's ratification of this agreement shall be increased by three percent (3%).~~

~~Effective June 1, 2019, base wage rates for employees still employed in this bargaining unit on the date of the Union's ratification of this agreement shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%).~~

~~Effective June 1, 2020, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2019 through May 31, 2020). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) months will have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

~~Effective June 1, 2021, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2020 through May 31, 2021). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) months will have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

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~~Lead PSRR:~~

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Port of Seattle – PSRRs

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~~In the event the Port creates a Lead PSRR assignment, the Port agrees to provide notice and negotiate any mandatory subjects requested. Effective June 1, –~~

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<u>(b) – BUS DRIVER</u>	<u>Years of Service</u>	<u>Rate</u>
	Entry	\$20.93
	After 6 mo.	\$21.27
	After 1 year	\$22.14
	After 2 years	\$22.99
	After 3 years	\$23.84
	After 4 years	\$24.70
	After 5 years	\$25.55
	After 6 years	\$26.40
	After 7 years	\$27.26

~~Effective June 1, 2018, base rates for employees still employed on the date of the Union's ratification of this agreement shall be increased by three percent (3%).~~

~~Effective June 1, 2019~~2022, base wage rates for employees still employed in this bargaining unit on the date of the Union's ratification of this agreement shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%) ~~–~~ plus two percent (2%).

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(a) PSRR

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<u>Years of Service</u>	<u>Rate</u>
Entry	\$20.84
After 1 year	\$21.15
After 2 years	\$21.65
After 3 years	\$22.63
After 4 years	\$23.59
After 5 years	\$24.55
After 6 years	\$25.52
After 7 years	\$26.47
After 8 years	\$27.43
After 9 years	\$28.39
After 10 years	\$29.35

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Lead PSRR:

~~In the event the Port creates a Lead PSRR assignment, the Port agrees to provide notice and negotiate any mandatory subjects requested. Effective June 1, 2020, base wage rates shall be increased by one hundred percent~~

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~~(100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2019 through May 31, 2020). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) monthswill have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

~~Effective June 1, 2021, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2020 through May 31, 2021). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) monthswill have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

~~Effective June 1, 2018, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2018 shall receive a one percent (1%) wage premium for the following twelve (12) months.~~

~~Effective June 1, 2019, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2019 shall receive a one percent (1%) wage premium for the following twelve (12) months.~~

~~Effective June 1, 2020, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2020 shall receive a one percent (1%) wage premium for the following twelve (12) months.~~

~~Effective June 1, 2021, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2021 shall receive a one percent (1%) wage premium for the following twelve (12) months.~~

~~(c)~~

**(b) SHIFT DIFFERENTIALS:**

~~1. Shifts shall be identified by starting times, as follows:~~

Day Shift:	From: 4:00 a.m.	To: 11:59 a.m.
Swing Shift:	From: 12:00 noon	To: 7:59 p.m.

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Graveyard Shift: From: 8:00 p.m. To: 3:59 a.m.

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2. ~~2.~~ Employees assigned to a swing shift shall receive seven and one-half percent (7.5%) per hour above their regular classification rate [as listed in items (a) or (b) above]. ~~Employees assigned to graveyard or relief shifts shall receive ten percent (10%) per hour above their regular classification rate [as listed in items (a) or (b) above].~~

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(c) ~~(d)~~ **TRAINING PAY:** Employees assigned to training duties shall be compensated at one dollar (\$1.00) per hour premium for time spent performing those duties.

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**ARTICLE 21 - PROBATIONARY EMPLOYEES**

After employment, PSRRs ~~and bus drivers~~ shall be on probationary status for a working equivalent of six (6) months. The probationary period may be extended an additional three (3) months by mutual agreement between the employee, the Port and the Union.

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**ARTICLE 22 - NON-DISCRIMINATION**

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~~.

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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.

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**ARTICLE 23 - HANDLING OF DISCIPLINARY MATTERS**

~~23.01~~

~~23.01~~ Just Cause. ~~The Port shall not discipline or discharge any employee without just cause.~~

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~~23.02~~ 23.02 Investigation Meetings. The Employer shall recognize the right of an employee to union representation in an investigation/fact-finding meeting that could lead to the discipline of the employee. An employee who waives this right shall acknowledge such in writing.

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~~23.03~~ 23.03 Written Warning Notices. If a written warning notice involves a specific incident or violation, such notice, to be considered valid, must be issued within fourteen (14) calendar days after the Port became aware of the occurrence of such incident or violation claimed by the Port. The timeline to issue written warning notices may be occasionally extended in order for the Employer to perform a fair and complete investigation with mutual agreement between the Port and Union. ~~Written warnings shall be considered inactive and can no longer be used to justify further disciplinary action after eighteen (18) months following the issuance of the written warning as long as no further incident or violations of the same nature have occurred. At least one written warning notice identifying a complaint against the employee must have previously been given to the employee with a copy to the Union prior to discharge of the employee with the following exceptions:~~

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- a. Probationary employees may be discharged for just cause without prior written warning notice. ~~Such discharged employees will not have access to the grievance procedure.~~

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b. Discharge resulting from any of the infractions identified in 23.04 below require no prior written notice.

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~~23.04~~ ~~23.04~~ ~~Infractions requiring no written warning notice prior to discharge.~~

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a. ~~Gross misconduct such as but not limited to the following:~~

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~~b. b. Serious vehicle violations including but not limited to the following:~~

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~~23.05~~ ~~23.05~~ ~~Discharge and Suspension Notices.~~ The Employer shall recognize the right of an employee to due process prior to disciplinary suspension or discharge from employment. ~~Notice of recommended disciplinary suspension or discharge shall be timely made following the investigation of the circumstances resulting in the recommendation, normally within thirty-~~ (30) calendar days after the Port became aware of the incident. ~~The notice of proposed discipline shall include the facts upon which the charges are made and a scheduled opportunity to respond to the charges.~~ ~~Notification of a final decision following the response opportunity shall normally be within seven (7) days.~~

~~23.06~~ ~~23.06~~ ~~Right of Rebuttal.~~ Employees shall have the right to provide a written rebuttal statement as an attachment to any/all corrective action.

~~23.07~~ ~~23.07~~ ~~Notice to the Union.~~ The Port agrees to provide courtesy,

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copies (cc) to the Union of written warnings, and, notices of recommendations for discipline and final disciplinary letters in cases involving suspension and discharge.

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**ARTICLE 24 - GRIEVANCE PROCEDURE**

**24.01**

24.01 A grievance shall be defined as an issue raised relating to an alleged violation of any terms or provisions of this Agreement.

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**24.02**

Step 1. The employee or the employee and the shop steward shall, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance, bring said grievance to the attention of the Supervisor, using the grievance form attached to this agreement as Appendix A. The Supervisor shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after its initial submission.

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Step 2. In the event no settlement is reached within the fourteen (14) calendar day period, the employee or the employee and the shop steward shall, then within fourteen (14) calendar days, bring said grievance to the attention of the Manager or designee. The Manager or designee shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after submission.

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(14) calendar days, bring said grievance to the attention of the Manager or designee. The Manager or designee shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after submission.

Step 3. In the event no settlement is reached within this fourteen (14) calendar day period, the Union shall provide a copy of the written grievance to the Port's Director of Labor Relations or the Director's designee. Representatives of the Union and the Port shall then meet to attempt settlement of the grievance.

(Time limitations identified in Steps 2 and 3 may be waived by mutual agreement between the Port and the Union.)

Mediation. In the event no settlement is reached by the Union and the Port within thirty (30) days of the Step 3 meeting, upon mutual agreement, the Port and the Union may 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 4. In the event no settlement is reached by the Union and the Port, within thirty (30) calendar days of the Step 3 meeting or the mediation session, the parties shall have the right to submit a demand for arbitration to the Port. Within seven (7) calendar days after the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If the parties fail to agree, the grieving party shall, within seven (7) calendar days request a list

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of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). Within seven (7) calendar days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving-

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at a decision of the issue or issues presented; and shall confine his/her/their decision solely to the interpretation, application, or enforcement of this Agreement. -The arbitrator shall confine himself/herself/themself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her-them. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and the Port.

The Port and the Union shall share equally the fees and expenses of the arbitrator.

24.03 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

**ARTICLE 25 – STRIKES**

In recognition of the Port's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages, or similar activities to impede Port operations.

**ARTICLE 26 – RESPONSIBILITY**

Employees shall not be responsible for lost, damaged, or stolen property except in the case of proven negligence. -Upon request of the Union a full report will be furnished to the Union by the Port.

**ARTICLE 27 - SUB-RENTALS**

It is understood and agreed that where sub-rentals or leases are entered into covering any of the operations set forth in Article 20 of this Agreement, the conduct of such operations shall be in accordance with the provisions of this Contract.

**ARTICLE 28 - MEMBERSHIP RECOGNITION**

Both the Port and the Union agree that the Union members covered by this Contract take pride in their membership in the Teamsters Local 117. -It is mutually agreed that in order to recognize their membership and display that pride, the Port will provide nameplates, upon request for each employee to use while at work. -These nameplates will be mounted in the buses for the Drivers and on the exit booths for PSRRs during each individual member's shift. - Each nameplate will contain the first name of the employee and state their membership in Teamsters Local 117. -In addition, the nameplate may contain customer service oriented wording such as "reliable" and "courteous." -A sample depiction is below:

~~Reliable and Courteous~~  
~~Helping you today is:~~

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CAROL

Proud Member of Teamsters Local 117

Reliable and Courteous

Helping you today is:

CAROL

Proud Member of Teamsters Local 117

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives  
Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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**ARTICLE 29 – MEETINGS**

~~29.01~~

~~29.01~~ Employees who are requested to attend optional instructional meetings on their own time (not those held on Company time) shall be paid for actual time spent at the meetings only. ~~Overtime rate-of-pay shall be paid under the provisions of Article 17 – Scheduling, Hours of Work and Overtime. -The four (4) hour minimum required under Article 18 - Call Back shall not apply.~~

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~~29.02~~ ~~29.02~~ Up to one employee per classification ~~(currently EP Bus Driver, PSRR)~~ selected by the Union to attend negotiating sessions shall be paid for time lost from their regularly scheduled shifts. ~~They will not be paid overtime on hours outside of their regularly scheduled shifts.-~~

~~29.03~~ ~~29.03~~ When employees are required to attend a mandatory meeting(s) and they meet the requirements of Article 18, they shall be paid in accordance with Article 18 (Call Back). ~~This shall not be construed as to apply to training.-~~

**ARTICLE 30 - SAVINGS CLAUSE**

If any ~~article~~Article in 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 its appendix shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

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**ARTICLE 31 - SENIORITY AND REDUCTION IN FORCE**

~~31.01~~

~~31.01~~ Seniority shall commence when assigned as an employee in the bargaining unit and shall remain in force while assigned as an employee. ~~Seniority shall be broken by termination, after one (1) year on layoff, after (1) one year leave without pay, or by leaving the bargaining unit. -Seniority shall have no required applications except as specifically provided for in this Labor Agreement.~~

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~~31.02~~ ~~31.02~~ For purposes of shift and vacation bidding, and in the event of a reduction in force, there shall be ~~two seniority lists – one for regular employees assigned as PSRRs and one for regular employees assigned as bus drivers. one (1) seniority list.~~ The least senior employee shall be the first laid off and the last employee laid off shall be the first recalled.

Appropriate utilization of affected classes may modify the preceding paragraph. ~~If this becomes necessary, the Union will be notified prior to the layoff.- If the Union requests a meeting for the purpose of discussion, such a meeting will be scheduled.~~

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~~31.03~~ ~~31.03~~ All time worked as an employee in the bargaining unit shall count towards seniority. ~~Employees shall have seniority from their date of hire. Employees shall be promoted to full-time based on seniority.~~ After one probationary period, employees shall not be probationary again, except in the event an employee changes job classifications within the bargaining unit. ~~If an employee, under the aforementioned situation does not successfully complete probation in the new classification he or she shall be allowed to return to his/her prior classification without loss of seniority.~~

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~~complete probation in the new classification he or she shall be allowed to return to their prior classification without loss of seniority.~~

~~31.04~~ In the event of a reduction in force due to automation, the following provisions shall apply:

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~~a.~~ ~~a.~~—The Port of Seattle shall provide written notice to the affected employee at least thirty (30) calendar days in advance of the effective date.

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~~b.~~ ~~b.~~—Employees receiving written notices shall have outplacement service made available to them. ~~These services shall be arranged and paid for by the Port of Seattle.~~

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~~c.~~ ~~e.~~—An employee who has been subject to a reduction in force due to automation shall not suffer a break in seniority and may be eligible for recall for up to two (2) years from the date of the layoff. ~~All employees in this category shall keep a current address and phone number on file with the Port of Seattle. The employee shall notify the Port of Seattle of any change of address or phone number, in writing, within fifteen (15) days of the change.~~

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~~31.05~~ ~~31.05~~—~~Severance.~~ Should the need arise for a permanent reduction in a classification covered within this Agreement, the Port agrees to meet with the Union to bargain the effects of such decision. ~~The topics to be included in such impact negotiations will include severance payments, if any, and the timing and notice period for such reduction.~~

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**ARTICLE 32 - DEFERRED COMPENSATION**

As provided below in this Article, ~~Bus Drivers and Parking Service Revenue Representatives~~ bargaining unit employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. ~~Eligibility and participation of said employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to any other provisions of this Labor Agreement or to negotiation by the Union.~~

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**ARTICLE 33 - EXAMINATIONS-EMPLOYEE LEARNING AND DEVELOPMENT**

~~33.01~~ ~~CDL Medical Card Exam.~~ The Employer shall cover the cost of the medical exam required to maintain the CDL related medical card for bus drivers. ~~The cost of exam shall be covered in one of two ways. First the employee may schedule the exam with a Port provided physician at no cost to the employee; second, the employee may schedule the exam with his/her own physician and the Port will pay the equivalent fee as the Port pays its own provider to the employee's selected provider or to the employee on a reimbursement basis.~~

~~33.02~~ ~~CDL Medical Card Exam Stipend.~~ Each bus driver shall be provided a stipend

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~~equivalent to two (2) hours straight time pay for obtaining their CDL required medical card. It is understood that the medical exam will be conducted on the employee's own time.~~

~~**ARTICLE 34 – DRUG TESTING - SUBSTANCE TESTS**~~

~~34.01 — The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall be in conformance with all Federal Department of Transportation regulations.~~

~~34.02 — The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall comply with the Port of Seattle Commercial Driver Drug and Alcohol Policy. In the event the Port decides the Policy needs to be changed, the Port agrees to discuss these changes with the Union prior to permanent changes being made.~~

~~**ARTICLE 35 – EDUCATION PROGRAM**~~

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

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Educational assistance for employees shall be subject to ~~management approval. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of management, the Port shall provide reimbursement limited to job related educational curricula~~ the approval of the Manager. Employees are eligible to apply for College Degree Tuition reimbursement support under the terms of HR-12.

The Parties understand that the Employment Development and Education opportunities identified in Article 33 shall not be subject to bargain and are subject to revision by the Port. However, the Port agrees to provide advance notice of any changes to this program.

~~ARTICLE 3634 - MORE FAVORABLE CONDITIONS-~~

Working conditions, such as wages, hours of work or conditions of employment currently in effect, more favorable to employees than those set forth herein, shall remain in effect during the life of this Agreement to the extent required by law.

~~ARTICLE 3735 – MISCELLANEOUS–~~

~~37.01~~

~~35.01~~ ~~37.01~~ ~~Accidents.~~ Employees shall not be required to stand the cost arising out of any accident in which they may be involved during the normal course of their job duties, nor shall they be discharged for being involved in an accident unless the employee in question has been proven to be negligent by a preponderance of the evidence.

~~35.02~~ ~~37.02~~ ~~Illegal Equipment.~~ Employees shall not be required to drive equipment that does not conform to applicable City, State, and Federal vehicle codes. The Port shall reimburse employees for all fines and make whole any loss in pay resulting from arrests and/or citations for driving illegal Port equipment. Drivers shall not suffer a loss of working hours or pay for refusal to operate an illegal company vehicle which is a bona fide safety hazard.

~~35.03~~ ~~37.03~~ ~~Time Clocks.~~ All employees will be required to report their time on designated time clocks and/or other medium (e.g. computer, laptop, etc.) as directed by the Port. Employees will be paid for all time worked.

~~35.04~~ ~~37.04~~ ~~Commuter Benefits.~~ The Port agrees to extend to members of the bargaining unit a discount priced ORCA card on the same basis as such benefit is provided to non-represented employees. The Port reserves the right to modify or discontinue the benefit without a duty to bargain if the benefit is modified or discontinued for non-represented employees.

~~35.05~~ ~~37.05~~ ~~Employee Parking.~~ For the life of this Contract employee parking shall be provided at no cost to the employee at places designated by the Port. Additionally, vacation parking shall be provided at no cost to employees on the same basis as provided to non-represented employees as long as such benefit is provided.

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**ARTICLE 3836 - TRANSFER OF WORK/CONTRACTING**

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The Port of Seattle will not contract out any of the work presently being done by PSRRs and bus drivers during the term of this Agreement. It is understood that no Port client or customer is forced to utilize Port services. The Port will not suggest to the customer or client that it would be more-

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economically feasible for the customer to use services other than those provided by the Port. It is also understood the Port may not have any control over the decision of the customer or client in selecting certain services or service providers.

**ARTICLE 3937 - BUSINESS PARTNERSHIP COMMITTEE**

**37.01** The Port and the Union agree to establish a joint labor-management Business Partnership Committee to deal with issues relevant to the Port's ~~Employee Parking and~~ public parking operations.

**37.02** ~~2~~—The BPC's mission or purpose is to use the collaborative problem-solving process to make recommendations in areas critical to the Port's ~~Employee Parking and~~ Public Parking operations by expanding the involvement of employees in the management decision-making process.

**37.03** ~~3~~—The BPC may, for example, look at job enhancements, service levels, work practices, health and safety concerns, increased productivity, training opportunities, and the best practices of other organizations' ~~Employee Parking and~~ Public Parking operations.

**37.04** ~~4~~—The BPC will develop recommendation(s) for action by Port Aviation Operations management on issues related to the mission of the BPC.

**37.05** ~~5~~—If Port Aviation Operations management cannot support a BPC recommendation, pertinent issues and information will be shared with the BPC.

**37.06** ~~6~~—To insure that the Business Partnership Committee can effectively carry out its mission, it will enforce the following standards for its members and Port and Union representatives with whom it works:

- There will be open, immediate and candid sharing of all information that affects the Port's ~~Employee Parking and~~ Public Parking operations;
- The BPC will be a partnership in both substantive and procedural decisions involving the Port's ~~Employee Parking and~~ Public Parking operations;

**37.07** ~~7~~—The BPC will be made up of ~~up to two (2) one (1) Port managers representing Employee Parking and manager, Public Parking and the Port's assigned Labor Relations Manager and up to two (2) one (1) Union employee representatives representative per classification~~ and the Union's assigned ~~Business Agent, Union Representative,~~ Other representatives may be added as needed and agreed upon by the BPC.

**37.08** ~~8~~—The BPC will not discuss pending grievances or interpret the Agreement. Budget matters and fundamental business decisions may not be appropriate for thorough review by the BPC.

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37.09 9. Unless the Parties mutually agree otherwise, the BPC will meet within thirty (30) days after the execution of this agreement and on a regular basis thereafter to:-

- Determine BPC roles and responsibilities;
- Develop ground rules (which may include ground rules from bargaining); and

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- Develop and implement a work plan.

~~37.10~~ ~~40.~~ Approved minutes of BPC meetings will be distributed to all employees, management representatives and other Port personnel associated with the Port's ~~Employee Parking and~~ Public Parking operations.-

~~37.11~~ ~~41.~~ The Port and the Union will commit sufficient resources to the BPC so that it can effectively carry out its mission. ~~Port and Local 117 staff will be available to assist the BPC.~~

~~37.12~~ ~~42.~~ In consideration of the ~~twenty-four (24)~~ hour nature of the business, BPC meetings will be held during regular business hours and will generally be scheduled within the hours of member participants. ~~Up to one employee from each classification may be released with pay to attend.~~

~~37.13~~ ~~43.~~ In line with the BPC's mission, the BPC may change its focus during the term of the Agreement due to changes in the Port's ~~Employee Parking and~~ Public Parking operations.

**ARTICLE 4038 - MANAGEMENT RIGHTS**

~~40.01~~

~~38.01~~ 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.

~~38.02~~ ~~40.02~~ The Port reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management rights, it is not intended that any other provision of this Agreement providing a specific benefit or perquisite to employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

~~38.03~~ ~~40.03~~ Subject to the provisions of this Agreement, the Port reserves the following specific and exclusive management rights:

- To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- To determine the keeping of records;
- To establish employment qualifications for new employee applicants, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;

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e. To determine the mission, methods, processes, means, policies, and personnel necessary for providing service and Department operations, including, but not limited to, determining the increase, diminution, or change of operations, in whole

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e. or in part, including the introduction of any and all new, improved, automated methods of equipment; and making facility changes;

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f. To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;

g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;

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h. To establish reasonable work rules, and to modify training;

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i. To approve all employees' vacation and other leaves;

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j. To take whatever actions are necessary in emergencies (including runway incidents, extreme weather, automated system failure, and public safety threats) in order to assure the proper functioning of the Department; and

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k. To manage and operate its Departments, except as may be limited by provisions of this Agreement.

~~38.04~~ ~~40.04~~ It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

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**ARTICLE 39 - LETTERS OF UNDERSTANDING**

By reference herein, the Letters of Understanding/Memorandums of Agreements/Appendices listed below are hereby made part of this Agreement and do not require individual Employer-Union signatures:

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- Appendix A – Grievance Form
- Appendix B – Aviation Maintenance Vehicle Fleet—"Telematics"
- Appendix C – Commuter Trip Reduction Benefits

**ARTICLE 40 – DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)**

Effective upon ratification and execution of the agreement between the parties, in the event a minimum of fifty (50) current Port of Seattle employees elect to contribute to the Democrat, Republican, Independent Voter Education (DRIVE), the Port agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to DRIVE. Deductions must be a minimum of five dollars (\$5.00) per month per contributing employee. Both DRIVE and the employee shall notify the Port of the amount to be deducted on a monthly basis from the employee's paycheck. The Port shall transmit (electronically via ACH) to DRIVE

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Port of Seattle – PSRRs

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National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four (4) numbers of the employee's social security number and the amount deducted from the

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives  
Collective Bargaining Agreement June 1, 2018 to May 31, 2022

– Page 52 –



employee's paycheck. The Port shall be obligated to honor only an authorization to deduct the amount specified, in writing by the employee. The Port shall have no obligation or responsibility for calculating, computing, or verifying the amount to be deducted.

The International Brotherhood of Teamsters (IBT) Local 117 shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan. The IBT Local 117 further agrees to facilitate timely recoupment or to reimburse the Port for any contributions made to DRIVE in error.

Upon issuance and transmission of a check to DRIVE, the Port's responsibility shall cease with respect to such deductions. The International Brotherhood of Teamsters Local 117 agrees to indemnify and hold the Port harmless from all claims, demands, suits, or other forms of liability that may arise against the Port for or on account of any deduction made from the wages of such employees.

The Port reserves the right to discontinue DRIVE deductions in the event participation drops below the minimum of fifty (50) Port employees.

Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group with the Port of Seattle negotiate contract language with lower minimums on the number of employees required to contribute or the total monthly contribution amount in their respective contract at any time during the term of this Agreement.

**ARTICLE 41 - TERM OF AGREEMENT-**

The term of this Agreement shall be June 1, ~~2018~~2022, through May 31, ~~2022-2023~~, Effective dates for individual provisions will be as negotiated, herein.

**PORT OF SEATTLE**

**TEAMSTERS LOCAL UNION  
NO. 117/IBT**

**STEPHEN P. METRUCK  
Executive Director**

**JOHN SCEARCY  
Secretary-Treasurer**

**Date**

**Date**

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## GRIEVANCE FORM TEAMSTERS LOCAL UNION NO. 117

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

Member's Name \_\_\_\_\_ Job Classification \_\_\_\_\_

Member's Address \_\_\_\_\_

Shift \_\_\_\_\_ Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Date of Hire \_\_\_\_\_

Cellular Phone ( \_\_\_\_\_ ) \_\_\_\_\_ E-Mail \_\_\_\_\_

TYPE OF GRIEVANCE:  Discharge  Suspension  Seniority  Other (Specify) \_\_\_\_\_

1. Date and time of violation: \_\_\_\_\_

2. Section(s) of contract violated: \_\_\_\_\_

3. Exact location violation occurred: \_\_\_\_\_

4. Name(s) of witnesses: \_\_\_\_\_

5. Name(s) of supervisor(s) involved: \_\_\_\_\_

6. What should be done to correct the grievance: \_\_\_\_\_

Briefly describe what happened: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

Steward's Signature: \_\_\_\_\_

Supervisor's Response: \_\_\_\_\_

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Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Union – White Employee – Canary Company – Pink



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Appendix A

GRIEVANCE FORM  
TEAMSTERS LOCAL UNION NO. 117

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COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

Member's Name \_\_\_\_\_ Job Classification \_\_\_\_\_

Member's Address \_\_\_\_\_

Shift \_\_\_\_\_ Home Phone (\_\_\_\_\_) \_\_\_\_\_ Date of Hire \_\_\_\_\_

Cellular Phone (\_\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

TYPE OF GRIEVANCE:  Discharge  Suspension  Seniority  Other (Specify) \_\_\_\_\_

1. Date and time of violation: \_\_\_\_\_

2. Section(s) of contract violated: \_\_\_\_\_

3. Exact location violation occurred: \_\_\_\_\_

4. Name(s) of witnesses: \_\_\_\_\_

5. Name(s) of supervisor(s) involved: \_\_\_\_\_

6. What should be done to correct the grievance: \_\_\_\_\_

Briefly describe what happened: \_\_\_\_\_

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Union – White Employee – Canary Company – Pink



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Appendix B

**Protected Sick Leave**

**RCW 49.46.210**

~~(1) Beginning January 1, 2018, every employer shall provide each of its employees paid sick leave as follows:~~

~~(a) An employee shall accrue at least one hour of paid sick leave for every forty hours worked as an employee. An employer may provide paid sick leave in advance of accrual provided that such front loading meets or exceeds the requirements of this section for accrual, use, and carryover of paid sick leave.~~

~~(b) An employee is authorized to use paid sick leave for the following reasons:~~

~~(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;~~

~~(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and~~

~~(iii) When the employee's place of business 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 such a reason.~~

~~(c) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.~~

~~(d) An employee is entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment.~~

~~(e) Employers are not prevented from providing more generous paid sick leave policies or permitting use of paid sick leave for additional purposes.~~

~~(f) An employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.~~

~~(g) For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If an employer requires verification, verification must be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.~~

~~(h) An employer may not require, as a condition of an employee taking paid sick leave, that the~~

~~employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.~~

~~(i) For each hour of paid sick leave used, an employee shall be paid the greater of the minimum hourly wage rate established in this chapter or his or her normal hourly compensation. The employer is responsible for providing regular notification to employees about the amount of paid sick leave available to the employee.~~

~~(j) Unused paid sick leave carries over to the following year, except that an employer is not required to allow an employee to carry over paid sick leave in excess of forty hours.~~

~~(k) This section does not require an employer to provide financial or other reimbursement for accrued and unused paid sick leave to any employee upon the employee's termination, resignation, retirement, or other separation from employment. When there is a separation from employment and the employee is rehired within twelve months of separation by the same employer, whether at the same or a different business location of the employer, previously accrued unused paid sick leave shall be reinstated and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave under subsection (1)(d) of this section.~~

~~(2) For purposes of this section, "family member" means any of the following:~~

~~(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;~~

~~(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;~~

~~(c) A spouse;~~

~~(d) A registered domestic partner;~~

~~(e) A grandparent;~~

~~(f) A grandchild; or~~

~~(g) A sibling.~~

~~(3) An employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee.~~

~~(4) An employer may not discriminate or retaliate against an employee for his or her exercise of any rights under this chapter including the use of paid sick leave.~~

Port of Seattle – PSRRs

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[2017 c 2 § 5 (Initiative Measure No. 1433, approved November 8, 2016)]

**Appendix C**

Memorandum of Understanding

By and Between the

PORT OF SEATTLE  
and

**TEAMSTERS LOCAL UNION NO. 117**

AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS  
Representing Bus Drivers & Parking Service Revenue Representatives

**Re: Landside Fleet Tracking Project**

This Memorandum of Understanding (MOU), made effective as of the date of execution, is entered into by and between Teamsters Local Union No. 117 (Union) and the Port of Seattle, referred to herein collectively as the Parties.

The parties have met and discussed the installation and intended use of a real-time GPS-based Landside Fleet Tracking system for the Employee Parking buses and have agreed as follows:

1. The Landside Fleet Tracking Project is primarily intended to provide Landside Operations with additional tools to manage the many bus trips needed to shuttle participating airport employees to/from the Port designated airport employee parking lot(s), to expand functionality in the future, and provide airport stakeholders with timely route information.
2. The Parties agree that the Port will not randomly or routinely review the Landside Fleet Tracking Data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."
3. Landside Fleet Tracking System data relative to an investigation/complaint involving an Employee Parking driver shall be made available to the Union upon request in accordance with the terms and conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.
4. Any information gleaned from the Landside Fleet Tracking System used to support the Port's position relative to a disciplinary action and/or actions shall only be used in accordance with Article 23.01 of the CBA, Just Cause.
5. The Parties agree to include the Landside Fleet Tracking System as a discussion point to the future agendas for the Business Partnership Committee meeting unless and until such time that both parties mutually agree to remove it from the agenda.

Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives  
Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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Port of Seattle – PSRRs

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~~This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.~~

~~PORT OF SEATTLE TEAMSTERS LOCAL UNION  
NO. 117/IBT~~

~~By: \_\_\_\_\_ By: \_\_\_\_\_  
Stephen P. Metruck John Searey  
Executive Director Secretary-Treasurer~~

~~\_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_~~

~~\_\_\_\_\_~~

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~~Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives  
Collective Bargaining Agreement June 1, 2018 to May 31, 2022~~

~~Page 59~~





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be made available to the Union upon request in accordance with the terms and conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.–

<sup>1</sup> 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.

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4. 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 Article 23.01 of the CBA, Just Cause.—

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**Appendix C**  
**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**PORT OF SEATTLE**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Representing Parking Service Revenue Representatives**

**Re: Commuter Benefits**

This Memorandum of Understanding ~~is~~ (MOU), made effective ~~upon~~ as of the date of signing and shall expire when incorporated, is entered into a successor CBA by and between Teamsters Local Union No. 117 (Union) and the Port of Seattle (Employer), referred to herein collectively as the Parties.

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PORT OF SEATTLE \_\_\_\_\_ TEAMSTERS LOCAL UNION  
NO. 117/IBT

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stephen P. Metruck John Searcy  
Executive Director Secretary-Treasurer

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Whereas, the Port establishes and maintains a Commute Trip Reduction (CTR) Program that aligns with the requirements of the State of Washington Commute Trip Reduction Law, and is consistent with the Port Statement of Values to be responsible stewards of community resources and the environment;

Whereas, the Port would like to provide additional benefits aligned with its CTR Program to represented employees;

And whereas, the current Collective Bargaining Agreement between the parties does not include CTR program benefits;

The Parties, agree as follows:

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1. All Full time, part-time, on-call, and temporary employees, shall be eligible for the following benefits:

a. 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.

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b. 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;

2. The Port shall maintain full discretion to modify, change, amend, and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit;
3. Prior to modifying, changing, amending, and/or discontinuing either and/or both the ORCA program and the Ferry Reimbursement benefit, the Port agrees to provide advance notice to the Union;
4. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control.

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**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8f

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:**

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Greg Gauthier, Labor Relations Manager  
Mikel O'Brien, Interim Sr. Director, Labor Relations

**SUBJECT:** New collective bargaining agreement between the Port of Seattle and the Teamsters Local 117 representing Employee Parking Bus Drivers.

**Additional cost over term:** \$449,175.34

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement (CBA) between the Port of Seattle and Teamsters Local 117 representing Employee Parking Bus Drivers in our Aviation Landside Operations Department, covering the period from June 1, 2022, through May 31, 2023.

**EXECUTIVE SUMMARY**

Good faith bargaining between the Port of Seattle and Teamsters Local 117 resulted in a fair collective bargaining agreement consistent with the Port's priorities.

The bargaining unit, consisting of 31 budgeted<sup>1</sup> Employee Parking Bus Drivers, who transport airport employees between the North Employee Parking Lot (NEPL) and the terminal, was, prior to this agreement, part of a combined bargaining unit with our Parking Service Revenue Representatives (PSRR), who provide customer service, cashiering transactions, and inventory control for the Airport's public parking garage. Both the Union and the Port have agreed that both work groups should be separated into two distinct bargaining units based upon the differences within their community of interests.

This new agreement covers a period of one year from June 1, 2022, through May 31, 2023. The estimated total cumulative additional cost for wages, pension, healthcare, and other benefits is \$449,175.34.

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<sup>1</sup> Currently only 18

Meeting Date: September 27, 2022

The costs are based upon a CPI-U indexed wage rate increase of 6% + a 4% market adjustment (a total of 10%), a 4% estimated increase to healthcare premiums, and the deletion of the 1<sup>st</sup> 6 months entry level wage rate.

Other changes include: the mutual agreement between the Parties to promote Equity, Diversity, and Inclusion in the workplace; gender specific language has been amended; the inclusion of Juneteenth as a paid holiday; an increased employee health insurance monthly premium share (from \$100 to \$115 by end of term); an enhanced first year vacation accrual formula.

**JUSTIFICATION**

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

**SCOPE OF THE AGREEMENT**

Term of the Agreement  
June 1, 2022, through May 31, 2023.

**DETAILS**

Term of Agreement—June 1, 2022, through May 31, 2023

**FINANCIAL IMPLICATIONS**

**Wages**

<b>EP Bus Drivers</b>	<b>June 1, 2022</b>
	<b>6% + 4% Market Adjustment</b>
Entry	\$24.42
After 1 Year	\$25.42
After 2 Years	\$26.39
After 3 Years	\$27.36
After 4 Years	\$28.35
After 5 Years	\$29.33
After 6 Years	\$30.31
After 7 Years	\$31.30







**Teamsters Local Union No.**  
**PORT OF SEATTLE REPRESENTING**  
**EMPLOYEE PARKING**



Affiliated with the  
International Brotherhood of Teamsters

**REPRESENTING BUS DRIVERS &**  
**PARKING SERVICE REVENUE**  
**REPRESENTATIVES**



**Term of Agreement**

**June 1, 2018** ~~2022~~ **-**

**May 31, 2022** ~~2023~~

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**AGREEMENT**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

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**AGREEMENT**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

This Mutual Agreement has been entered into by the International Brotherhood of Teamsters, Local Union No. 117 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), collectively herein referred to as the Parties. -The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union: the establishment through collective bargaining the equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and working conditions of employment.

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**ARTICLE 2 - UNION RECOGNITION**

2.01

2.01 The Port recognizes the Union as the sole and exclusive bargaining representative for the classification positions covered by this Collective Bargaining Agreement.

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2.02 2.02 In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. -A Business Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. - Only the new employee will be released from duty with pay.

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**ARTICLE 3 - PAYROLL DEDUCTION**

3.01

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

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3.02 3.02 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) business days from date of hire.

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3.03 3.03 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met. -The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written

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cancellation notice.

~~3.04~~

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

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**ARTICLE 4 - BULLETIN BOARDS AND ELECTRONIC MAIL**

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Two (2) bulletin boards found to be mutually acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. -These bulletin boards shall be located one each near or in bargaining unit employee break areas. It is understood and agreed that the Union shall maintain the bulletin boards and that no material shall be posted which is obscene, defamatory, endorses or opposes candidates for public office or which would impair Port operations.

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Union Stewards may make limited use of the Port's telephones, FAX machines, copiers, and similar equipment for purposes of contract administration in compliance with the Port's policies governing use of public resources. -In addition, Stewards and Union staff may use the Port's electronic mail system for communications related to contract administration and sending notices, provided they comply with the Port's policies governing electronic mail and internet use. -In no circumstances shall use of the Port's equipment interfere with operations and/or service to the public.

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**ARTICLE 5 - BUSINESS UNION REPRESENTATIVE ACCESS**

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The Port agrees to allow reasonable access to Port facilities for business representatives Union Representatives who have been properly authorized by the Union for contract administration purposes. Such access shall be permitted in a manner as not to interfere with the functions of the Department or the Port. -This Article shall apply within the constraints of federal or state regulations and statutes.

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**ARTICLE 6 - PAY PERIODS**

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All employees shall be paid biweekly, and in no case shall the Port hold back more than fourteen (14) days' pay. No deductions shall be made from paychecks without the written consent of the employee, except as provided by federal, state, or municipal law. -If the Port makes a payroll error resulting in an employee being owed five-hundred dollars (\$500.00) or more in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within three (3) business days (for the purposes of this Article, business days shall be defined as Monday, Tuesday, Wednesday, Thursday, and Friday). -If the Port makes a payroll error resulting in an employee being owed between one hundred dollars (\$100.00) and five hundred dollars (\$500.00) in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within five (5) business days. -If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross pay, the Port will include the pay correction on the employee's next regular pay check.

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management's approval in each case. -Personal holidays must be used by December 31<sup>st</sup> of each calendar year or will be lost. -Requests for cancellation of approved personal holidays

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can be made; however, to insure approval, personal holiday cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. Employees do not have a right to displace another employee from scheduled work due to personal holiday cancellation unless cancellation is the result of an unforeseen personal hardship. -Unforeseen Holiday shifts will be offered in seniority order.

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Holiday pay for regular part time and unscheduled part time employees shall be prorated on an average daily work schedule per week, calculated over a five (5)-week period.

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8.02 8.02 Holiday pay for full-time regular employees shall be eight (8) hours at the employee's regular rate of pay. -All full-time regular employees shall be paid for all holidays indicated in Section 8.01 above regardless upon which day of the week the holiday shall fall, except as provided in Section 8.03 below. -Employees working on holidays shall receive one and one-half (1½) extra days pay which shall be added to their regular biweekly pay. -Except for personal holidays, holidays listed under Section 8.01 above shall be observed to coincide with dates commonly observed by State authority in lieu of the above. -Any such readjusted schedule shall be established in December of each year for implementation in the following year. -To be eligible for holiday pay, a full-time employee must have been on Port compensated time during the thirty (30) calendar days preceding the holiday. -Such qualifying compensated time shall be limited to time worked, paid vacation, paid sick leave, bereavement leave, or jury duty.

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8.03 8.03 If a holiday falls on an employee's normal day off, the employee may exercise the option of taking another day off within thirty (30) days; otherwise, holiday pay will be paid.

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ARTICLE 9 - HEALTH AND WELFARE

9.01

9.01 Effective June 1, 2018 2022 (based on May hours), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for every employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month as follows. -The preceding month shall be defined by an eligibility date range that has been established as administratively appropriate by the Port and the Trust.

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a. a. Health & Welfare - Contribute the total sum of \$1,433.00 per 1,514.60 per month for continued benefits under "PLAN A" (price includes an additional \$18.00 for domestic partner coverage) with Time Loss "Plan A" (\$18.00), and Life Insurance "Plan A" (\$8.60).-

b. b. Dental - Contribute the sum of \$122.70 per month for continued benefits under the "PLAN A" (price includes an additional \$2.20 for domestic partner coverage).

c. ~~e.~~ Vision. Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an additional \$0.20 for domestic partner coverage).

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Effective ~~June 1, 2018~~ May 31, 2023, each employee eligible for benefits in any month shall contribute ~~\$75~~ one hundred fifteen dollars (\$115.00) toward the cost of the Health & Welfare monthly premium.-

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~~Effective the first day of the month following the execution of this agreement, each employee eligible for benefits in any month shall contribute \$85.00 toward the cost of the Health & Welfare monthly premium.~~

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~~Effective June 1, 2020, each employee eligible for benefits in any month shall contribute \$100.00 toward the cost of the Health & Welfare monthly premium.~~

The Union will assist the Port in acquiring information from the medical benefits trust to insure that the Port is in compliance with the ACA.- At any time during the term of this agreement, if the benefits provided by Washington Teamsters Welfare Trust become subject to an excise penalty, the parties agree to meet and discuss the impact. -In the event the Affordable Care Act's Multiemployer Safe Harbor rule sunsets, the parties agree to open this section with respect to reporting and eligibility.-

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~~9.02 9.02 Maintenance of Plans.- The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. -If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility, as may be modified by the Trustees during the life of the Agreement, the Port shall pay such premium increases as determined by the Trustees.~~

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~~9.03 9.03 The Port agrees to provide to each unscheduled part time employee a yearly calendar that shows the health and welfare eligibility date range for each month of the year in January that includes January of the following year.~~

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~~9.04 9.04 Retirees' Welfare Trust. -Effective June 1, 2018/2022, based on May hours, contribute the sum of \$94.85 per employee per month for continued benefits under the "RWT PLUS PLAN." Monthly premiums required by the welfare trust, to maintain retiree coverage, greater than \$94.85 per month shall be paid by the employee through wage diversion.~~

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Effective June 1, ~~2017~~ 2022, based on May hours, the Port shall contribute the following for continued benefits under the Retirees Welfare Trust "RWT-PLUS PLAN", and the Port shall reduce each member of the Bargaining Unit's wages by an amount equal to one half (1/2) of the monthly premium per member.-

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	Effective June 1, <del>2018</del> <u>2022</u>	\$94.85
_____	Effective January 1, 2019	\$94.85
_____	Effective January 1, 2020	\$TBD
_____	Effective January 1, 2021	\$TBD
_____		



**ARTICLE 10 – PENSION**

**10.01**

Western Conference of Teamsters Pension Trust Fund. Effective as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each of its employees who perform the work listed under the classifications and wage section of this Agreement for every hour for which compensation is paid, said amounts to be computed monthly, provided that the maximum annual contribution shall be limited to 2,080 hours:

**(\*Program for Enhanced Early Retirement)**

	<u>Basic</u>	<u>*PEER/84</u>	<u>Total</u>
	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>
<u>Effective</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
6/1/18	\$2.78	\$0.18	\$2.96
	<u>Basic</u>	<u>*PEER/84</u>	<u>Total</u>
	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
6/1/22	\$2.78	\$0.18	\$2.96

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The contributions required to provide the Program For Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. -The additional contribution for the PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

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The contributions shall be due and payable to the area administrative office no later than twenty-(20) days after the end of each month. - In the event the Employer fails to make the monetary contribution in conformity with this Article of the Agreement, the Trustees shall be free to take any action which is necessary to effect collections, and the Employer shall pay all costs of collections, including reasonable attorney fees.

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Vacation time will be considered as time worked for the purpose of the Employer contribution referred to above.

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~~10.02 PSRRs AND BUS DRIVERS - Pacific Coast Benefits Trust. Effective June 1, 2018, the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining unit with at least two (2) years of continuous service, an amount equal to one dollar (\$1.00) for each hour for which compensation is paid to such employee. The total amount to be computed monthly.~~

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~~10.02 Effective January 1, 2020 Pacific Coast Benefits Trust. Effective June 1, 2022, the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining unit with at least two (2) years of continuous service, an amount equal to one dollar and twenty-five (\$1.25) for each hour for which compensation is paid to such employee. The total amount to be computed monthly.~~

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~~Effective January 1, 2021 the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining unit with at least two (2) years of continuous service, an amount equal to one dollar and thirty-five cents (\$1.35) for each hour for which compensation is paid to such employee. -The total amount to be computed monthly.~~

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**ARTICLE 11 - VACATIONS**

~~11.01~~

~~11.01 At any time after the successful completion of the probationary period, employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date. -Vacation hours shall be accrued hourly based on straight time hours paid based on the following accrual rates:-~~

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~~Five (5) days Ten (10) days' vacation during the first (1<sup>st</sup>) year of service (0.0192308 x 2080- annual hours = 5 days per year)~~

~~Ten (10) days vacation during the second (2<sup>nd</sup>), through the fourth (4<sup>th</sup>), years of service (0.038461 x 2080 annual hours = 10 days per year)~~

Fifteen (15) ~~days~~ days' vacation during the fifth (5<sup>th</sup>) through the ninth (9<sup>th</sup>) years of service (0.05769231 x 2080 annual hours =15 days per year)

Twenty (20) ~~days~~ days' vacation during the tenth (10<sup>th</sup>) year of service through the fifteenth (15<sup>th</sup>) years of service (0.0769231 x 2080 annual hours = 20 days per year)

Twenty-one (21) ~~days~~ days' vacation during the sixteenth (16<sup>th</sup>) year of service and beyond. (0.080693 x 2080 annual hours = 21 days per year).--

Vacation pay shall be calculated on the basis of an employee's straight-time hourly wage.

~~11.02~~ ~~11.02~~ When paid holidays, as outlined in Article 8 of this Agreement, fall within an employee's vacation period, employees shall receive holiday pay and will not have vacation deducted that day.--

~~11.03~~

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11.03 Whereas the Port and the Union recognize the importance of employees utilizing accrued vacation leave to promote and enhance their mental and physical well-being, employees shall attempt to use vacation leave during the year in which it is earned. To that end, an annual vacation bid process shall be conducted and additional vacation request procedures are established as outlined in Article 19.

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11.04 11.04 Employees are strongly urged to take vacation in the year following the eligibility date when it was earned. No more than two hundred forty (240) hours of vacation may be carried over at any time.

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11.05 11.05 Employees must use all accrued vacation and sick leave prior to using leave without pay. Leave without pay must be approved by management in advance.

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11.06 11.06 When an employee terminates following the six (6) month probationary period, the Port shall pay 100% of any accrued vacation.

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11.07 11.07 Requests for cancellation of approved vacation can be made; however, to insure approval, vacation cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. Unscheduled part time employees shall not be involuntarily displaced from scheduled work due to vacation cancellation of regular employees, except in cases of emergency. Emergencies may include an employee's or family member's illness, injury, or death.

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**ARTICLE 12 - SICK LEAVE.**

12.01

12.01 Employees shall accrue sick leave at the rate of .025 per hour compensated.

Sick Leave will accrue in two banks.

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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. 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 (Appendix B). Employees shall be entitled to carry over up to a maximum of forty (40) hours of accumulated Protected Sick Leave into the following calendar year.

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

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

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Probationary employees shall accrue Paid Sick Leave but may not use sick leave from bank 2

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until they have successfully completed probation.—

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Accruals in bank 2 will be computed, up to a maximum accumulation of sixty (60) days of unused Paid Sick Leave, subject to the limitations listed below. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year.

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12.02 ~~12.02~~ Paid Sick Leave shall be used only in instances of bona fide employee illness or injury (or others as required by law) resulting in absence from work as normally scheduled and shall not be converted to any other benefit or lump sum payment upon termination except as provided in 12.05 below.

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12.03 ~~12.03~~ Paid Sick Leave and Protected Sick Leave shall be at the employee's regular rate. Foreseen Paid Sick Leave of one (1) week or more for unscheduled part time employees shall be charged based on their hours compensated during the preceding five (5) week period.

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12.04 ~~12.04~~ A physician's statement may be required after the employee is off work for more than three (3) consecutive working days, was previously denied vacation leave for the same period of time, or an established pattern of absences exists (in this instance the Employer must have previously had a counseling session with the employee and given the employee an opportunity to explain the alleged pattern, and inform the employee of the need for a physician statement at the time of the sick call).

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12.05 ~~12.05~~ After completion of five (5) years continuous service, an employee who terminates shall receive payment for fifty percent (50%) of his/her/their accumulated Paid Sick Leave, not to exceed fifty percent (50%) of sixty (60) days.

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12.06 ~~12.06~~ Paid Sick Leave is not available for medical or dental appointments; however, Protected Sick Leave may be utilized pursuant to RCW 49.46.210.

12.07 ~~12.07~~ Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program outlined in HR-5. The Port of Seattle's Shared Leave Program shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Shared Leave to the Union.

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ARTICLE 13 – OTHER LEAVE

13.01

13.01 Paid Parental Leave. The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be provided to the bargaining unit members as outlined in Port policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advanced written notice.

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13.02 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.

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**ARTICLE 14 - WORKERS COMPENSATION AND WORKPLACE ACCOMMODATION**

14.01

14.01 Supplemental Pay.- At the employee's discretion, an employee may use sick leave during approved workers compensation time-loss periods. Sick leave supplements will be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate. When sick leave is exhausted, vacation leave may be paid in the same proportion as described for sick leave to bring total pay up to the normal bi-weekly rate.

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

14.03 Declining Light Duty.- In the event a light duty assignment is offered by the Port and the employee chooses not to accept such assignment, as provided by law, the employee will not be eligible to receive time-loss compensation. Employees are not required to accept any assignment that would exceed the restrictions set by their attending physician(s) of record.

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**ARTICLE 15 - BEREAVEMENT LEAVE**

15.01

15.01 An employee who suffers a death in his/her/their immediate family shall be eligible for five (5) days bereavement leave, which shall be granted by the Port subject to the following conditions:

a. The Port shall pay compensation at the employee's regular rate of pay for three (3) of the five (5) days. The two (2) days for which the Port is not compensating can, with the employee's permission, be paid through use of vacation or personal holidays, except when those days fall on the employee's normal days off. When the two (2) uncompensated days fall on the employee's normal days off, that employee shall not be paid for those two (2) days.

b. The employee attends the funeral, wake, memorial service, or provides official documentation.

c. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, aunt, uncle, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, step-siblings, step-children, and spouse's grandparents, aunt, uncle.

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Immediate family shall also include domestic partners and their respective relatives listed above.

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d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.

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The employee may be allowed up to an additional two (2) days of paid leave in consideration of the distance to the funeral or to the extent of the employee's involvement with arrangements for the deceased.

Paid bereavement leave for regular part time and unscheduled part time shall be pro-rated based on the average daily work schedule per week calculated over a five (5)-week period.

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**ARTICLE 16 - JURY DUTY AND COURT TIME**

**16.01**

16.01 After thirty (30) days of continuous employment, an employee covered by this Agreement who shall be summoned for jury duty shall, upon submission of proper evidence of his/her/their attendance in court, be paid his/her/their regular rate of pay for the actual hours lost (but not to exceed eight (8) hours per day or forty (40) hours per week), less any compensation he/she/they received as a juror. If an employee is released from jury duty and has at least four (4) hours of his/her/their shift remaining, he/she/they shall immediately report back to work for the remainder of the shift.

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16.02 16.02 An employee who is called upon by the Port to serve as a witness in a court case or arbitration involving the Port of Seattle shall be paid his/her/their regular rate of pay while performing such witness service during his/her/their normal shift schedule. An employee performing such witness service outside of his/her/their normal work schedule shall be paid for a minimum of three (3) hours at the overtime rate for each court appearance required. Time required in court for such witness service in excess of three (3) hours shall also be compensated for at the overtime rate. To verify time in excess of three (3) hours spent in court, an employee shall submit to the Port a time slip signed by an official of the court.

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16.03 16.03 Any fees received from the court by an employee who is a required witness in a Port-related court appearance shall be turned over to the Port. The Port shall reimburse an employee for mileage paid by the court when such employee is a required witness in a Port-related court case.

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**ARTICLE 17 - HOURS OF WORK AND OVERTIME**

**17.01**

17.01 Regular Full Time. Eight (8) hours shall constitute a workday and five (5) full eight (8) hour days shall constitute a workweek. For payroll purposes the workweek is defined as Sunday through Saturday. For PSRR the eight (8) hour day shall be worked within an eight and one half (8.5) hour period in each of the five (5) days. For bus drivers the eight (8) hour day shall be worked within an (8) hour period in each of the five (5) days. Regular full time work schedule will include two (2) consecutive days off.

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~~17.02~~ ~~17.02~~ Regular Part Time. A work day shall consist of one or more work shifts totaling no more than eight (8) hours ~~(exclusive of unpaid meal periods for PSRR).~~  
Regular part time work schedules shall be twenty (20) to thirty- six (36) hours per week and will include two (2) consecutive days off. ~~Part time schedules of less than five (5) days may not have all work days scheduled consecutively.~~ Example: Work shifts on Sunday, Monday, Thursday and Friday; Days off Tuesday, Wednesday, Saturday.

~~17.03~~

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**17.03** ~~17.03~~ **Unscheduled Part Time Employees.** - Unscheduled part time employees are employees who do not have a regular full time or regular part time schedule and have no guarantee of hours. -Unscheduled part time employees are employees who bid on variable work week schedules during the biweekly bid process and are offered additional hours of work by seniority according to the procedures set forth in Article ~~45~~19, below.-

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**17.04** ~~17.04~~ **Variable Weekly Work Schedule Definition.** - Variable weekly work schedules are work schedules comprised of hours of coverage needed in excess of those covered by regular full time and regular part time schedules and include coverage, as needed, in the absence of employees with regular full and regular part time schedules. -Variable weekly work schedules may consist of one or more daily work shifts totaling no more than eight (8) hours (exclusive of unpaid meal periods for PSRR) and must include one day off in each work week. -Variable weekly work schedules are assigned using the processes outlined in Section 19.03, below.-

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**17.05** ~~17.05~~ **Relief Periods**

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~~a. PSRRs. A thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest periods are established for each eight and one-half (8-1/2) hour shift. If a PSRR does not get a break during a shift, the PSRR shall be paid at the overtime rate for missing the break.~~

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~~The scheduling of such meal period and rest periods for an individual PSRR shall be as follows: The fifteen (15) minute breaks shall be scheduled approximately midpoint of each half (1/2) shift and the meal period shall start no earlier than three (3) hours nor later than the beginning of the fifth (5<sup>th</sup>) hour from the start of the shift.~~

~~A PSRR who is anticipated to, or works more than three (3) hours beyond their normally scheduled quitting time shall have a one-half (1/2) hour unpaid meal period either between shifts or during their shift extension, or one-half (1/2) hour of additional pay at the overtime rate if not afforded the meal period.~~

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~~b.a. **BUS DRIVERS.** Meal and rest periods may be combined to provide a forty-five (45) minute or a one (1) hour PAID meal period for each five (5) to eight (8) hour shift. No other scheduled or relieved breaks are provided.~~

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~~Drivers working less than eight (8) hours shall be eligible for the thirty (30) minute meal period and one 15 rest period for shifts between five (5) and seven (7) hours. Drivers working a shift in excess of seven (7) hours shall be entitled to the thirty-(30) minute meal period and two (2) fifteen (15) minute rest periods. Drivers working less than five (5) hours shall receive one fifteen (15) minute rest period.~~

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Employees may be required to report to work or work extended hours in emergency conditions. Employees required to stay overnight or between shifts will be provided reasonable accommodations and subsistence.

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~~17.06~~ ~~17.06~~ ~~Overtime.~~ Time worked in excess of eight (8) hours in any twenty-four (24) hour period shall be considered overtime and shall be paid for at the rate of one and one-half (1.5) times the employee's regular rate of pay; unless such period of work is as a result of the employee's following shift beginning within the twenty-four (24) hour period; and the employee has had ten (10) hours off before returning to work, in which case the time will be considered straight-time. ~~Employees may voluntarily work a shift with at least eight (8) but less than ten-~~ (10) hours off on the first day of the bi-weekly bid without triggering overtime under this provision.

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Time compensated in excess of forty (40) straight-time hours in any one (1) employee's workweek shall be considered overtime and shall be paid for at the rate of one and one-half (1.5) times the employee's regular rate of pay.

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Overtime shall be paid on one basis only, and there shall be no compounding or pyramiding of overtime. The overtime rate shall be calculated based upon an employee's shift differential, if applicable, as provided in Article 20 (e)-(b). On no occasion shall the Port offer time off in lieu of overtime.

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**ARTICLE 18 - CALL BACK**

When an employee is called back the same day, after the completion of a day's work, and after leaving the Employer's premises, a minimum of four (4) hours shall be paid at the applicable rate of pay. Employees who are called back for failure to complete in a satisfactory manner work which has been assigned shall not be eligible for the four (4) hours' minimum pay provided by this Article.

**ARTICLE 19 - SCHEDULE AND VACATION BIDDING**

~~19.01~~

~~19.01~~ Annual Work Schedule and Vacation Bid for Regular Full Time, Regular Part Time, and Unscheduled Part Time employees. Regular full time and regular part time work schedules shall be bid once per calendar year in order of seniority by the following procedure. Regular part time bid lines shall only be created by mutual agreement of the parties.

1. Available work schedules shall be posted and distributed to employees at least one week prior to the start of the bid process. The bid process shall begin by November 5 of each year with a bid preference sheet and seniority list.
2. Each employee will bid their preferred schedule by seniority. Each employee shall

Port of Seattle - EP Bus Drivers

bid their shift and vacation at the same time.

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3. The bid work schedules will be posted and distributed to staff no later than 48 hours after the bid is completed. -A copy of the schedule will also be sent to the Union. - The vacation calendar will be posted in the Toll Plaza and the initial vacation bid will be also posted at Shelter 1.

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4. New schedules will start the first day of the first bi-weekly bid of the New Year.

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More frequent schedule revisions may be necessary due to operational changes. - If schedules require revisions of greater than fifteen (15) minutes to the start and or quit time, the Port and the Union will meet in good faith to arrive at an alternative schedule. -Such changes will require the Union's agreement, to the extent required by law.

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19.02

19.02 Vacation Bidding.

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1. Employees will have from 0000 to 2400 on their assigned bid day to select their shift and vacation time.

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2. If an employee is unavailable during the bid process, he/she they will leave a list of preferred shifts and days days' vacation dates in a locked proxy box prior to their assigned bid day. - Note: The number of preferences must equal the seniority of the employee.

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Three (3) vacation slots per day will be made available per classification during the annual vacation bid process, limited to a maximum two (2) off on any shift. -Additional requests for vacation leave from all bargaining unit members will be first come/first serve and approved consistent with operational staffing needs. -In general, requests for use of vacation leave shall be granted, when the request is made prior to the initial posting of the biweekly bid process for the dates requested, provided there is adequate coverage available.

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Requests to cancel approved vacation shall be considered based on operational impact. - To insure approval, vacation cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. -Employees do not have a right to displace another employee from scheduled work due to vacation cancellation unless cancellation is the result of an unforeseen personal hardship. -Employees released to return to work from medial leave may displace employees from scheduled work.

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19.03

19.03 Biweekly Foreseen Schedule Bid.

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A. Two Week Biweekly Bid Schedules. -Two (2) week schedules will be configured by management as follows:

4.

1. When back fill is needed for a forty (40) hour weekly work schedule of an employee on leave, such schedule shall be an available schedule for bid and shall not be broken up. -Weekly 40-hour bid vacation assignments

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shall be offered to unscheduled part time employees in order of seniority, in lieu of rotation. -It is agreed that when 40-hour bid vacation assignments

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offered under this Section are back-to-back, requiring two (2) periods of work without a day off, the first day of the second 40-hour period will be assigned to another employee.

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2.

2. Individual work shifts, to be filled, will be configured into two (2) week schedules; first, with weekly schedules of thirty-two (32) - forty (40) hours that include at least one day off; then by combining the remaining shifts while maintaining the "ten-hour rule".

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3.

3. Where possible, shift rotation will be minimized.

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B.

B. The Bid Process (Foreseen). To fill foreseen staffing needs, a biweekly schedule bid will be conducted for variable weekly work schedules as follows:

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4.

1. Regular part time employees will be offered additional hours, up to forty (40) hours per week, prior to those hours being made available to unscheduled part time employees through the biweekly bid process. The additional hours offered will not include forty (40) hour blocks described in Article 4Z19.03 A (1) above.

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2.

2. On a biweekly basis, two (2) week schedules, configured according to Article 4Z19.03 (A) above, with a preference bid sheet will be posted and distributed to employees.

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3.

3. The two (2) week bid schedules and bid sheets shall be posted and distributed every two (2) weeks on a Saturday no later than 5:00 pm. The day and time will be set annually by the Employer and communicated to employees. A change to the set day and time must be communicated to the Union thirty (30) days in advance unless an emergency situation occurs such as the responsible supervisor is on unscheduled leave.

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4.

4. The available two (2) week bid schedules will be posted and distributed for bid via email, employee bulletin boards in the Toll Plaza command center and the Shelter 1 driver area, and electronic media as available (e.g., SharePoint).

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5.

5. The designated day for posting shall be three (3) days prior to the bid day.

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6.

6. Bidding shall be by seniority and each employee shall have a designated bid appointment time of fifteen (15) minutes with the scheduler/supervisor on every other Wednesday following the Saturday posting.

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7.

7. Employees may submit a bid preference sheet prior to bid day in lieu of bidding in person or by phone on bid day.

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8. It is the employee's responsibility to contact the scheduler/supervisor during the designated fifteen (15) minute time slot to bid on a preferred two (2) week work schedule.

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9. If an employee fails to submit their bid preference sheet prior to bid day or fails to make contact during the designated time they may lose their seniority preference for that biweekly schedule bid process. A late caller can choose among schedules available at the time of the late call.

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10. Employees can choose to "drop to the bottom" by stating so at their bid time, declining to submit a bid or choosing not to call in on the bid day. Unfilled schedules will be assigned in reverse seniority order including those employees who have "dropped to the bottom".

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11. The final schedules will be posted no later than 4:00 pm Thursdays for two (2) week schedule starting the following Sunday.

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19.04 Scheduling Unforeseen Hours. When additional hours not included in the biweekly bid process become available, those additional hours will be offered on a seniority basis to regular part time and unscheduled part time employees who do not have forty (40) hours per week scheduled. Those employees will have the option to bypass available hours when offered if there is a lower seniority employee available to take the offered hours and that employee will not go into overtime or violate the ten (10) hour rule. As a last resort, management reserves the right to assign hours in reverse seniority order on a mandatory basis to unscheduled part time employees. When none are available overtime will be offered to regular full-time employees in seniority order.

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In addition to the option of bypassing work to less senior, unscheduled part time employees may decline work offered three (3) times per quarter. When an employee declines work that employee shall not be required to accept a new shift of work for twenty-four (24) hours from the start of the offered shift.

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Declining work a fourth (4<sup>th</sup>) time in a quarter will result in a written warning and further incidents of declining work shall be subjected to further progressive discipline consistent with Article 23.

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19.05 Scheduling Overtime. Management shall offer overtime to the most senior employee consistent with the overtime provisions in 17.06.

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19.06 Trading Days Off. When an employee wishes to trade work shifts and/or days off with another employee, such trading of work shifts and/or days off shall be subject to management approval and to the following controls and conditions:

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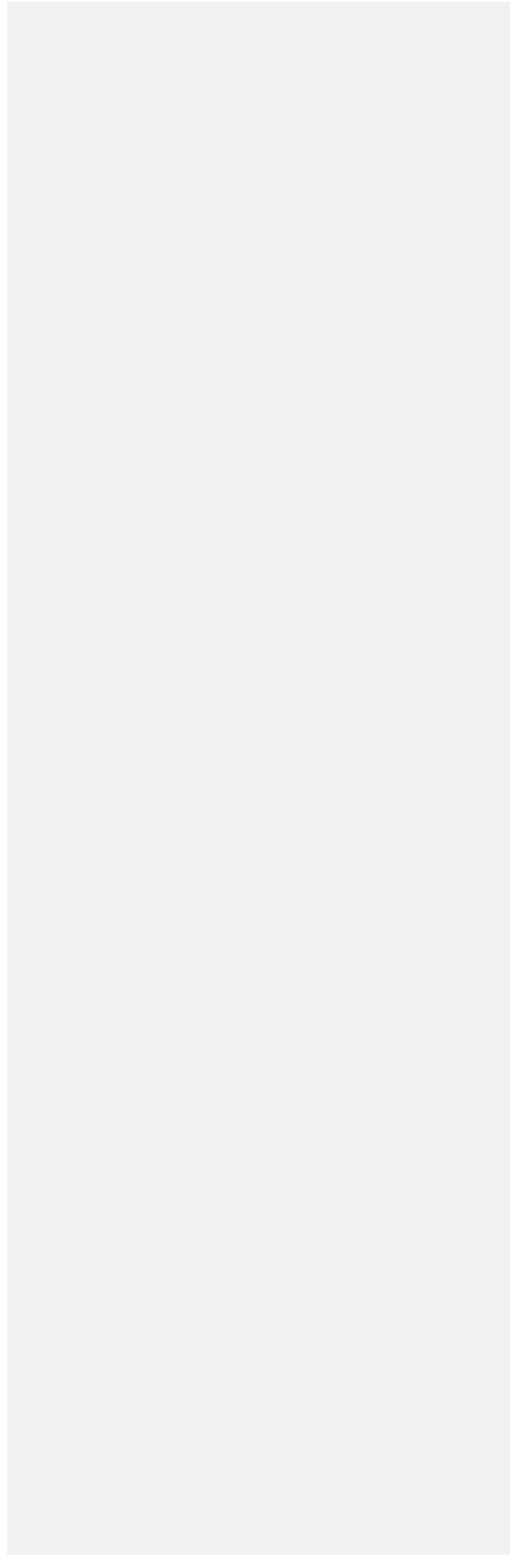
a. A trade must involve an exchange of work shift and/or days off between two (2) employees that does not result in overtime or a violation of the ten (10) hour rule.

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b. When a "trade" involving days off occurs, paychecks may fluctuate to reflect actual hours worked. Management may deny any trade that results in payment of any applicable overtime rate-of-pay for any party involved in the trade. In each case, days off must be taken within two (2) weeks of when a "trade" occurs.

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c. Employees must give management notice in writing of a requested trade at least twenty-four (24) hours in advance of the proposed trade dates.

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19.07 Labor/Management Review. The Parties may agree to meet from time-to-time to discuss issues that may arise concerning the scheduling procedures.

**ARTICLE 20 - CLASSIFICATIONS AND RATES OF PAY**

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Effective June 1, (a) PSRR	Years of Service	Rate
	Entry	\$18.49
	After 1 year	\$18.77
	After 2 years	\$19.22
	After 3 years	\$20.08
	After 4 years	\$20.93
	After 5 years	\$21.78
	After 6 years	\$22.64
	After 7 years	\$23.49
	After 8 years	\$24.34
	After 9 years	\$25.20
	After 10 years	\$26.05

Effective June 1, 2018, base rates for employees still employed in this bargaining unit on the date of the Union's ratification of this agreement shall be increased by three percent (3%).

Effective June 1, 2019/2022, base wage rates for employees still employed in this bargaining unit on the date of the Union's ratification of this agreement shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%), plus four percent (4%).

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BUS Effective June 1, 2020, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2019 through May 31, 2020). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) months will have the lump sum calculation based on hours they would

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~~have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

~~Effective June 1, 2021, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2020 through May 31, 2021). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) months will have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

~~Lead PSRR:~~

~~In the event the Port creates a Lead PSRR assignment, the Port agrees to provide notice and negotiate any mandatory subjects requested.~~

(a) DRIVER

<del>(b) BUS DRIVER</del>	<del>Years of Service</del>	<del>Rate</del>
	Entry	<del>\$20.93</del> <del>24.42</del>
	After 6 mo.	<del>\$21.27</del>
	After 1 year	<del>\$22.14</del> <del>25.42</del>
	After 2 years	<del>\$22.99</del> <del>26.39</del>
	After 3 years	<del>\$23.84</del> <del>27.36</del>
	After 4 years	<del>\$24.70</del>
	After 5 years	<del>28.35</del>
	After 6 years	<del>\$25.55</del>
	After 7 years	<del>29.33</del> <del>\$26.40</del> <del>30.31</del> <del>\$27.26</del> <del>31.30</del>

~~Effective June 1, 2018, base rates for employees still employed on the date of the Union's ratification of this agreement shall be increased by three percent (3%).~~

~~Effective June 1, 2019, base wage rates for employees still employed in this bargaining unit on the date of the Union's ratification of this agreement shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%).~~

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~~Effective June 1, 2020, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2019 through May 31, 2020). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) monthswill have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

~~Effective June 1, 2021, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2020 through May 31, 2021). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) monthswill have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).~~

~~Effective June 1, 2018~~Effective June 1, 2022, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents and no seatbelt violations in the twelve (12) months prior to June 1, 2018~~2022~~, shall receive a one percent (1%) wage premium for the following twelve (12) months.

~~Effective June 1, 2019, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2019 shall receive a one percent (1%) wage premium for the following twelve (12) months.~~

~~Effective June 1, 2020, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2020 shall receive a one percent (1%) wage premium for the following twelve (12) months.~~

~~Effective June 1, 2021, Bus Drivers with at least twelve (12) months of service who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2021 shall receive a one percent (1%) wage premium for the following twelve (12) months.~~

(e) —  
(b) **SHIFT DIFFERENTIALS:**

1. ~~4.~~ Shifts shall be identified by starting times, as follows:

Day/Shift:	From:	To:
	4:00 a.m.	11:59 a.m.

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Port of Seattle - EP Bus Drivers

Swing Shift: From: 12:00 noon To: 7:59 p.m.  
Graveyard Shift: From: 8:00 p.m. To: 3:59 a.m.

2. ~~2.~~ Employees assigned to a swing shift shall receive seven and one-half percent (7.5%) per hour above their regular classification rate [as listed in items (a) or (b) above]. Employees assigned to graveyard or relief shifts-

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shall receive ten percent (10%) per hour above their regular classification rate [as listed in items (a) or (b) above].

(c) ~~(d) TRAINING PAY:-Training Pay.~~ Employees assigned to training duties shall be compensated at one dollar (\$1.00) per hour premium for time spent performing those duties.

**ARTICLE 21 - PROBATIONARY EMPLOYEES**

After employment, ~~PSRRs and~~ bus drivers shall be on probationary status for a working equivalent of ~~six-~~ (6) months. The probationary period may be extended an additional three (3) months by mutual agreement between the employee, the Port and the Union.

**ARTICLE 22 - NON-DISCRIMINATION**

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 23 - HANDLING OF DISCIPLINARY MATTERS**

~~23.01~~

~~23.01~~ Just Cause. -The Port shall not discipline or discharge any employee without just cause.

~~23.02~~ ~~23.02~~ Investigation Meetings. The Employer shall recognize the right of an employee to union representation in an investigation/fact-finding meeting that could lead to the discipline of the employee. -An employee who waives this right shall acknowledge such in writing.

~~23.03~~ ~~23.03~~ Written Warning Notices. If a written warning notice involves a specific incident or violation, such notice, to be considered valid, must be issued within fourteen (14) calendar days after the Port became aware of the occurrence of such incident or violation claimed by the Port. The timeline to issue written warning notices may be occasionally

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extended in order for the Employer to perform a fair and complete investigation with mutual agreement between the Port and Union. Written warnings shall be considered inactive and can no longer be used to justify further disciplinary action after eighteen (18) months following the issuance of the written warning as long as no further incident or violations of the same nature have occurred. At least one written warning notice identifying a complaint against the employee must have-

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previously been given to the employee with a copy to the Union prior to discharge of the employee with the following exceptions:

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- ~~a. Probationary employees may be discharged for just cause without prior written warning notice. Such discharged employees will not have access to the grievance procedure.~~
- ~~b. Discharge resulting from any of the infractions identified in 23.04 below require no prior written notice.~~

~~23.04 Infractions requiring no written warning notice prior to discharge.~~

- ~~a. Gross misconduct such as but not limited to the following:
 
  - ~~Theft in connection with Port employment including stealing time, materials, money, belongings, or equipment,~~
  - ~~Gross Insubordination,~~
  - ~~Fighting on Port premises,~~
  - ~~Possession, sale, use of, or under the influence of unproscribed narcotics or controlled substances or alcohol while on Port premises,~~
  - ~~Deliberate falsification of official Port documents or records,~~
  - ~~Willful destruction or damage to Port property,~~
  - ~~Willful or gross disrespect for customers; or~~
  - ~~Committing a felony while on duty.~~~~
- ~~b. Serious vehicle violations including but not limited to the following:
 
  - ~~A serious accident wherein the employee is proven to be grossly negligent by a preponderance of the evidence,~~
  - ~~Willful failure to provide a timely report of an accident involving Port equipment,~~
  - ~~Willful vehicle abuse of a serious nature including reckless driving, or~~
  - ~~Unauthorized use of a company vehicle or the carrying of unauthorized passengers on the Port's equipment.~~~~

~~23.05 Discharge and Suspension Notices. The Employer shall recognize the right of~~

- ~~a. Probationary employees may be discharged for just cause without prior written warning notice. Such discharged employees will not have access to the grievance procedure.~~
- ~~b. Discharge resulting from any of the infractions identified in 23.04 below require no prior written notice.~~

~~23.04 Infractions requiring no written warning notice prior to discharge.~~

- ~~a. Gross misconduct such as but not limited to the following:~~

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- Theft in connection with Port employment - including stealing time, materials, money, belongings, or equipment,
- Gross Insubordination,
- Fighting on Port premises,
- Possession, sale, use of, or under the influence of - unprescribed narcotics or controlled substances or alcohol while on Port premises,
- Deliberate falsification of official Port documents or records,
- Willful destruction or damage to Port property,
- Willful or gross disrespect for customers; or
- Committing a felony while on duty.

b. Serious vehicle violations including but not limited to the following:

- A serious accident wherein the employee is proven to be grossly negligent by a preponderance of the evidence,
- Willful failure to provide a timely report of an accident involving Port equipment,
- Willful vehicle abuse of a serious nature including reckless driving, or
- Unauthorized use of a company vehicle or the carrying of unauthorized passengers on the Port's equipment.

23.05 Discharge and Suspension Notices. The Employer shall recognize the right of an employee to due process prior to disciplinary suspension or discharge from employment. Notice of recommended disciplinary suspension or discharge shall be timely made following the investigation of the circumstances resulting in the recommendation, normally within thirty (30) calendar days after the Port became aware of the incident. The notice of proposed discipline shall include the facts upon which the charges are made and a scheduled opportunity to respond to the charges. Notification of a final decision following the response opportunity shall normally be within seven (7) days.

23.06

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23.06 Right of Rebuttal. Employees shall have the right to provide a written rebuttal statement as an attachment to any/all corrective action.

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23.07 Notice to the Union. The Port agrees to provide courtesy copies (cc) to the Union of written warnings; and, notices of recommendations for discipline and final disciplinary letters in cases involving suspension and discharge.

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ARTICLE 24 - GRIEVANCE PROCEDURE

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24.01

24.01 A grievance shall be defined as an issue raised relating to an alleged violation of any terms or provisions of this Agreement.

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24.02

Step 1. The employee or the employee and the shop steward shall, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance, bring said grievance to the attention of the Supervisor, using the grievance form attached to this agreement as Appendix A. The Supervisor shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after its initial submission.

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Step 2. In the event no settlement is reached within the fourteen (14) calendar day period, the employee or the employee and the shop steward shall, then within fourteen (14) calendar days, bring said grievance to the attention of the Manager or designee. The Manager or designee shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after submission. (14) calendar days, bring said grievance to the attention of the Manager or designee. The Manager or designee shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after submission.

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Step 3. In the event no settlement is reached within this fourteen (14) calendar day period, the Union shall provide a copy of the written grievance to the Port's Director of Labor Relations or the Director's designee. Representatives of the Union and the Port shall then meet to attempt settlement of the grievance.

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(Time limitations identified in Steps 2 and 3 may be waived by mutual agreement between the Port and the Union.)

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Mediation. In the event no settlement is reached by the Union and the Port within thirty (30) days of the Step 3 meeting, upon mutual agreement, the Port and the Union may 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

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proceeding.

Step 4. -In the event no settlement is reached by the Union and the Port, within thirty (30) calendar days of the Step 3 meeting or the mediation session, the parties shall have the right to submit a demand for arbitration to the Port. -Within seven (7) calendar days after

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the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If the parties fail to agree, the grieving party shall, within seven (7) calendar days request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). Within seven (7) calendar days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her/their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her/them. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and the Port.

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The Port and the Union shall share equally the fees and expenses of the arbitrator.

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24.03 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

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**ARTICLE 25 - STRIKES**

In recognition of the Port's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages, or similar activities to impede Port operations.

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**ARTICLE 26 - RESPONSIBILITY**

Employees shall not be responsible for lost, damaged, or stolen property except in the case of proven negligence. Upon request of the Union a full report will be furnished to the Union by the Port.

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**ARTICLE 27 - SUB-RENTALS**

It is understood and agreed that where sub-rentals or leases are entered into covering any of the operations set forth in Article 20 of this Agreement, the conduct of such operations shall be in accordance with the provisions of this Contract.

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**ARTICLE 28 - MEMBERSHIP RECOGNITION**

Both the Port and the Union agree that the Union members covered by this Contract take pride in their membership in the Teamsters Local 117. It is mutually agreed that in order to recognize their membership and display that pride, the Port will provide nameplates, upon request for each employee to use while at work. These nameplates will be mounted in the buses for the Drivers and on the exit booths for PSRRs during each individual member's shift. Each nameplate will contain the first name of the employee and state their membership in Teamsters

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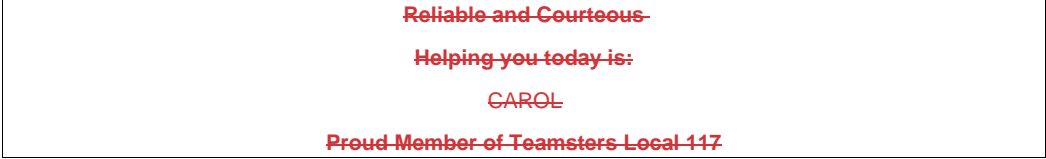
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Local 117. In addition, the nameplate may contain customer service oriented wording such as "reliable" and "courteous." A sample depiction is below:



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**Reliable and Courteous**

Helping you today is:

**CAROL**

Proud Member of Teamsters Local 117

**ARTICLE 29 -- MEETINGS**

29.01

Employees who are requested to attend optional instructional meetings on their own time (not those held on Company time) shall be paid for actual time spent at the meetings only. Overtime rate-of-pay shall be paid under the provisions of Article 17 -- Scheduling, Hours of Work and Overtime. The four (4) hour minimum required under Article 18 - Call Back shall not apply.

29.02 Up to one employee per classification (currently EP Bus Driver, PSRR) selected by the Union to attend negotiating sessions shall be paid for time lost from their regularly scheduled shifts. They will not be paid overtime on hours outside of their regularly scheduled shifts.

29.03 When employees are required to attend a mandatory meeting(s) and they meet the requirements of Article 18, they shall be paid in accordance with Article 18 (Call Back). This shall not be construed as to apply to training.

**ARTICLE 30 - SAVINGS CLAUSE**

If any article in 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 its appendix shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

**ARTICLE 31 - SENIORITY AND REDUCTION IN FORCE**

31.01

Seniority shall commence when assigned as an employee in the bargaining unit and shall remain in force while assigned as an employee. Seniority shall be broken by termination, after one (1) year on layoff, after (1) one year leave without pay, or by leaving the bargaining unit. Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

31.02 For purposes of shift and vacation bidding, and in the event of

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a reduction in force, there shall be ~~two seniority lists -- one for regular employees assigned as PSRs and one for regular employees assigned as bus drivers.~~ one (1) seniority list. The least senior employee shall be the first laid off and the last employee laid off shall be the first recalled.

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Appropriate utilization of affected classes may modify the preceding paragraph. -If this becomes necessary, the Union will be notified prior to the layoff. -If the Union requests a meeting for the purpose of discussion, such a meeting will be scheduled.

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31.03 31.03 All time worked as an employee in the bargaining unit shall count towards seniority. -Employees shall have seniority from their date of hire. -Employees shall be promoted to full-time based on seniority. - After one probationary period, employees shall not be probationary again, except in the event an employee changes job classifications within the bargaining unit. -If an employee, under the aforementioned situation does not successfully complete probation in the new classification he or she shall be allowed to return to his/her/their prior classification without loss of seniority.

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31.04 31.04 In the event of a reduction in force due to automation, the following provisions shall apply:

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a. a. The Port of Seattle shall provide written notice to the affected employee at least thirty (30) calendar days in advance of the effective date.

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b. b. Employees receiving written notices shall have outplacement service made available to them. -These services shall be arranged and paid for by the Port of Seattle.

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c. c. An employee who has been subject to a reduction in force due to automation shall not suffer a break in seniority and may be eligible for recall for up to two (2) years from the date of the layoff. -All employees in this category shall keep a current address and phone number on file with the Port of Seattle. -The employee shall notify the Port of Seattle of any change of address or phone number, in writing, within fifteen (15) days of the change.

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31.05 31.05 Severance. - Should the need arise for a permanent reduction in a classification covered within this Agreement, the Port agrees to meet with the Union to bargain the effects of such decision. -The topics to be included in such impact negotiations will include severance payments, if any, and the timing and notice period for such reduction.

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**ARTICLE 32 - DEFERRED COMPENSATION**

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As provided below in this Article, ~~Bus Drivers and Parking Service Revenue Representatives~~ bargaining unit employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of said employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to any other provisions of this Labor Agreement or to negotiation by the Union.

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**ARTICLE 33 - EXAMINATIONS**

~~33.01~~

~~33.01 CDL Medical Card Exam.- The Employer shall cover the cost of the medical exam required to maintain the CDL related medical card for bus drivers. -The cost of exam shall be covered in one of two ways. - First the employee may schedule the exam with a Port provided physician at no cost to the employee; second, the employee may schedule the exam with his/her/their own physician and the Port will pay the equivalent fee as the Port pays its own provider, to the employee's selected provider or to the employee on a reimbursement basis.~~

~~33.02 33.02 CDL Medical Card Exam Stipend.- Each bus driver shall be provided a stipend equivalent to two (2) hours straight time pay for obtaining their CDL required medical card. -It is understood that the medical exam will be conducted on the employee's own time.~~

**ARTICLE 34 - DRUG TESTING - SUBSTANCE TESTS**

~~34.01~~

~~34.01 The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall be in conformance with all Federal Department of Transportation regulations.~~

~~34.02 34.02 The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall comply with the Port of Seattle Commercial Driver Drug and Alcohol Policy. -In the event the Port decides the Policy needs to be changed, the Port agrees to discuss these changes with the Union prior to permanent changes being made.-~~

**ARTICLE 35 - EDUCATION PROGRAM EMPLOYEE LEARNING AND DEVELOPMENT**

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

~~Educational assistance for employees shall be subject to managementthe approval. -It is agreed that if funds of the Manager. Employees are not available from other sources, such as special Federal or State programs, with the advance approval of management, the Port shall provide-eligible to apply for College Degree Tuition reimbursement limited to job-related educational curricula support under the terms of HR-12.~~

~~The Parties understand that the Employment Development and Education opportunities identified in Article 35 shall not be subject to bargain and are subject to revision by the Port. However, the Port agrees to provide advance notice of any changes to this program.~~

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**ARTICLE 36 - MORE FAVORABLE CONDITIONS-**

Working conditions, such as wages, hours of work or conditions of employment currently in effect, more favorable to employees than those set forth herein, shall remain in effect during the life of this Agreement to the extent required by law.

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**ARTICLE 37 - MISCELLANEOUS-**

~~37.01~~

~~37.01 Accidents-~~ Employees shall not be required to stand the cost arising out of any accident in which they may be involved during the normal course of their job duties, nor shall they be discharged for being involved in an accident unless the employee in question has been proven to be negligent by a preponderance of the evidence.

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~~37.02 37.02~~ ~~Illegal Equipment-~~ Employees shall not be required to drive equipment that does not conform to applicable City, State, and Federal vehicle codes. ~~The Port shall reimburse employees for all fines and make whole any loss in pay resulting from arrests and/or citations for driving illegal Port equipment. Drivers shall not suffer a loss of working hours or pay for refusal to operate an illegal company vehicle which is a bona fide safety hazard.~~

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~~37.03 37.03~~ ~~Time Clocks-~~ All employees will be required to report their time on designated time clocks and/or other medium (e.g. computer, laptop, etc.) as directed by the Port. ~~Employees will be paid for all time worked.~~

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~~37.04 37.04~~ ~~Commuter Benefits-~~ The Port agrees to extend to members of the bargaining unit a discount priced ORCA card on the same basis as such benefit is provided to non-represented employees. ~~The Port reserves the right to modify or discontinue the benefit without a duty to bargain if the benefit is modified or discontinued for non-represented employees.~~

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~~37.05 37.05~~ ~~Employee Parking-~~ For the life of this Contract employee parking shall be provided at no cost to the employee at places designated by the Port. Additionally, vacation parking shall be provided at no cost to employees on the same basis as provided to non-represented employees as long as such benefit is provided.

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**ARTICLE 38 - TRANSFER OF WORK/CONTRACTING-**

The Port of Seattle will not contract out any of the work presently being done by ~~PSRRs and bus drivers during the term of this Agreement. It is understood that no Port client or customer is forced to utilize Port services.~~ The Port will not suggest to the customer or client that it would be more economically feasible for the customer to use services other than those provided by the Port. ~~It is also understood the Port may not have any control over the decision of the customer or client in selecting certain services or service providers.~~

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**ARTICLE 39 - BUSINESS PARTNERSHIP COMMITTEE**

1.

39.01 The Port and the Union agree to establish a joint labor-management Business Partnership Committee to deal with issues relevant to the Port's Employee Parking and public parking operations Operation.

2.

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39.02 The BPC's mission or purpose is to use the collaborative problem-solving process to make recommendations in areas critical to the Port's Employee Parking and Public Parking operations by expanding the involvement of employees in the management decision-making process.

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39.03 3.—The BPC may, for example, look at job enhancements, service levels, work practices, health and safety concerns, increased productivity, training opportunities, and the best practices of other organizations' Employee Parking and Public Parking operations.

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39.04 4.—The BPC will develop recommendation(s) for action by Port Aviation Operations management on issues related to the mission of the BPC.

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39.05 5.—If Port Aviation Operations management cannot support a BPC recommendation, pertinent issues and information will be shared with the BPC.

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39.06 6.—To insure that the Business Partnership Committee can effectively carry out its mission, it will enforce the following standards for its members and Port and Union representatives with whom it works:

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- There will be open, immediate and candid sharing of all information that affects the Port's Employee Parking and Public Parking operations; Operations; and
- The BPC will be a partnership in both substantive and procedural decisions involving the Port's Employee Parking and Public Parking operations; Operations.

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39.07 7.—The BPC will be made up of up to two (2) (one (1) Port managers manager representing Employee Parking and Public Parking Operation and the Port's assigned Labor Relations Manager and up to two (2) (one (1) Union employee representatives representative per classification and the Union's assigned Business Agent. Union Representative. Other representatives may be added as needed and agreed upon by the BPC.

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39.08 8.—The BPC will not discuss pending grievances or interpret the Agreement. Budget matters and fundamental business decisions may not be appropriate for thorough review by the BPC.

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39.09 9.—Unless the Parties mutually agree otherwise, the BPC will meet within thirty (30) days after the execution of this agreement and on a regular basis thereafter to:-

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- Determine BPC roles and responsibilities;
- Develop ground rules (which may include ground rules from bargaining); and
- Develop and implement a work plan.

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~~39.10~~ ~~40.~~ Approved minutes of BPC meetings will be distributed to all employees, management representatives and other Port personnel associated with the Port's Employee Parking ~~and Public Parking operations.~~ ~~Operation.~~

~~39.11~~ ~~41.~~ The Port and the Union will commit sufficient resources to the BPC, so that it can effectively carry out its mission. ~~Port and Local 117 staff will be available to assist the BPC.~~

~~42.~~

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39.12 In consideration of the 24 hour nature of the business, BPC meetings will be held during regular business hours and will generally be scheduled within the hours of member participants. Up to one employee from each classification may be released with pay to attend.

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39.13 In line with the BPC's mission, the BPC may change its focus during the term of the Agreement due to changes in the Port's Employee Parking and Public Parking operations.

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ARTICLE 40 - MANAGEMENT RIGHTS

40.01

40.01 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.

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40.02 40.02 The Port reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management rights, it is not intended that any other provision of this Agreement providing a specific benefit or perquisite to employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

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40.03 40.03 Subject to the provisions of this Agreement, the Port reserves the following specific and exclusive management rights:

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- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- c. To determine the keeping of records;
- d. To establish employment qualifications for new employee applicants, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;
- e. To determine the mission, methods, processes, means, policies, and personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; and making facility changes;
- f. To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;

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- g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;

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- h. To establish reasonable work rules, and to modify training;
- i. To approve all employees' vacation and other leaves;
- j. To take whatever actions are necessary in emergencies (including runway incidents, extreme weather, automated system failure, and public safety threats) in order to assure the proper functioning of the Department; and
- k. To manage and operate its Departments, except as may be limited by provisions of this Agreement.

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~~40.04~~ ~~40.04~~ It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

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**ARTICLE 41 - ~~TERMLETTERS OF AGREEMENT UNDERSTANDING~~**

By reference herein, the Letters of Understanding/Memorandums of Agreements/Appendices listed below are hereby made part of this Agreement and do not require individual Employer-Union signatures:

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- Appendix A – Grievance Form
- Appendix B - Landside Fleet Tracking Project
- Appendix C – Aviation Maintenance Vehicle Fleet—"Telematics"
- Appendix D – Commuter Trip Reduction Benefits

**ARTICLE 42 - DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)**

Effective upon ratification and execution of the agreement between the parties, in the event a minimum of fifty (50) current Port of Seattle employees elect to contribute to the Democrat, Republican, Independent Voter Education (DRIVE), the Port agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to DRIVE. Deductions must be a minimum of \$5.00 per month per contributing employee. Both DRIVE and the employee shall notify the Port of the amount to be deducted on a monthly basis from the employee's paycheck. The Port shall transmit (electronically via ACH) to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four numbers of the employee's social security number and the amount deducted from the employee's paycheck. The Port shall be obligated to honor only an authorization to deduct the amount specified, in writing by the employee. The Port shall have no obligation or responsibility for calculating, computing, or verifying the amount to be deducted.

The International Brotherhood of Teamsters (IBT) Local 117 shall reimburse the Employer

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annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan. The IBT Local 117 further agrees to facilitate timely recoupment or to reimburse the Port for any contributions made to DRIVE in error.

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Upon issuance and transmission of a check to DRIVE, the Port's responsibility shall cease with respect to such deductions. The International Brotherhood of Teamsters Local 117 agrees to indemnify and hold the Port harmless from all claims, demands, suits, or other forms of liability that may arise against the Port for or on account of any deduction made from the wages of such employees.

The Port reserves the right to discontinue DRIVE deductions in the event participation drops below the minimum of fifty (50) Port employees.

Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group with the Port of Seattle negotiate contract language with lower minimums on the number of employees required to contribute or the total monthly contribution amount in their respective contract at any time during the term of this Agreement.

**ARTICLE 43 - TERM OF AGREEMENT**

The term of this Agreement shall be June 1, ~~2018~~2022 through May 31, ~~2022-2023~~, Effective dates for individual provisions will be as negotiated, herein.

**PORT OF SEATTLE**

**TEAMSTERS LOCAL UNION  
NO. 117/IBT**

\_\_\_\_\_  
\_\_\_\_\_  
**STEPHEN P. METRUCK**  
Executive Director

\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date

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Date

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## GRIEVANCE FORM TEAMSTERS LOCAL UNION NO. 117

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

Member's Name \_\_\_\_\_ Job Classification \_\_\_\_\_

Member's Address \_\_\_\_\_

Shift \_\_\_\_\_ Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Date of Hire \_\_\_\_\_

Cellular Phone ( \_\_\_\_\_ ) \_\_\_\_\_ E-Mail \_\_\_\_\_

TYPE OF GRIEVANCE:  Discharge  Suspension  Seniority  Other (Specify) \_\_\_\_\_

1. Date and time of violation: \_\_\_\_\_

2. Section(s) of contract violated: \_\_\_\_\_

3. Exact location violation occurred: \_\_\_\_\_

4. Name(s) of witnesses: \_\_\_\_\_

5. Name(s) of supervisor(s) involved: \_\_\_\_\_

6. What should be done to correct the grievance: \_\_\_\_\_

Briefly describe what happened: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_ Steward's Signature: \_\_\_\_\_

Supervisor's Response: \_\_\_\_\_

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Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_



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**Appendix A**

**GRIEVANCE FORM  
TEAMSTERS LOCAL UNION NO. 117**

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COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

Member's Name \_\_\_\_\_ Job Classification \_\_\_\_\_

Member's Address \_\_\_\_\_

Shift \_\_\_\_\_ Home Phone (\_\_\_\_\_) \_\_\_\_\_ Date of Hire \_\_\_\_\_

Cellular Phone (\_\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

TYPE OF GRIEVANCE:  Discharge  Suspension  Seniority  Other (Specify) \_\_\_\_\_

1. Date and time of violation: \_\_\_\_\_

2. Section(s) of contract violated: \_\_\_\_\_

3. Exact location violation occurred: \_\_\_\_\_

4. Name(s) of witnesses: \_\_\_\_\_

5. Name(s) of supervisor(s) involved: \_\_\_\_\_

6. What should be done to correct the grievance: \_\_\_\_\_

Briefly describe what happened: \_\_\_\_\_

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\_\_\_\_\_ Steward's Signature: \_\_\_\_\_

Supervisor's Response: \_\_\_\_\_

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Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

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**Appendix B**  
**Protected Sick Leave**  
**RCW 49.46.210**

~~(1) Beginning January 1, 2018, every employer shall provide each of its employees paid sick leave as follows:~~

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~~(a) An employee shall accrue at least one hour of paid sick leave for every forty hours worked as an employee. An employer may provide paid sick leave in advance of accrual provided that such front loading meets or exceeds the requirements of this section for accrual, use, and carryover of paid sick leave.~~

~~(b) An employee is authorized to use paid sick leave for the following reasons:~~

~~(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;~~

~~(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; **and**~~

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~~(iii) When the employee's place of business 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 such a reason.~~

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~~(c) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.~~

~~(d) An employee is entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment.~~

~~(e) Employers are not prevented from providing more generous paid sick leave policies or permitting use of paid sick leave for additional purposes.~~

~~(f) An employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.~~

~~(g) For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If an employer requires verification, verification must be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.~~

~~(h) An employer may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.~~

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~~(i) For each hour of paid sick leave used, an employee shall be paid the greater of the minimum hourly wage rate established in this chapter or his or her normal hourly compensation. The employer is responsible for providing regular notification to employees about the amount of paid sick leave available to the employee.~~

~~(j) Unused paid sick leave carries over to the following year, except that an employer is not required to allow an employee to carry over paid sick leave in excess of forty hours.~~

~~(k) This section does not require an employer to provide financial or other reimbursement for accrued and unused paid sick leave to any employee upon the employee's termination, resignation, retirement, or other separation from employment. When there is a separation from employment and the employee is rehired within twelve months of separation by the same employer, whether at the same or a different business location of the employer, previously accrued unused paid sick leave shall be reinstated and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave under subsection (1)(d) of this section.~~

~~(2) For purposes of this section, "family member" means any of the following:~~

~~(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;~~

~~(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;~~

~~(c) A spouse;~~

~~(d) A registered domestic partner;~~

~~(e) A grandparent;~~

~~(f) A grandchild; or~~

~~(g) A sibling.~~

~~(3) An employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee.~~

~~(4) An employer may not discriminate or retaliate against an employee for his or her exercise of any rights under this chapter including the use of paid sick leave.~~

~~[2017 c 2 § 5 (Initiative Measure No. 1433, approved November 8, 2016).]~~

~~Appendix C~~

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point to the future agendas for the Business Partnership Committee meeting unless and until such time that both parties mutually agree to remove it from the agenda.

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**Appendix C**

**Memorandum of Understanding** is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

PORT OF SEATTLE TEAMSTERS LOCAL UNION  
NO. 117/IBT

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stephen P. Metruck John Searey  
Executive Director Secretary-Treasurer

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_

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2. ~~The Parties agree that the Port will not randomly or routinely review the telematics data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."~~
3. ~~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 Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.~~

---

<sup>1</sup> 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.

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conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.

- 4. 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 Article 23.01 of the CBA, Just Cause.—

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Appendix D

MEMORANDUM OF UNDERSTANDING

By and Between

PORT OF SEATTLE

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated with the

International Brotherhood of Teamsters

Representing Bus Drivers & Parking Service Revenue Representatives

Re: Commuter Benefits

This Memorandum of Understanding ~~is~~(MOU), ~~made~~ effective ~~upon~~as of the date of signing and ~~shall expire when incorporated, is entered into a successor CBA by and between~~ Teamsters Local Union No. 117 (Union) and the Port of Seattle (Employer), referred to herein collectively ~~as~~ the Parties.

PORT OF SEATTLE \_\_\_\_\_ TEAMSTERS LOCAL UNION  
NO. 117/IBT

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stephen P. Metruck John Searey  
Executive Director Secretary Treasurer

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Whereas, the Port establishes and maintains a Commute Trip Reduction (CTR) Program that aligns with the requirements of the State of Washington Commute Trip Reduction Law, and is consistent with the Port Statement of Values to be responsible stewards of community resources and the environment;

Whereas, the Port would like to provide additional benefits aligned with its CTR Program to represented employees;

And whereas, the current Collective Bargaining Agreement between the parties does not include CTR program benefits;

The Parties, agree as follows:

1. All Full time, part-time, on-call, and temporary employees, shall be eligible for the following benefits:

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a. 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.

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b. 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;

2. The Port shall maintain full discretion to modify, change, amend, and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit;
3. Prior to modifying, changing, amending, and/or discontinuing either and/or both the ORCA program and the Ferry Reimbursement benefit, the Port agrees to provide advance notice to the Union;
4. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control.

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**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8g

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 16, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Krista Sadler, Director Technology Delivery

**SUBJECT: Everbridge Emergency Notification Software Contract Authorization**

**Contract Value:** \$400,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute a contract extension with Everbridge for Emergency Notification software for a period not-to-exceed five years in an amount not-to-exceed \$400,000 over the five-year period. There is no funding request associated with this authorization.

**SUMMARY**

The Everbridge system was procured in 2013 via a competitive procurement for a Port-wide emergency notification system. It is used extensively by Emergency Preparedness, Aviation Operations, Police and Fire Departments, and Information and Communications Technology (ICT) to notify targeted groups or mass audiences of operational issues, support call-outs, or emergency information. The system enables Port and external individuals to set up multiple contact options and captures responses to track successful notifications. Over the last nine years, the Port has significantly enhanced workflows for efficient communication within the Everbridge system that supports monthly usage comprised of approximately 500 notifications to over 67,000 recipients.

This authorization will extend the current contract through October 2027. Annual costs are budgeted in the ICT Operating Budget.

There are no attachments to this memo.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8h

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 7, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Dave Soike, Chief Operating Officer

**SUBJECT: Independent External Review Panel – Authorization for Competition Exemption and Contract Execution**

**Amount of this request:** \$0

**Total estimated project cost:** \$300,000

**ACTION REQUESTED**

Request commission authorization for (1) the commission to determine that a competitive process is not appropriate or cost effective and exempt this contract from a competitive process consistent with RCW 53.19.020(5); and (2) the Executive Director to execute a contract(s) with Okamoto Strategies, LLC., Smithconsult.global, LLC., and Shiels Oblatz Johnsen, Inc., for a not to exceed amount of \$300,000, for the Port’s Maritime independent external review panel.

**EXECUTIVE SUMMARY**

An independent review of project planning and overall delivery capacity and reliability is needed for Maritime, Economic Development, and NWSA capital programs. Staff would like to proceed with professionals who have unique and extensive knowledge of large public works construction programs and relevant experience in port related construction and project management, design, development, and public works contracting. This independent review work requires a comparable level of expertise previously provided for the International Arrivals Facility program and Aviation Capital Program. The same consultant’s experience will be leveraged to benefit the Maritime, Economic Development, and NWSA capital programs.

**JUSTIFICATION**

The capital programs for the three entities identified above are intertwined and are collectively embarking on the largest capital program in history.

These three of four firms originally utilized were selected in 2018 after considering documentation of 14 firms, where 8 received phone or in-person discussion interviews, prior to the selection. That process included the Commission’s Chief of Staff, Executive Director, and Chief

Meeting Date: September 27, 2022

Operating Officer. As a result, we are confident these three firms have only increased their unique knowledge and value since then.

In addition to leveraging previous experience that has already proven valuable, use of this set of consultants is expected to save significant cost for the port by not requiring extensive review of port operations to achieve a similar level of in-depth understanding held by this set of consultants. Also, this set of consultants have a specific knowledge of Port policies and operational parameters to allow them to quickly winnow alternatives and drive to the best solution recommendations. Two of these three sole proprietor firms have been used to support other regional agencies in reviewing efficacy of their capital work. A competitive process is considered neither appropriate or cost effective based on staff's previous extensive outreach to identify and select the unique expertise needed for this purpose.

Two of the original four consultants continue to this day in monitoring mode until the project is complete. In addition, two of the four consultants were selected for 2021/2022 work using prior authorizations to review Aviation's capital program. This request proposes that three of the original four conduct the non-Aviation review-work; and the consultants have indicated they have the available time to do so.

***Diversity in Contracting***

No goal has been established due to the requested waiver of a competitive process; however, one of the three businesses is a Minority Business and Small Business Enterprise.

**DETAILS**

Consultant will review background information, conduct interviews, gather benchmarking information, evaluate current project delivery systems, recommend improvements to systems, and develop and support a plan for implementing and monitoring improvements.

***Scope of Work***

Consultant will summarize and report on detailed findings related to background information, benchmarking, evaluation of current project delivery systems, recommended improvements to systems, and specific plans/timelines for communications, implementing, managing, and monitoring selected improvements. For this to be effective it is necessary to monitor certain projects to their end, and to do so through multiple budget cycles.

***Schedule***

Timeline for accomplishing the work will commence upon contract execution, currently estimated to occur in early October.

Meeting Date: September 27, 2022

*Activity*

Commission authorization	2022 Quarter 3
Draft report	2022 Quarter 4
Final report	2023 Quarter 1
Monitoring	2023 through 2025

**Cost Breakdown**

	This Request	Total Project
Study and report	\$0	\$150,000
Monitoring and adjustments as necessary	\$0	\$150,000

Funds are expected to come from expense and/or capital budget overhead depending upon capitalization policy and which projects are selected for review, standard procedures will be reviewed, and because this is an overall capital improvement effort rather than a single specific project or study.

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

Alternatives include not doing the work now (Delay), seeking other consultants to conduct this work (Compete), or approving proceeding without a competitive solicitation process (Waive).

**Alternative 1 – Delay**

Cost Implications: delay of this work will defer the expenses

Pros:

- (1) Funds can be used to meet other needs

Cons:

- (1) Delayed benefits of independent review
- (2) Continued challenges with project delivery capacity and reliability

This is not the recommended alternative.

**Alternative 2 – Compete**

Cost Implications: competing this work will add costs for solicitation

Pros:

- (1) Provide opportunity for other consultants

Cons:

- (1) It is anticipated that other firms do not possess the same level of knowledge, speed, or diversity of thought that these three firms can provide.
- (2) Delayed benefits could result in larger capital expenditures at a time when the Port needs to be very efficient with its financial resources

This is not the recommended alternative.



Meeting Date: September 27, 2022

**Alternative 3 – Waive**

Cost Implications: consultant fees will be expensed

Pros:

- (1) Realize benefits earlier
- (2) cost savings
- (3) Leverage previous proven experience

Cons:

- (1) Does not provide opportunity for others

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

<b><i>Cost Estimate/Authorization Summary</i></b>	<b>Capital</b>	<b>Expense</b>	<b>Total</b>
<b>COST ESTIMATE</b>			
Original estimate	\$0	\$300,000	\$300,000

***Annual Budget Status and Source of Funds***

Unbudgeted expense will create a variance, of approximately \$50,000 expected in 2022, \$150,000 in 2023, and \$100,000 in 2024 and 2025. Port staff will have the ability to discontinue the contract(s) at any time should the sought results be obtained earlier.

***Financial Analysis and Summary***

Project cost for analysis	\$300,000
Business Unit (BU)	Maritime Division
Effect on business performance (NOI after depreciation)	NA
IRR/NPV (if relevant)	NA
CPE Impact	NA

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

May 8, 2018 – The Commission approved Motion 2018-07, which delegates authority to the Executive Director to execute up to four personal service agreements (with a maximum compensation not to exceed \$200,000) for members of the IAF Executive Review Panel.

September 11, 2018 – The Commission received a presentation of the IAF Executive Review Panel findings and recommendations.

Meeting Date: September 27, 2022

September 25, 2018 – The Commission approved Motion 2018-12, which adopted the International Arrivals Facility program recommendations of the Executive Review Panel; directing the Port of Seattle Executive Director to implement the recommendations; providing reporting requirements and deadlines; and authorizing the Executive Director to authorize potential additional service from the members of the Executive Review Panel up to a total cost of \$500,000.

**RETURN TO AGENDA**

**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8i

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 19, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Randy Krause, Fire Chief  
Eileen Francisco, Director, Aviation Project Management

**SUBJECT:** Interim Westside Fire Station Budget Request (CIP #C800876) (Short Form)

**Amount of this request:** \$300,000  
**Total estimated project cost:** \$10,388,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to increase funding for the Interim Westside Fire Station project, at Seattle-Tacoma International Airport, by \$300,000, for a new total of \$10,388,000, to complete improvements to the building prior to occupancy.

**SUMMARY**

This request is for additional budget for the Interim Westside Fire Station. This will allow Port Construction Services (PCS) to complete improvements to the building’s living quarters that would be best finished prior to the station’s occupancy and use. These improvements would provide soffits to conceal exposed conduits and pipework connected to the heating and cooling system in the building’s bunk rooms and living quarters. The project team has forecasted \$300,000 will be required to complete these improvements. This amount does include contingency for further risks. The work is anticipated to be complete in October.

The Interim Westside Fire Station project establishes a stand-alone, fully functional fire station on the west side of the airfield to meet Federal Aviation Administration (FAA) mandated airfield firefighting requirements. In April, this project reached substantial completion for construction of the design-build contract 18 months later than planned. While overall, the building meets the goals of the project, one feature that needs further work is the state of exposed conduits and pipework feeding the bunk room Variable Refrigerant Flow (VRF) heating and cooling system components. VRF systems typically appear to the end user as wall mounted units with grilled openings to circulate room air for cooling or heating. Refrigerant lines and electrical connections are typically hidden within the supporting walls. In this case, the surface mounted conduit and pipework installed by the design-builder does not meet the workmanship requirements of the Port, nor do they meet Port standard. Because the design-builder has refused to correct their deficient installation, the Port will pursue back charging for these costs undertaken by PCS to address this condition. To conceal these utility lines, PCS will construct soffits on which the VRF

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units will be mounted. This request would allow the Port to retain funds originally due the contractor though offset by liquidated damages owed due to the 18-month late completion of construction.

There are no attachments to this memo.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8j

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE :** September 19, 2022  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Keithly Espiritu, Aviation Facilities and Infrastructure Utility Analyst  
Keith Warner, Aviation Facilities and Infrastructure Utility Business Manager  
Keri Stephens, Director – Aviation Facilities and Capital Programs  
**SUBJECT: Natural Gas Supply for Airport and CNG Fleet**

**Amount of this request:** \$12,000,000  
**Total estimated project cost:** \$12,000,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director execute a contract for natural gas supply to the Seattle-Tacoma International Airport (SEA).

**EXECUTIVE SUMMARY**

SEA has two contracts for natural gas supply. One contract supplies local natural gas supply. This action will reauthorize this contract before it expires on March 31, 2023, to maintain an uninterrupted supply of fuel. The other contract supplies our renewable natural gas over ten years and not the subject of this authorization. This local supply of natural gas is consistent with the Port’s greenhouse gas (GHG) strategy and is utilized in concert with the Port’s use of renewable natural gas to meet the Century Agenda goals. The total amount of this request reflects an increase from the current supply contract due to significantly higher wholesale natural gas prices. Gas is used at SEA to provide heat for the terminal, as well as provide fuel for the Compressed Natural Gas (CNG) bus fleet.

**JUSTIFICATION**

SEA must maintain a supply of natural gas to the central mechanical plant to maintain consistent heating of the terminal and to the CNG fueling station to provide fuel for the bus fleet. This supply contract is renewed every three to four years to optimize pricing in a competitive market, while the Renewable Natural Gas (RNG) contract is a fixed price for ten years due to its more limited and less dynamic market.

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The separate contract for RNG enables the Port to reduce the total GHG emissions from Port operations. This RNG contract accounts for 100% of the natural gas used at the CNG fueling station and approximately 50% of the natural gas associated with heating in the terminal. For this RNG contract to be effective, the Port must have a separate contract for a local natural gas supply which is the purpose of this Commission request.

***Diversity in Contracting***

Aviation Finance and Infrastructure will work closely with the Central Procurement Office and Diversity in Contracting to explore opportunities to incorporate Women Minority business component to the bid which aligns with the Port's goals

**DETAILS**

The Port will engage in a competitive procurement to establish a four-year natural gas supply contract spanning from April 2023 through March 2027.

Forecasted usage for central mechanical plant natural gas fuel during this contract period is projected to remain consistent with the current pattern and makes up the majority of SEA natural gas usage. Fuel demands for the CNG bus fleet is expected to increase slightly as passenger volumes continue to grow. In aggregate, the natural gas usage at SEA during this contract period will remain within +/- 5% of historical usage.

There are studies in-place which examine converting the source of central heating and bus fuel to an all-electric supply, however those substantial infrastructure improvements would not be in-place during this 2023-2027 contract period. Therefore, this natural gas supply is necessary for ongoing operations until those electrification options are fully evaluated.

A separate, but associated, contract for RNG is used to supply 50% of the terminal heating demand and 100% of the CNG station demand through 2030. Since the source of the Port's RNG supply is in the Midwestern US, both the natural gas and RNG contracts are necessary and are used to swap supplies. These two contracts work in tandem to provide SEA with the GHG reductions and the local fuel supply for ongoing operations.

Natural gas prices have increased significantly in the past 18 months, nearly doubling. This is due to tight supplies in the United States and Russia's action to reduce the flow of fuel supply to Europe.

***Scope of Work***

The supplier will be required to provide full requirements for natural gas supplies to be delivered at the City Gate delivery point.

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**Schedule**

*Activity*

Commission Approval	September 27, 2022
Bids/Proposal Due	November 18, 2022
Notice of Intent to Award	December 2, 2022
Agreement Execution	December 23, 2022

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Do not execute a new contract for exclusive supply of natural gas to the Airport. Obtain gas from the public utility, PSE, under a retail gas tariff.

Cost Implications:

Pros:

- (1) Execution of a contract is not required

Cons:

- (1) Subject to PSE’s published tariff rate which may change as required by PSE.
- (2) Requires 30 days written notice to revert back to PSE as supplier.
- (3) This strategy is not a cost-effective option as the PSE retail rate is significantly higher than wholesale market price.
- (4) Not aligned with RNG contract approach.

This is not the recommended alternative.

**Alternative 2** – Execute a new contract for an exclusive natural gas supplier.

Cost Implications:

Pros:

- (1) Provides the Port with the ability to obtain gas at a more competitive firm fixed price rate.
- (2) Consistent with existing approach with RNG in support of the Century Agenda.

Cons:

- (1) A portion of the gas procured is tied to a monthly market price index, which varies month to month
- (2) Administrative effort will be required to renew the contract every four years.

**This is the recommended alternative.**

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**FINANCIAL IMPLICATIONS**

***Cost Estimate/Authorization Summary***

	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$0	\$12,000,000	\$12,000,000
<b>AUTHORIZATION</b>			
Previous authorizations	0	0	0
Current request for authorization	0	12,000,000	12,000,000
Total authorizations, including this request	0	12,000,000	12,000,000
Remaining amount to be authorized	\$0	\$12,000,000	\$12,000,000

***Annual Budget Status and Source of Funds***

The cost is included in the Aviation Facilities and Infrastructure operating budget request.

***Future Revenues and Expenses (Total cost of ownership)***

Contracts will be budgeted within Aviation Facilities and Infrastructure through the annual Aviation Division budgeting process. The expected annual expense for natural gas supply from this contract is estimated at \$3.0M annually. The term of this contract will be two (2) years, with two (2) additional options to renew for one (1) year.

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

September 24, 2019 – The Commission authorized for the Executive Director to approve the action to execute a contract for natural gas supply to SEA.

**RETURN TO AGENDA**





**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8k

**ACTION ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 20, 2022  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Lisa Drake, Commander  
**SUBJECT:** Contracted Law Enforcement Services

**Amount of this request:** \$3,500,000.00  
**Total estimated project cost:** \$3,500,000.00

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute a contract in the amount of \$3,500,000 for Contracted Law Enforcement Services.

**EXECUTIVE SUMMARY**

This request authorizes approval to execute a contract of contracted law enforcement services to assist with law enforcement functions at SEA Airport. Currently, the police department is faced with 30 commissioned vacancies, impacting the ability to meet Minimum Staffing Levels (MSLs). In addition, the department is faced with an additional 10 vacancies due to officers in training or in a non-deployable status.

Over the course of the last two years, the number of trespassers and associated crime has increased at the airport. These crimes include but are not limited to assaults on passengers, assaults on employees, increased breaches and breach attempts at the checkpoints, suicide attempts, and persons with knives or other weapons as well as behaving in a manner to create fear.

Several actions have been taken to try and mitigate the increased trespassers and crime taken place, but only small improvements have been seen.

**SEA CARES**

Port of Seattle Police staff have been working with SEA CARES to create an environment less inviting for criminal activity. For example, chairs have been removed, doors are being locked during evening hours, and additional security guards have been hired as a deterrent. While this is providing some assistance, the problems are being moved to different areas, such as restrooms and stairwells.

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**Crisis Coordinator and Mental Health Professional**

A patrol officer with experience in the mental health field was pulled from uniformed patrol to work specifically with those in crisis. One of the expectations of this position is to have a dedicated person who can collaborate with mental health resources and provide those in the airport the opportunity to receive treatment so they would not be a reoccurring problem for those transiting through the airport. While this has been a step in the right direction, one person is not able to keep up with the large amount of people currently entering the airport committing crimes and assaulting passengers and/or employees.

**South Correctional Facility (SCORE) and ILA with Sea Tac Municipal Court**

The Port of Seattle Police established a contract with SCORE and an Interlocal Agreement with SeaTac Municipal Court for arrests made at the airport. These agreements were secured to ensure repeat offenders and people committing crimes against persons at the airport were removed without the immediate ability to return and reoffend. Prior to this, many offenders were returning immediately as King County Jail was declining to book most defendants.

**Criminal Trespass Strategic Plan**

An additional effort put forth to ensure the safety and security of employees and passengers was the implementation of a Criminal Trespass Strategic Plan. This plan provided officers the guidance needed, and expectations needed to work to make the airport a safer environment for all. Lack of sufficient staffing makes it difficult at times to make needed arrests as officers are handling in progress calls.

Despite all the efforts noted above, the Port of Seattle is still experiencing persons in the airport who create safety concerns for stakeholders and employees. For example, Delta and Alaska Airlines have voiced concerns about the safety of their employees and passengers at baggage claim. At this time, Delta has hired security for their leased areas in baggage claim and Alaska Airlines is in the process of doing the same. Customs and Border Patrol (CBP) communicated concerns for their employees after a subject was wielding a knife near their employee entrance. A TSA inspector was assaulted on International Boulevard while walking to work, and two other TSA employees were assaulted at the checkpoints.

**JUSTIFICATION**

This effort supports the following Century Agenda Goal:

1. Be a highly effective public agency.

The request for approval on execution of this contract is to meet the service level agreement expectations of our stakeholders and provide the appropriate presence to deter criminal activity from occurring at the airport. Stakeholders and passengers expect to feel safe when they are traveling or coming to work. To provide an environment safe for all, additional assistance is needed until staffing can be increased within the police department.

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## **DETAILS**

### ***Scope of Work***

Contracted law enforcement services will provide the following:

- (1) Traffic Control on Airport Drives. Responsibilities will include:
  - a. Moving parked vehicles
  - b. Addressing unattended vehicles
  - c. Maintaining visibility and deterring acts of terrorism
- (2) Checkpoint staffing if needed.
  - a. Provide visible presence for criminal activity deterrence.
  - b. Respond to immediate threats of safety.
  - c. Nonpriority calls will be handled by Port of Seattle Police.
- (3) Law enforcement If law enforcement action is taken the arrestee will be handed off to Port of Seattle Police who will take primary and the contracted law enforcement officer will provide a written statement.

### ***Schedule***

Once executed, contracted law enforcement would provide needed services when staffing falls below minimum staffing levels. The department will attempt to fill vacancies with Port of Seattle Police Officers prior to using CLEO's.

## **ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – To not hire contracted law enforcement personnel.

Cost Implications: Savings of up to \$3.5 million.

### Pros:

- (1) Additional funding would not be needed to provide this service.

### Cons:

- (1) Minimum staffing will not be able to be increased from the current 8.
- (2) Potential mandate of fixed positions at the checkpoints by TSA.
- (3) Low police visibility on the airport drives as officers continue to be called to calls inside the airport.
- (4) Inability to appropriately address the increased acts of violence and crime occurring in and near the airport.
- (5) Stakeholders continue to feel unsafe in their leased area (ex. Delta, Alaska, and CBP).

This is not the recommended alternative.

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**FINANCIAL IMPLICATIONS**

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$3,500,000	\$0	\$3,500,000
<b>AUTHORIZATION</b>			
Previous authorizations	0	0	0
Current request for authorization	3,500,000	0	3,500,000
Total authorizations, including this request	3,500,000	0	3,500,000
Remaining amount to be authorized	\$3,500,000	\$0	\$3,500,000

***Annual Budget Status and Source of Funds***

This is a new request. The current total contract cost estimate is \$3,500,000. The current authorization is to allow for contracted services for one year to meet an increased MSL of 10-16 uniformed officers at the airport based on passenger loads, time of day, special events, etc.

This effort will be funded from some savings in the police department salaries and benefits for 2023 and from assistance of the Aviation Division budget.

***Financial Analysis and Summary***

Project cost for analysis	\$3,500,000
Business Unit (BU)	Aviation/ Police Department
Effect on business performance (NOI after depreciation)	None
IRR/NPV (if relevant)	N/A
CPE Impact	N/A

**ADDITIONAL BACKGROUND**

It is understood contract law enforcement cannot be the end all answer to the staffing shortage currently being faced by the Port of Seattle Police. The plan moving forward if the requested contract to execute is approved would be:

**Short term, 0-6 months:** Utilize CLEO’s to increase minimum staffing to a level with the capabilities to meet service level agreements. This will be dependent upon passenger counts, time of day, special events, etc. Secure a contract with current commissioned staff to ensure competitive total compensation. Create a police department SEA Safety Advisory Team to review and modify as necessary the SEA Trespass Reduction and Safety Plan. Onboard the new Mental Health Professional so they can begin addressing and providing recommendations on working

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with those in crisis. Hire a Talent Acquisition person dedicated to Public Safety recruitment and hiring.

**Medium term, 6-12 months:** Continue to utilize CLEO's to maintain staffing levels capable of ensuring the safety and security of partners, passengers, and citizens. Continue recruitment efforts to achieve full staffing (130 commissioned). Conduct a staffing analysis for the 2024 budget to ensure we are meeting stakeholder needs and expectations.

**Long term, 12-36 months:** Continue to utilize CLEO's when necessary. Goal is to be at full authorized staffing and use of CLEO's to be phasing out.

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

**RETURN TO AGENDA**

**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 11a

**BRIEFING ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 15, 2022  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Mike Merritt, Senior Policy Director  
David Yeaworth, Commission Office Strategic Advisor  
**SUBJECT: Port-Aquarium Strategic Relationship**

**EXECUTIVE SUMMARY**

In 2021 the Port of Seattle Commission voted to contribute \$5 million to the Seattle Aquarium as a means of 1) developing a “strategic relationship” 2) helping to fund the forthcoming [Ocean Pavilion](#), and 3) to create a marine-focused exhibit in the Pavilion. The order also asked that the Executive Director forge a Memorandum of Understanding (MOU) between the Port and the Aquarium to create a framework for the relationship and distribution of funds.

**MEMORANDUM OF UNDERSTANDING**

The MOU has been executed by both parties. Key highlights in it include:

***Work Group***

The Aquarium and Port will establish a work group with representatives from both parties to investigate opportunities for the two institutions to collaborate. The current list of potential topics is:

- 1) Tourism and other economic development
- 2) Sustainability
- 3) Marine habitat conservation and restoration including underwater acoustics, kelp research, and killer whale research
- 4) Workforce development
- 5) Equity, diversity, and inclusion

***Biennial Work Plans***

The Work Group will create and implement two-year work plans on matters of common interest related to both parties’ missions and values. Projects within the workplan may and will likely include:

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- 1) Events
- 2) Promotional materials
- 3) Community outreach
- 4) Job fairs
- 5) Staff- and volunteer-trainings
- 6) Placemaking and signage

***Marine Exhibit***

Once open in 2024, the Ocean Pavilion will contain an exhibit titled ‘The Port Sound Walk,’ which will provide visitors with an audio experience of underwater life and a display of port-related jobs. An ad hoc advisory committee of Port leadership has been meeting with staff from the Aquarium and the Aquarium’s exhibit designer, [Thinc Design](#), since March 2022, to envision the exhibit.

The Commission will receive a briefing from the Aquarium, Thinc Design, and Port staff on September 27, 2022, regarding ‘The Port Sound Walk,’ the MOU, plans for forming the Work Group, and creating and implementing the inaugural biennial work plan.

**FINANCIAL CONTRIBUTION**

The Port and the Aquarium have agreed to the payment and deliverable schedule below. The parties may agree to an updated schedule by written amendment.

<u>DELIVERABLE</u>	<u>LUMP SUM</u>	<u>INVOICE SUBMITTAL AND DELIVERABLE DUE DATE</u>
Project Progress Report	\$100,000	After MOU Execution
Project Progress Report	\$1,000,000	January 1, 2023
Project Progress Report	\$1,000,000	January 1, 2024
Final Project Report and Notice of Completion of the Project	\$900,000	After Project completion and opening of the Ocean Pavilion and marine-focused exhibit highlighting the Port’s programs
Progress Report	\$1,000,000	January 1, 2026
Final Progress Report	\$1,000,000	Prior to the expiration of the MOU in 2027

**ATTACHMENTS TO THIS BRIEFING**

- (1) Port-Aquarium Strategic Relationship Slide Deck
- (2) Port Sound Walk Exhibit Slide Deck
- (3) Port-Aquarium Strategic Relationship Memorandum of Understanding
- (4) Commission Order 2021-13

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**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

November 16, 2021—The Commission passed Order 2021-13 directing the ED to forge an MOU between the Port and the Aquarium to create a framework for the strategic relationship and distribution of funds.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE PORT OF SEATTLE AND THE SEATTLE AQUARIUM  
REGARDING A STRATEGIC RELATIONSHIP BETWEEN  
THE PORT OF SEATTLE AND THE SEATTLE AQUARIUM**

This Memorandum of Understanding (the “MOU”) is made and entered into by and between The Seattle Aquarium Society (SEAS), doing business as the Seattle Aquarium, a 501(c)(3) entity hereinafter referred to as “the Aquarium” and the Port of Seattle, a municipal corporation of the State of Washington hereinafter referred to as “the Port”. The Aquarium and the Port are also referred to in this MOU collectively as “the Parties”, and individually as a “Party.”

**RECITALS**

**WHEREAS**, The Port and the Aquarium have a history of collaboration on marine and maritime projects, including conserving and restoring kelp beds, addressing the welfare of killer whales by working to reduce the noise generated by commercial vessels, and developing public education exhibits regarding our shared interests and broadening public awareness about the importance of stewarding the marine environment and maritime career opportunities; and

**WHEREAS**, On November 16, 2021, the Port of Seattle Commission adopted Order Number 2021-13, which directs the Port’s Executive Director to develop and execute a memorandum of understanding that establishes a strategic relationship between the Port and the Aquarium and commits \$5,000,000 from the Port to the Aquarium over the next five years for development of the Aquarium’s Ocean Pavilion, including a Port-related marine environmental educational exhibit; and

**WHEREAS**, The Port of Seattle is a municipal corporation, with authority under Title 53 of the Revised Code of Washington (“RCW”), including RCW 53.08.245, RCW 53.08.255, RCW 67.28, and other federal, state, and local laws, including to engage in tourism and promotion of Port facilities, and economic development and workforce development programs in Port-related industries; and

**WHEREAS**, Encouraging tourism is an important component of the Port’s economic development strategy; and

**WHEREAS**, The Aquarium and the Port share values that include attracting tourism, environmental stewardship of the marine environment, workforce development, and equity; and

**WHEREAS**, Headquartered on the Seattle waterfront, the Port and the Aquarium are in close proximity to the Bell Harbor Convention Center, marina, and cruise ship terminal at Pier 66 which are Port of Seattle facilities that attract a great amount of public interest and are visited by thousands of residents from throughout the region and country as well as by international visitors; and

**WHEREAS**, The waterfront is undergoing a major transformation associated with the removal of the Alaskan Way viaduct and associated construction of the new waterfront promenade and parks which will attract increased visitors; and

**WHEREAS**, Being directly linked to the Pike Place Market via a promenade, with newly rebuilt public piers to the north and south, the Ocean Pavilion will be a central feature for public access to the waterfront; and

**WHEREAS**, An increase in tourism will have a direct benefit to Port facilities and businesses; and

**WHEREAS**, Significant public investments are being made by the City of Seattle, King County, and the state of Washington to create an Ocean Pavilion at the Aquarium; and

**WHEREAS**, The purpose of the Ocean Pavilion is to educate and inspire local, national, and international visitors about the environmental stewardship of the marine ecosystem of the Salish Sea and its linkage to the Pacific Rim environment and communities; and

**WHEREAS**, This presents a generational opportunity for the Port to partner with the Aquarium in the development of, interpretive programming and the creation of a marine-focused exhibit at the Ocean Pavilion highlighting the Port's innovative programs to enhance and protect the maritime environment as well as promoting awareness of the Port's maritime facilities, and furthering future youth training and workforce opportunities in the blue economy; and

**WHEREAS**, There is a publicly accessible terrace landscape and Ocean Pavilion rooftop that affords spectacular views of Elliott Bay and Port harbor operations which creates additional interpretive opportunities; and

**WHEREAS**, This relationship supports the Century Agenda values and goals of the Port increasing tourism, training, job creation, and equity, diversity, and inclusion; and

**WHEREAS**, the implementation of the MOU will enable the Parties to identify opportunities for future collaborations to further shared values and goals;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants of the Parties contained herein, the Parties hereto agree as follows:

## **1. SCOPE OF WORK**

This MOU establishes a five-year agreement between the Port and the Aquarium to develop a strategic relationship that focuses on matters of common interest including: 1) tourism and other economic development; 2) sustainability; 3) marine habitat conservation and restoration including underwater acoustics, kelp research, and killer whale research and conservation; 4) workforce development; 5) equity, diversity, and inclusion; and 6) the design and construction of programming at the Ocean Pavilion to create a marine-focused exhibit highlighting the Port's innovative programs to enhance and protect the maritime environment and promoting awareness of the Port's maritime facilities (the "Project").

The body of work within the MOU includes the following:

**A. Biennial Work Plans**—The parties will create and implement two-year work plans on matters of common interest related to both parties’ missions and values. Projects within the workplan may include a variety of endeavors including but not limited to events, promotional materials, community outreach, job fairs, staff- and volunteer-trainings, placemaking, and signage.

**B. Work Group**—Both parties will assign representatives, which may include a Port commissioner, to sit on a work group, which will meet no more than four times per year to determine opportunities to partner and implement the agreed-to projects.

**C. Organizational Updates**—Upon request, both Parties will make themselves available to the regular meetings of the other party to provide updates on matters related to this strategic relationship.

**D. Port-Related Marine Environment Educational Exhibit**— The Project will be designed and constructed to provide awareness of the Port of Seattle’s marine-focused environmental programs and facilities and will promote and advertise Port properties and facilities in furtherance of the Port’s economic development programs. Both parties will participate in an Aquarium-led design process which will result in a jointly designed exhibit in time for the opening of the Ocean Pavilion.

The Aquarium will build, install, and maintain the exhibit, which will promote and increase public support for the Port’s environmental programs and facilities in furtherance of the Port’s economic development mission. Examples of the Port’s innovative programs to be featured include but are not limited to improving water and air quality, shoreline and marine habitat, energy efficiency, and carbon reduction. The Aquarium will own all right, title and interest in and to the exhibit and the results of the Project.

The Aquarium shall ensure compliance with all state, federal, and other laws, and regulations in furtherance of the Project. The Aquarium shall be responsible for obtaining all necessary permits and/or agreements. The Aquarium shall be responsible for accomplishing all aspects of the Project scope outlined in Section 1.D.

Any changes to the exhibit during the duration of the MOU, as described in Section 1, shall require coordination with the Port and the Work Group and approval by the Parties.

**2. PERIOD OF PERFORMANCE**

The term of this MOU shall be five years commencing from the last signature date of the MOU unless terminated earlier in accordance with this MOU. Aquarium and Port staff will submit and/or present a project status report to their respective governance boards annually at a time of mutual agreement.

**3. PROJECT FUNDING**

The Port will contribute \$5,000,000 to the Aquarium under this MOU in accordance with the deliverable schedule below:

<u>DELIVERABLE</u>	<u>LUMP SUM</u>	<u>INVOICE SUBMITTAL AND DELIVERABLE DUE DATE</u>
Project Progress Report	\$100,000	After MOU Execution

Project Progress Report	\$1,000,000	January 1, 2023
Project Progress Report	\$1,000,000	January 1, 2024
Final Project Report and Notice of Completion of the Project	\$900,000	After Project completion and opening of the Ocean Pavilion and marine-focused exhibit highlighting the Port's programs
Progress Report	\$1,000,000	January 1, 2026
Final Progress Report	\$1,000,000	Prior to the expiration of the MOU in 2027

The parties may agree to an updated payment and deliverable schedule by written amendment.

Project progress reports will include a narrative describing the Project progress since the last report, design recommendations for the Project showing the marine-focused exhibit highlighting Port programs, an updated Project schedule, Biennial Work Plans developed under Section 1.A and minutes of Work Group meetings described in Section 1.B. Progress Reports after the Project is completed will include Biennial Work Plans developed under Section 1.A, minutes of Work Group meetings described in Section 1.B, and a narrative detailing the impacts of the Project and partnership.

The Aquarium shall submit an invoice to the Port with the deliverables listed above. Payment will be made by the Port within sixty (60) days of receipt of such properly submitted invoice and deliverable. The total payment under this MOU shall not exceed \$5,000,000.

Except for the Port's contributions as herein described, all Project costs shall be borne by the Aquarium. The Aquarium, at its sole cost and expense, shall secure and maintain in effect, all federal, state, and local permits and licenses required for the construction of the Project.

#### **4. RECORDS RETENTION AND AUDIT**

During the progress of the work on the Project and for a period not less than six (6) years from the date of the completion of the Project or final payment by the Port to the Aquarium, whichever is later, the records and accounts pertaining to the Project and accounting thereof are to be kept available for inspection and audit by the Port, and the Aquarium shall provide the Port with copies of all records, accounts, documents, or other data pertaining to the Project upon the Port's request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit findings have been resolved, even though such litigation, claim, or audit continues past the typical six-year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

#### **5. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this MOU shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This MOU may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

## **7. TERMINATION FOR CONVENIENCE**

Either party may terminate this MOU upon 120 days' prior written notification to the other party. If this MOU is so terminated, the Port shall be responsible for payment of deliverables properly invoiced and accepted prior to the effective date of termination.

## **8. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this MOU, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this MOU may be terminated immediately by written notice of the aggrieved party to the other.

Notwithstanding anything in this MOU to the contrary, in no event shall a Party be liable to the other Party for breach of this Agreement as a result of a failure to perform or for delay in performance of any provision of this Agreement if such performance is delayed or prevented by a force majeure event. The term "force majeure event" means any event reasonably beyond the affected Party's control, whether unforeseen, foreseen, foreseeable, or unforeseeable and without the fault or negligence of the affected Party, including, but not limited to, events of nature, labor or civil disruption, orders of any court or governmental agency having jurisdiction of the Party's actions, pandemics or epidemics (including the COVID-19 pandemic), acts of war or terrorism, civil or military disturbances, or acts of God. The affected Party shall make all reasonable efforts to promptly resume performance of this Agreement and, when able, to resume performance of its obligations and give the other Parties written notice to that effect.

## **9. DISPUTES**

The designated representatives under Section 16, NOTIFICATION, shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, the matter shall be reviewed by the executive director of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

## **10. GOVERNANCE**

This MOU shall be governed by and construed in accordance with the laws of the State of Washington. The King County Superior Court in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this MOU.

## **11. ASSIGNMENT AND THIRD-PARTY BENEFICIARIES**

This MOU is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld. Nothing in this MOU is intended to, nor shall be construed to give any rights or benefits in the MOU to anyone other

than the Port and the Aquarium, and all duties and responsibilities undertaken pursuant to this MOU will be for the sole and exclusive benefit of the Port and the Aquarium and not for the benefit of any other party.

## **12. INDEMNIFICATION**

Each party to this MOU will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU. To the maximum extent allowed by law, the Parties shall protect, defend, indemnify, and save harmless each other, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Parties' own negligent acts or omissions in connection with performance of activities under the terms of this MOU. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents.

The Aquarium and the Port agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Aquarium and the Port, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW, and all other applicable Industrial Insurance / Worker's Compensation Acts or their equivalent in the applicable jurisdiction. Further, the indemnification obligations under this MOU shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

If the Aquarium or the Port incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this MOU. This indemnification shall survive the termination of this MOU.

Notwithstanding anything to the contrary contained herein, and except for the third-party indemnification obligations set forth above, neither Party shall be responsible for payment to the other Party of consequential, special, or punitive damages in any way arising from this MOU or any claim of breach or failure under this MOU.

## **13. WAIVER**

A failure by either party to exercise its rights under this MOU shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this MOU unless stated to be such in a writing signed by an authorized representative of the party and attached to the original MOU.

## **14. SEVERABILITY**

If any provision of this MOU or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOU which can be given effect

without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOU, and to this end the provisions of this MOU are declared to be severable.

**15. ALL WRITINGS CONTAINED HEREIN**

This MOU contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

**16. NOTIFICATIONS**

Any notice required or permitted to be given pursuant to this MOU shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the Parties to this MOU:

To the Aquarium      Attn: President and CEO Robert W. Davidson  
Seattle Aquarium  
1483 Alaskan Way  
Seattle, Washington 98101

To the Port:            Attn: Executive Director Stephen P. Metruck  
Port of Seattle  
2711 Alaskan Way  
Seattle, Washington 98121

EXECUTED BY THE UNDERSIGNED PARTIES effective as of the last date below.

Seattle Aquarium

Port of Seattle

/s/

/s/

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Robert W. Davidson  
President and CEO

Stephen P. Metruck  
Executive Director

## **ORDER NO. 2021-13**

### **AN ORDER OF THE PORT OF SEATTLE COMMISSION**

To direct the Executive Director to develop and execute a memorandum of understanding by July 29, 2022 that establishes a strategic relationship with the Seattle Aquarium, and commits \$5,000,000 over the next five years for the development of the Aquarium's Ocean Pavilion including a Port-related marine environmental educational exhibit.

**ADOPTED  
NOVEMBER 16, 2021**

#### **INTRODUCTION**

The Seattle Aquarium ("Aquarium") and Port of Seattle share values that include environmental stewardship of the marine environment, workforce development and equity. Headquartered on the Seattle waterfront, the Port of Seattle and Seattle Aquarium are in close proximity to the Bell Harbor Convention Center, marina, and cruise ship terminal at Pier 66 which are venues of great public interest and attractions for tourism.

The waterfront is undergoing a major transformation associated with the removal of the Alaska Way viaduct and associated construction of the new waterfront promenade and parks. Significant public investments are being made by local, state, federal and private entities to create an Ocean Pavilion at the Aquarium.

The purpose of the Ocean Pavilion is to educate and inspire international visitors and local communities about the environmental stewardship of the marine ecosystem of the Salish Sea and Pacific Ocean. The Seattle Aquarium currently draws over 850 thousand visitors per year, with various programs to allow the Seattle Public School District, and underserved communities to receive subsidized or free tickets. The new Ocean Pavilion is expected to draw over 1.5 million visitors annually.

This presents a generational opportunity for the Port of Seattle to partner with Seattle Aquarium in the development of the Ocean Pavilion and programming and create a marine-focused exhibit highlighting the Port's innovative environmental programs and potentially promoting awareness of the Port's maritime facilities. The new facility may also provide for future youth training and workforce opportunities for participation in the blue economy. The Port's support of this effort will also assist a major tourist attraction to the region.



### **TEXT OF THE ORDER**

The Port of Seattle Commission hereby directs the Executive Director to execute a memorandum of understanding by July 29, 2022, that establishes a strategic relationship with the Seattle Aquarium, and commits port funding of \$5,000,000 over five years for the development of the Aquarium's "Ocean Pavilion" including design and construction of a marine-focused environmental exhibit that provides local communities and visitors educational opportunities and awareness of the Port of Seattle's environmental mission and goals for advancing ocean health, the Salish Sea Ecosystem, and the blue economy, including the Port's maritime operations.

In 2022 the executive director shall commit up to \$100,000 to support the design and development of the Port of Seattle exhibit at the Aquarium, subject to the completion of an agreement with the appropriate party.

### **STATEMENT IN SUPPORT OF THE ORDER**

The Port of Seattle has a significant governmental interest in creating a strategic relationship with the Seattle Aquarium. This facility and exhibit will advance public awareness of port-related marine-focused environmental programs and facilities and will serve as an important project to promote and advertise Port properties and facilities. The facility and exhibit provide a platform to highlight the Port's marine conservation work and will increase the public awareness of the Ports environmental sustainability and maritime innovations in our region. This partnership supports the Century Agenda values and goals of the Port increasing tourism, training, and job creation.

The Port's operation of this exhibit will include working with the Aquarium to market, update and design the exhibit. The exhibit will highlight elements of the Port of Seattle's sustainability and ocean conservation work through storytelling and interpretation in the Seattle Aquarium's Ocean Pavilion, accessible public terrace landscape and rooftop that afford spectacular views of Elliott Bay and Port harbor operations.

The Port partnership with the Seattle Aquarium will develop interpretive opportunities highlighting the Port's work to conserve the Salish Sea and the waters traversed by ships in the Trans-Pacific and Alaskan trade calling on its terminals. Selected stories would be aligned with both the Aquarium and Port's missions and conservation priorities. An ad hoc committee will be formed by the Port Commission, to include Port, Aquarium, and external stakeholders to aid in the exhibit development and programming.

The Port's commitment to this project is in addition to contributions made by other public entities including \$35M from the City of Seattle, \$8M from King County and \$3.4M from the state of Washington. Federal support is also expected to be obtained.

- **ATTENDANCE, TOURISM AND JOB CREATION**

The Ocean Pavilion, in association with the waterfront redevelopment, will dramatically increase public interest in the waterfront and enhance Aquarium attendance. This will create increased public awareness of the maritime environment while creating family wage jobs and re-energize tourism to our region.

**Serving almost 1 million tourists annually:** The Aquarium projects attendance will climb from 850,000 to 1.5 million per year with the opening of the Ocean Pavilion. Using historical visitor data, it is estimated that 60 percent of visitors would be tourists, which would result in the new building hosting 750,000+ tourists annually, making the Aquarium a top five Seattle attraction.

**Increase in tourism/waterfront visitation:** According to a 2019 HR&A value study, overall visitation by residents and tourists to the new waterfront is expected to increase by 20 percent (1.5 million net new visitors annually). The Ocean Pavilion will provide a new connection to Pike Place Market (10 million annual visitors) through its publicly accessible roof and will serve as the lynchpin for the City of Seattle’s new waterfront park. Signage inside and outside the Ocean Pavilion will highlight port facilities such as the rooftop of the Bell Harbor Convention Center where additional explanatory signage may also be installed by the Port informing visitors of Port facilities and additional Aquarium exhibitory.

**Job Creation:** The estimated one-time economic impact to the overall waterfront is \$1.1 billion with more than \$30 million in tax revenue generated. The Aquarium’s Ocean Pavilion project is underway with early site work and will employ an estimated 1,583 people throughout construction at a critical time as we recover our economy. Inclusion of Port-related exhibitory will identify ways for the public to participate in the blue economy.

**Labor, women and minority-owned business and apprenticeship programs:** The Aquarium’s Ocean Pavilion will employ an estimated 1,583 people—70 percent will be local union jobs and the project exceeds Seattle’s Community Workforce Agreement goals including women- and minority-owned business hires and apprentice programs. The Port’s ability to potentially partner with job fairs will highlight future employment opportunities.

- **PROMOTING DIVERSITY, CULTURE, CONSERVATION AND EDUCATION:** The Seattle Aquarium aims to be inclusive and welcoming to all and believes its visitors should reflect the diversity of our region, paying particular attention to ensuring access to underserved communities and populations within our region. The expanded Aquarium will gain 35 percent more space and an estimated 75 percent increase in attendance, which will dramatically expand the conservation and ocean health programming that it annually delivers.

**Collaboration with Coast Salish and Urban Indigenous Community:** Design, interpretation and public art for the Ocean Pavilion is being done in collaboration with local Coast Salish tribes and native communities. The result of this important Indigenous engagement is a direct influence on the building architecture, rooftop landscape and

interpretive design, interior guest experience exhibit program and public art. This work includes the hiring of a Muckleshoot Tribal member as part of the landscape design team, ongoing reviews and consulting from the Headwater People Consulting and the commissioning by an all-Indigenous led selection panel of a Lummi glass artist for a public art portion of the project. Members of the Suquamish and Muckleshoot tribes have also been engaged through the development of the pavilion.

**Expanding Conservation Education Programming:** The Aquarium expects to see a dramatic increase in its programming and reach due to increased attendance and revenue. Annually, the Aquarium hosts more than 40,000 students from more than 500 schools, with approximately 60 percent of classrooms receiving scholarships. The Aquarium also engages more than thousands of volunteers who provide more than 100,000 hours of service having community conversations, with a third of those hours committed by youth.

**An Inclusive Aquarium for All:** The Aquarium prioritizes providing inclusive programming like ‘Dream Night’ which provides special events for children and adults with chronic illnesses and/or disabilities, our Open House that features multicultural interpretation and materials available in eight languages, and our Deaf Community Day with sign language interpreters throughout the Aquarium. To make the Aquarium accessible to all, the Aquarium distributes approximately 80,000 free tickets through 350+ regional human services agencies supporting underserved and underrepresented communities annually. Examples of community partners include East African Community Services; Refugee Women’s Alliance; Latino Outdoors; Chinese Information and Service Center; Seattle Indian Health Board, and many other diverse organizations.

# Port – Aquarium Strategic Relationship

September 27, 2022

# Briefing Agenda

- MOU Deliverables and Expectations
- Previous, Current, and Ongoing Collaborations
- Future Collaborative Opportunities

# MOU Deliverables and Expectations

- \$5 million from Port to Aquarium over five years
- 5 years of strategic relationship building
- Establish a Port-Aquarium Work Group
- Create and implement biennial work plans
- Provide updates to each other's leaders
- Port-related marine exhibit in new Ocean

# Previous, Current, and Ongoing Collaborations

- Quiet Sound
- Kelp fellow and kelp restoration
- One Ocean Hall exhibit: The Port Sound Walk

# Future Collaborative Opportunities

- Tourism and other economic development
- Sustainability
- Marine habitat
- Workforce development
- Equity, diversity, and inclusion



# Future Collaboration Methods

- Events
- Promotional materials
- Community Outreach
- Job fairs
- Staff and volunteer training
- Placemaking
- Signage

# Timeline

- Q4 2022—Initial workplan discussions
- Q1/Q2 2023—Finalize biennial workplan
- Q3 2023—Begin implementation of workplan

# Thank You!

- Questions and Comments?

# Appendix

# Contribution Timeline

<u>DELIVERABLE</u>	<u>LUMP SUM</u>	<u>INVOICE SUBMITTAL AND DELIVERABLE DUE DATE</u>
Project Progress Report	\$100,000	After MOU Execution
Project Progress Report	\$1,000,000	January 1, 2023
Project Progress Report	\$1,000,000	January 1, 2024
Final Project Report and Notice of Completion of the Project	\$900,000	After Project completion and opening of the Ocean Pavilion and marine-focused exhibit highlighting the Port's programs
Progress Report	\$1,000,000	January 1, 2026
Final Progress Report	\$1,000,000	Prior to the expiration of the MOU in 2027



ONE FUTURE.  
ONE OCEAN.

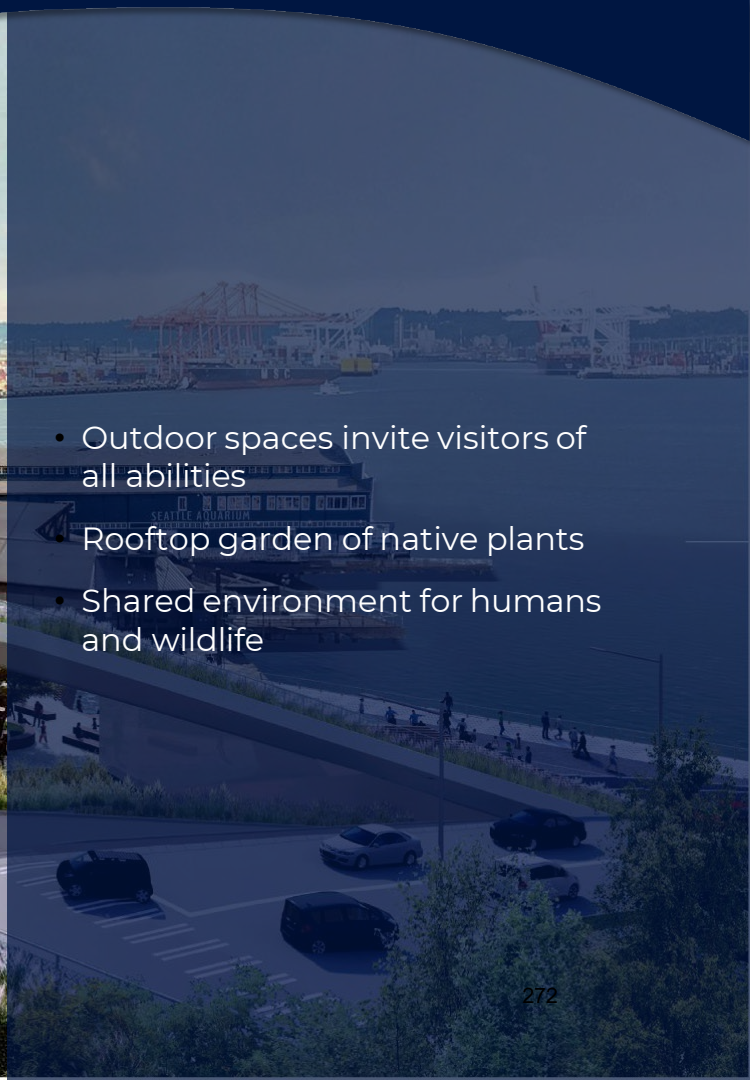
A civic landmark at the heart of  
Seattle's waterfront



## Sweeping views of Puget Sound and the city



- Outdoor spaces invite visitors of all abilities
- Rooftop garden of native plants
- Shared environment for humans and wildlife





Connecting downtown to the waterfront



Views of the waterfront



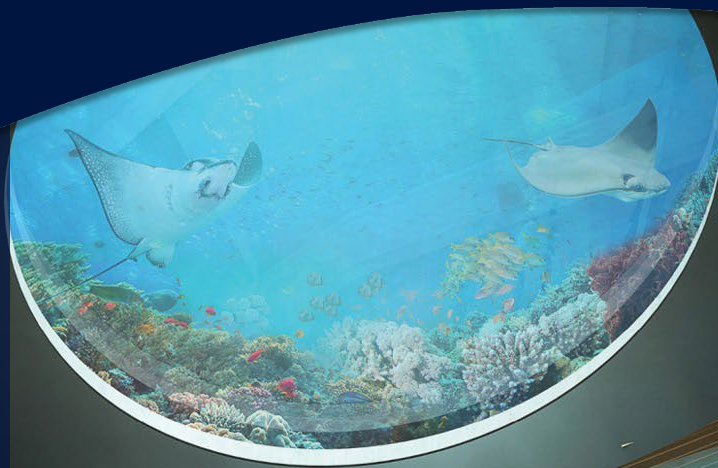
# The world's first Aquarium campus to feature regenerative design

- Living building challenge
- 100% fossil fuel free
- Climate-positive energy use
- Leading the way to a new era of sustainable urban development



## The region's window to the world's waters

- Species from the Indo-Pacific ocean
- 3,500 tropical fish and invertebrates
- 30 species of coral
- Sustainably sourced
- Modeling safe, humane animal care
- Expanding endangered species recovery programs



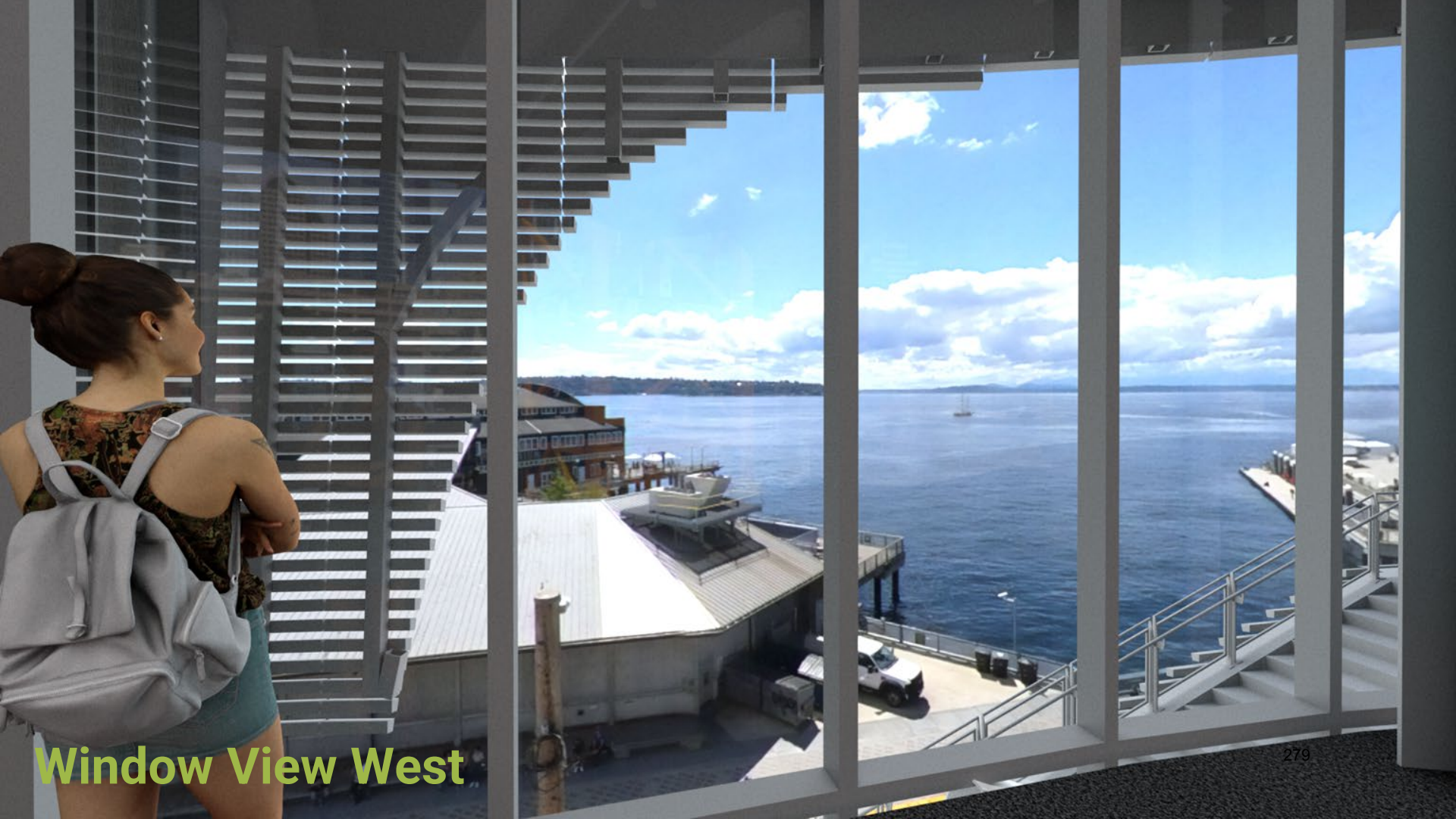
# Port Soundwalk

**Conceptual Design**

Seattle Aquarium Ocean Pavilion

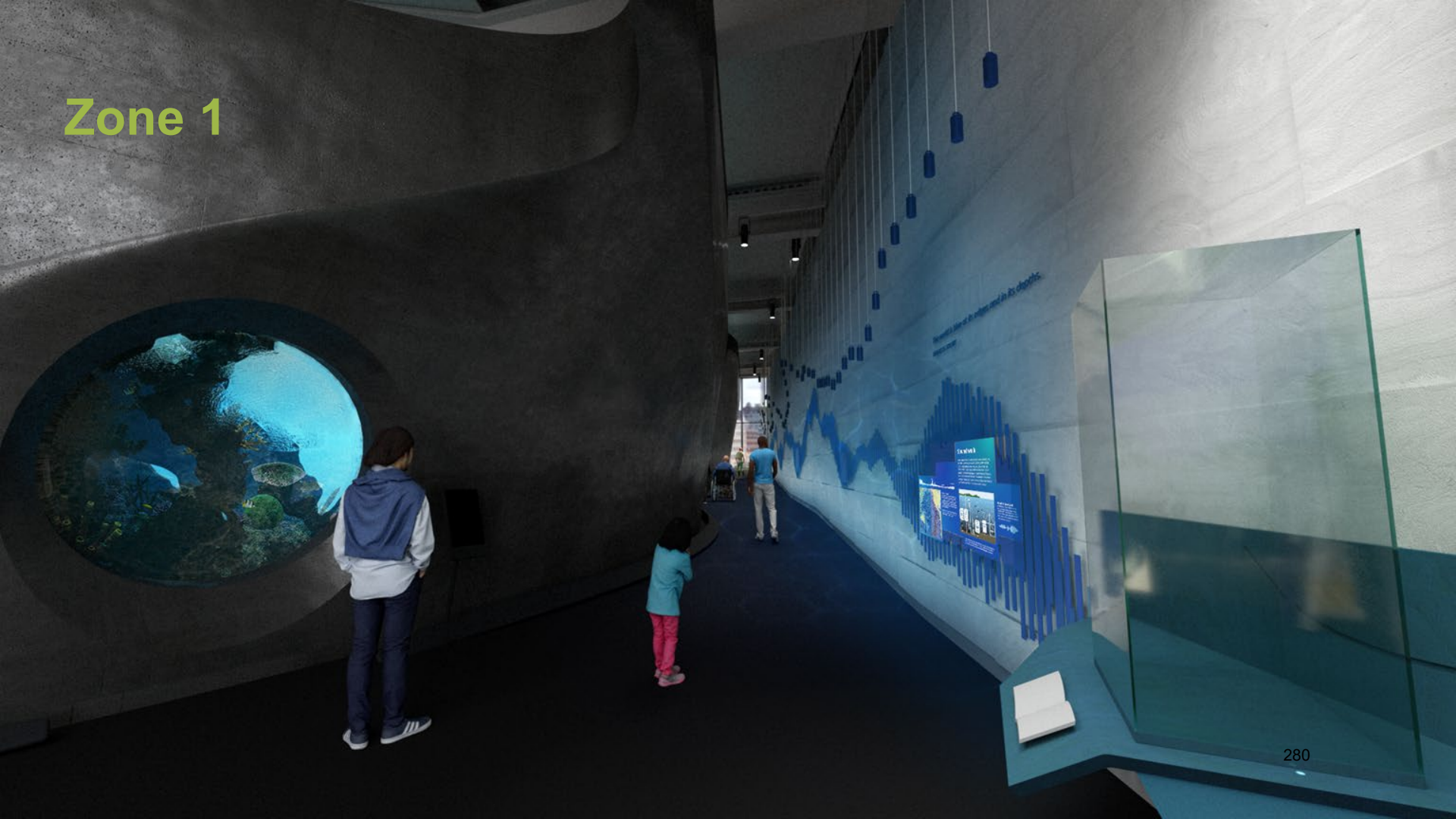
# Ocean Pavilion





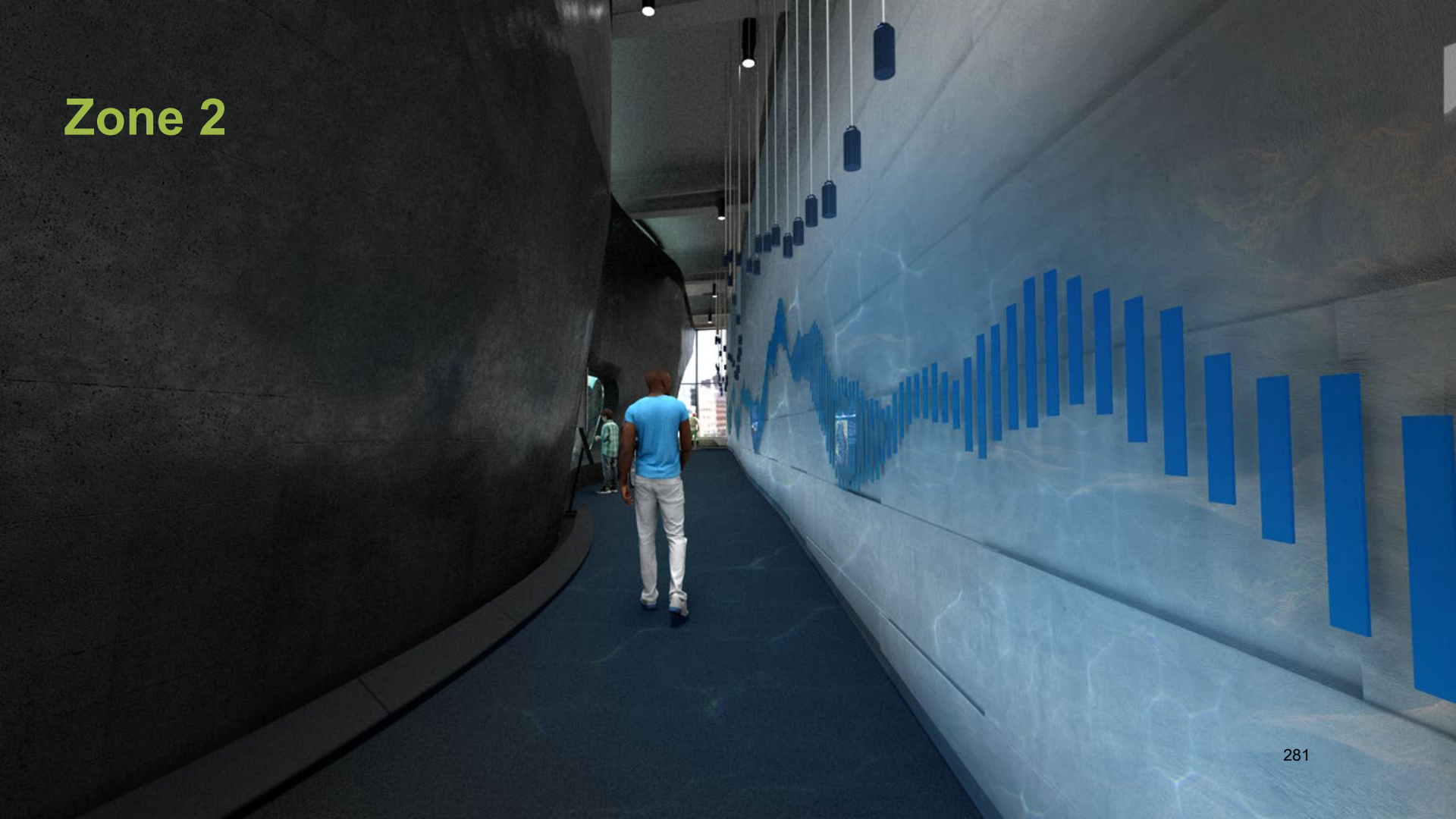
Window View West

# Zone 1

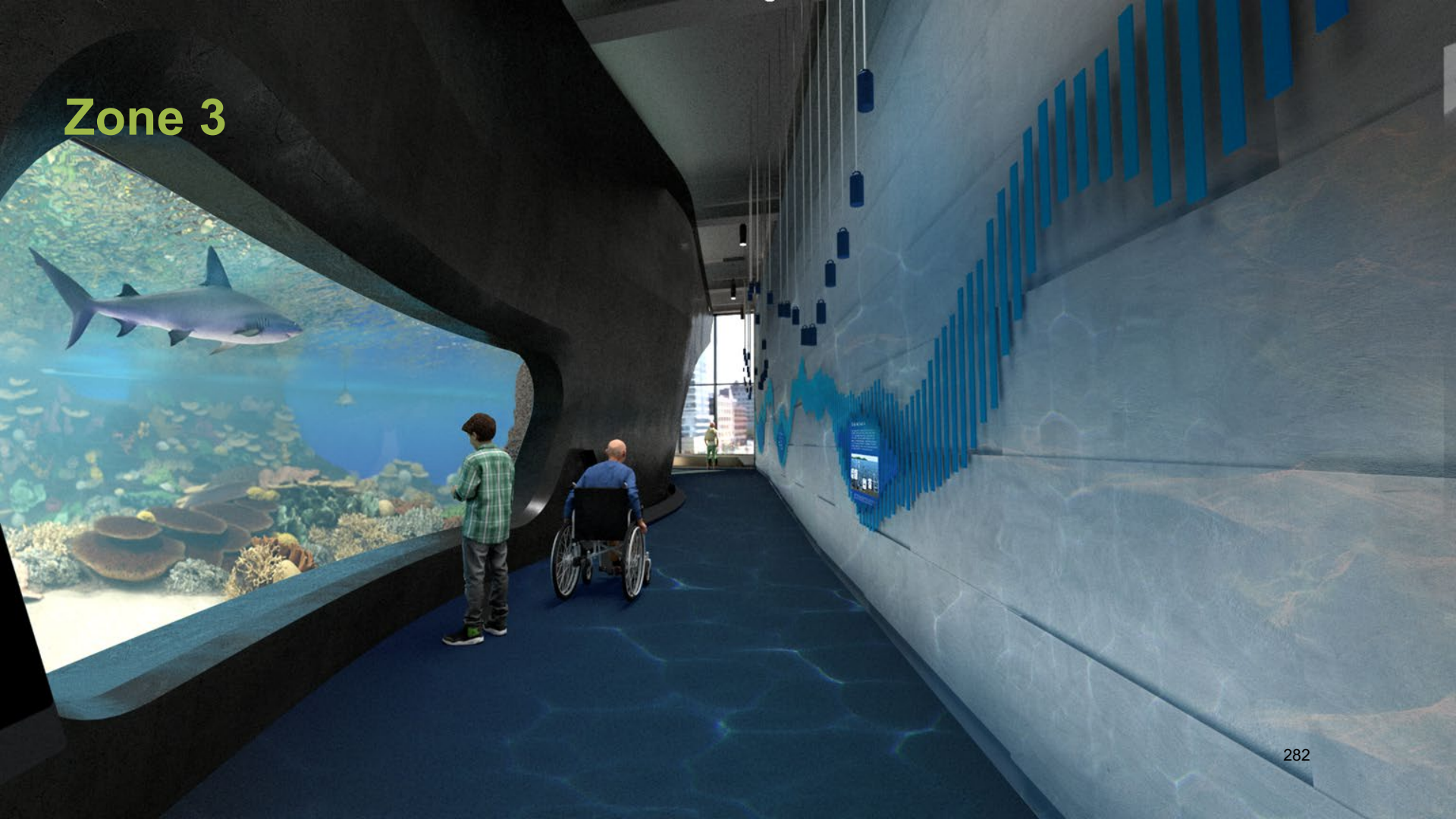




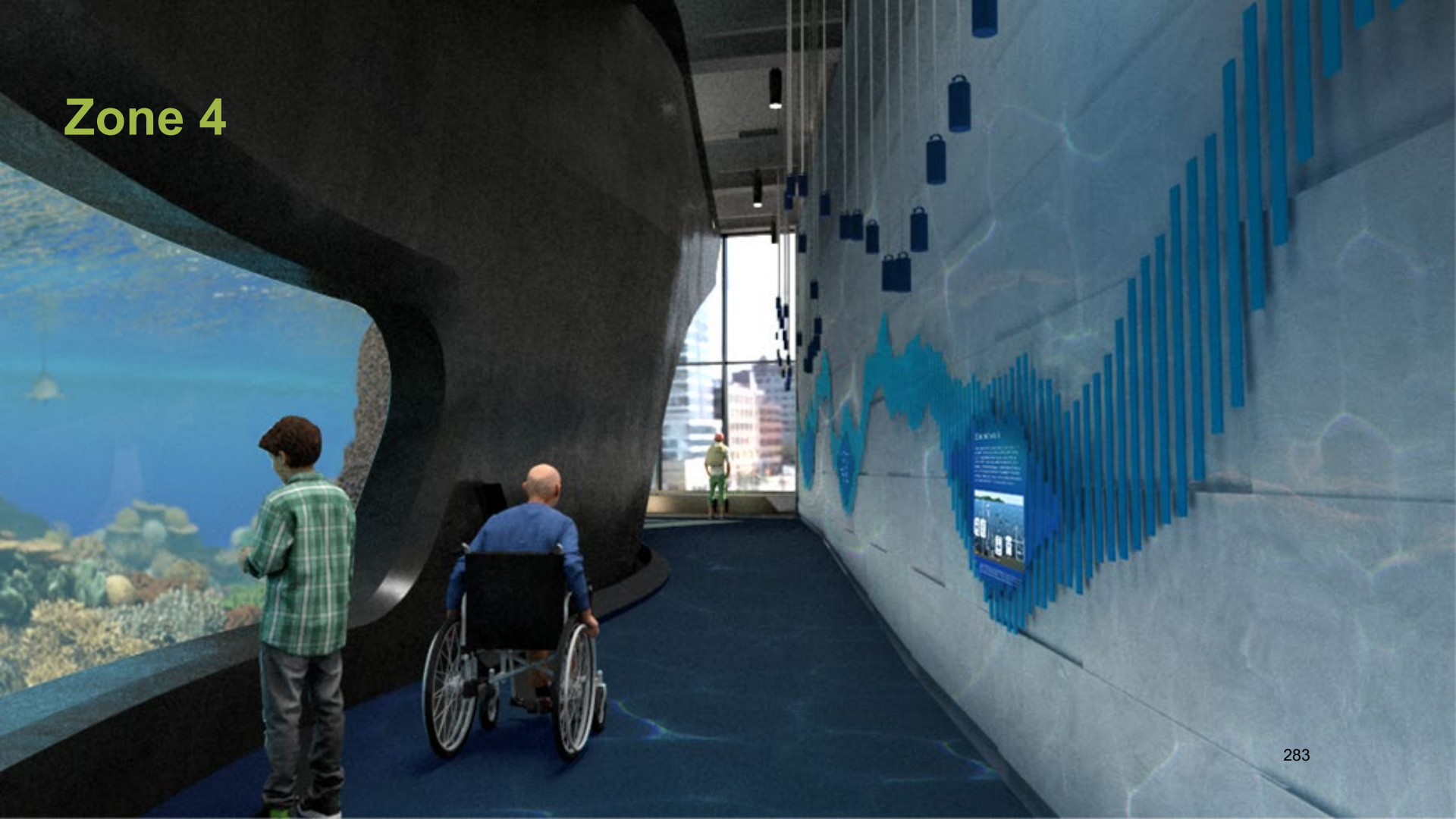
## Zone 2



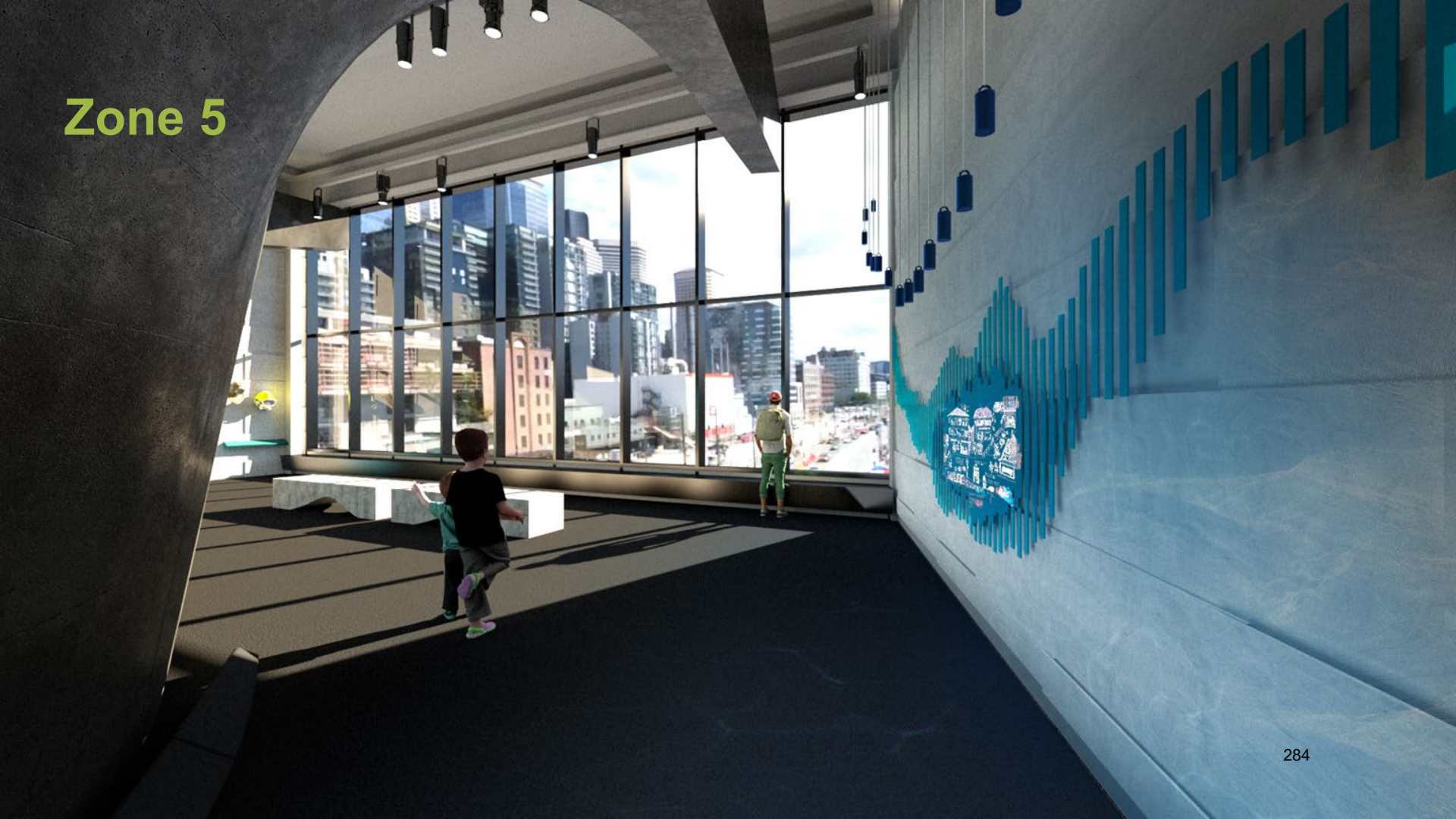
## Zone 3



## Zone 4



# Zone 5



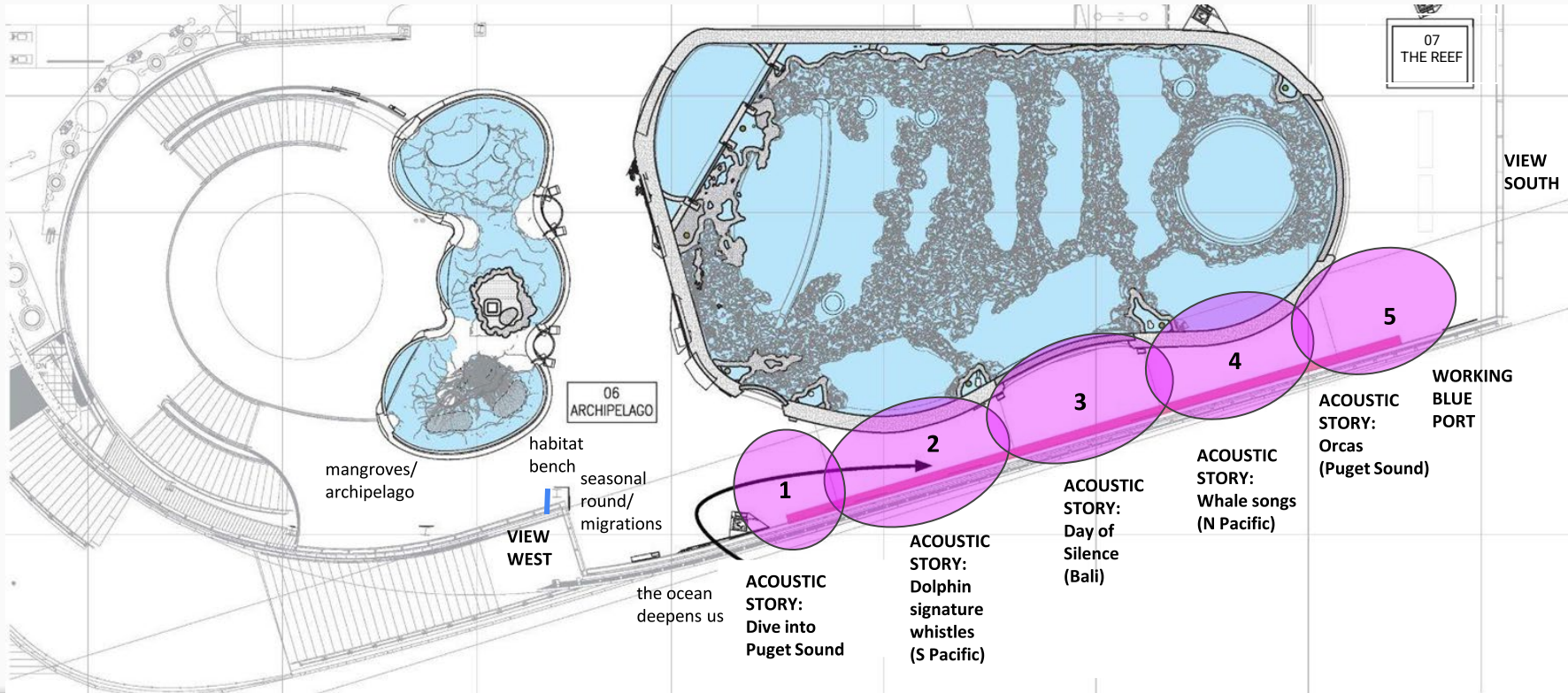


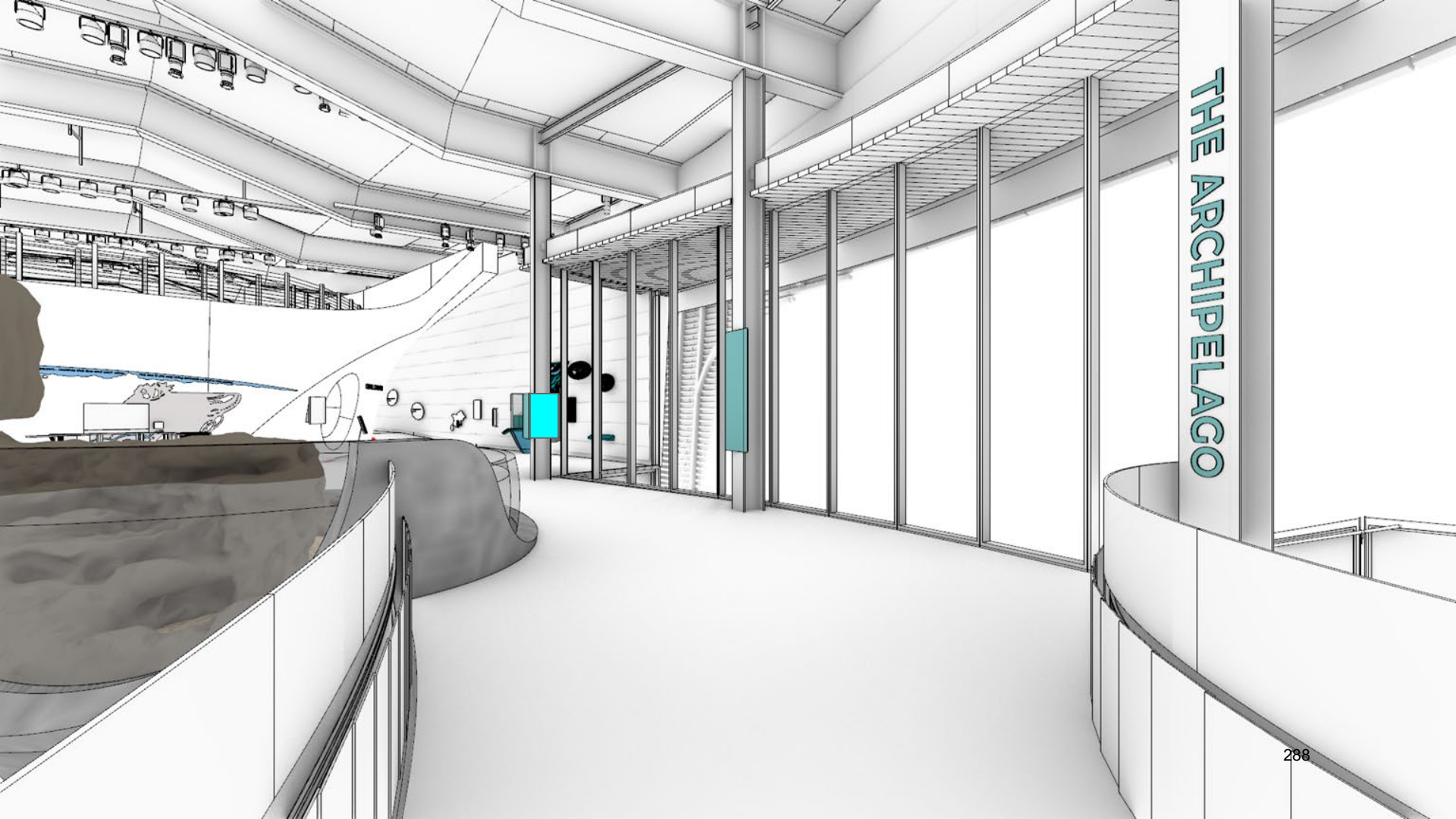
**Window View South**

# Port Soundwalk: Overview

- Just outside the Ocean Pavilion is Elliott Bay—a 600 ft deep harbor and home to many underwater communities. What is life like out there, below the waterline?
- What do different parts of the ocean sound like? How does sound impact how ocean animals relate to one another and their environment?
- How do ocean animals experience changes in human technology? What innovations are we developing so we can all thrive together?

# Port Soundwalk: Plan Diagram





# THE ARCHIPELAGO



# Port Soundwalk

## Prelude: View West

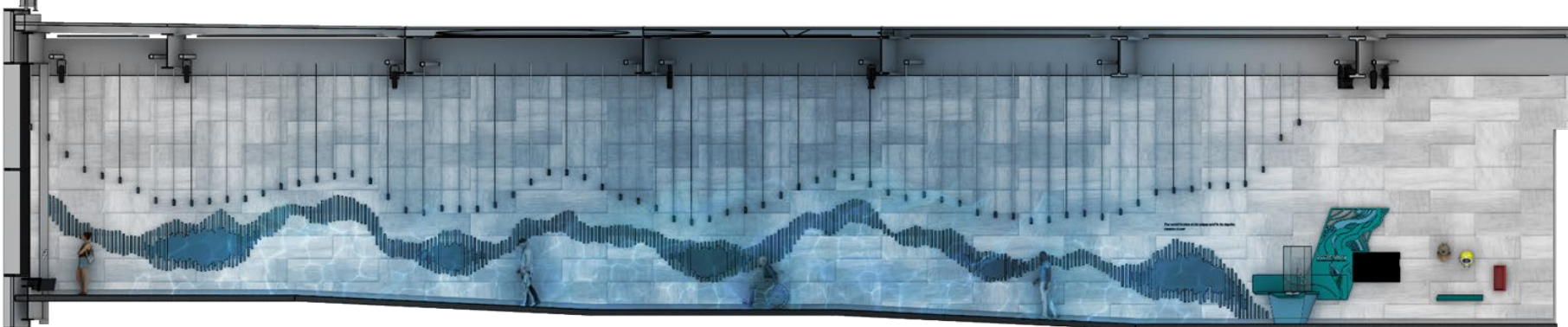


# Ocean Networks

The Port of Seattle is a connector—to our One World Ocean and to communities (human and marine life) around the world.



# Port Sound Walk: Elevation



**ZONE 5**  
**ACOUSTIC STORY:**  
 Orcas  
 (Puget Sound)

**WORKING BLUE PORT**

**ZONE 4**  
**ACOUSTIC STORY:**  
 Whale songs  
 (N Pacific)

**ZONE 3**  
**ACOUSTIC STORY:**  
 Day of Silence  
 (Bali)

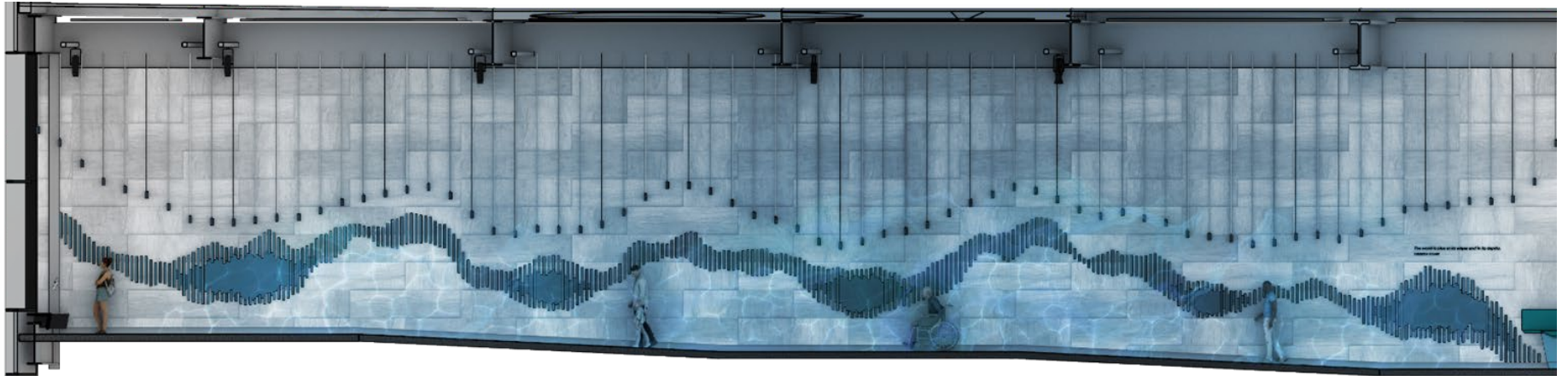
**ZONE 2**  
**ACOUSTIC STORY:**  
 Dolphin signature  
 whistles  
 (S Pacific)

**ZONE 1**  
**INTRO:**  
**ACOUSTIC**  
**STORY:**  
 Dive into  
 Puget Sound

**PRELUDE:**  
 The Ocean  
 Deepens Us

**PRELUDE:**  
 VIEW  
 WEST

# Port Sound Walk: Elevation



**ZONE 5**  
**ACOUSTIC STORY:**  
Orcas  
(Puget Sound)

**WORKING BLUE PORT**

**ZONE 4**  
**ACOUSTIC STORY:**  
Whale songs  
(N Pacific)

**ZONE 3**  
**ACOUSTIC STORY:**  
Day of Silence  
(Bali)

**ZONE 2**  
**ACOUSTIC STORY:**  
Dolphin signature  
whistles  
(S Pacific)

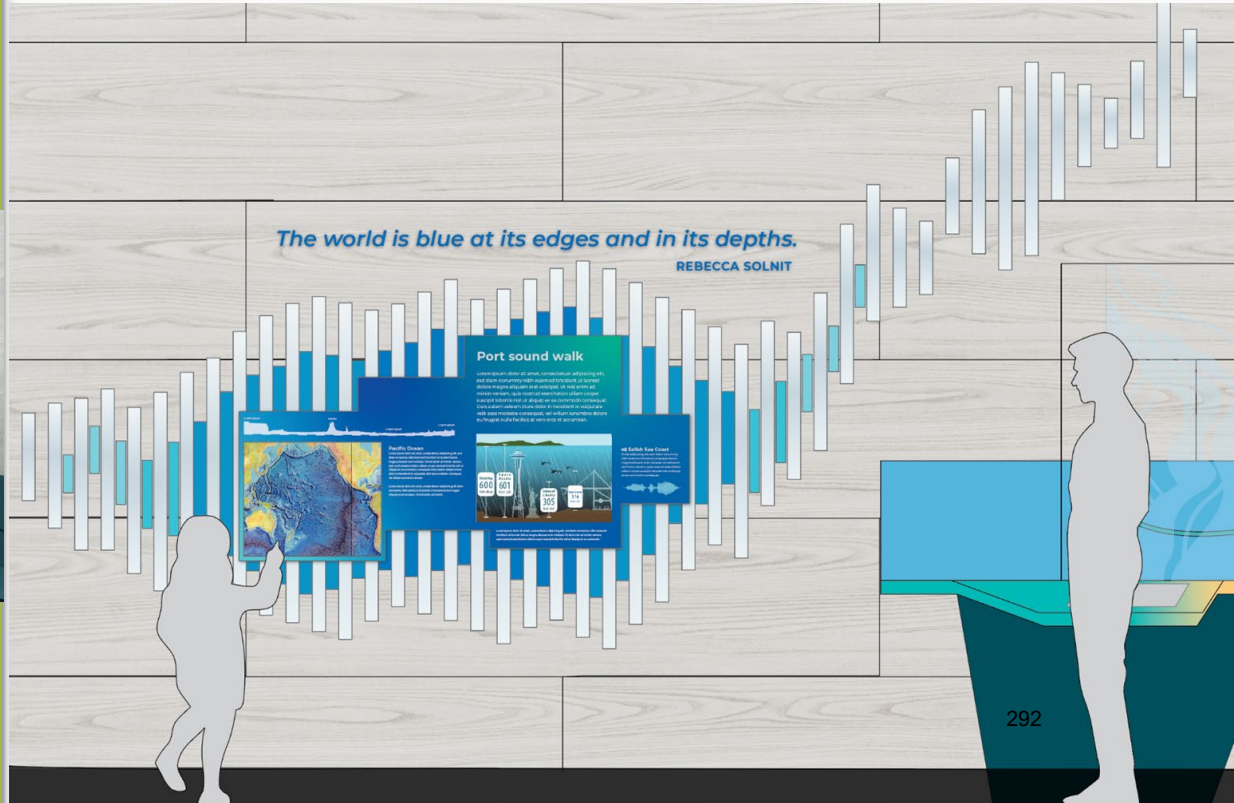
**ZONE 1**  
**INTRO:**  
**ACOUSTIC**  
**STORY:**  
Dive into  
Puget Sound

# Port Soundwalk

## Zone 1: Puget Sound

# Zone 1: Introduction

Outside, below the surface of the water is a whole community that depends on healthy underwater acoustic environments.



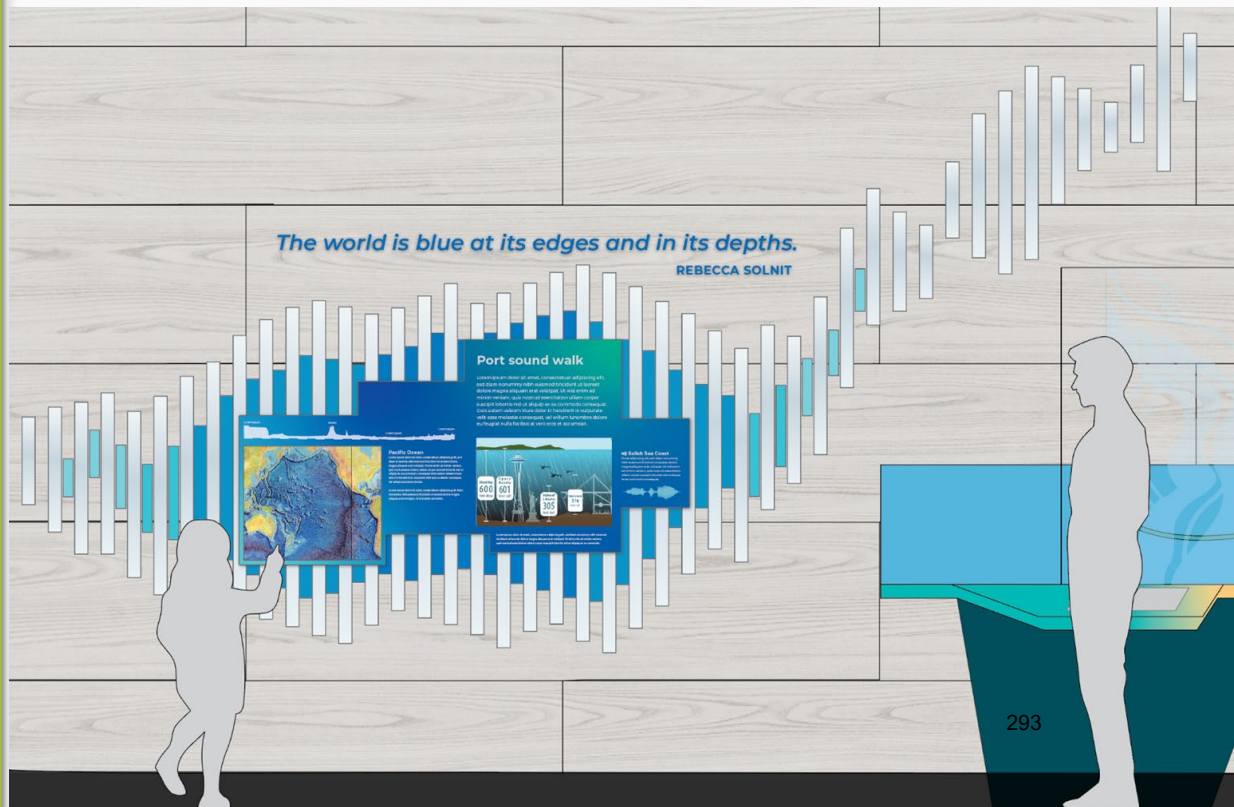
# Zone 1: Introduction

Outside, below the surface of the water is a whole community that depends on healthy underwater acoustic environments.

## Port Soundwalk

### Zone 1: Puget Sound

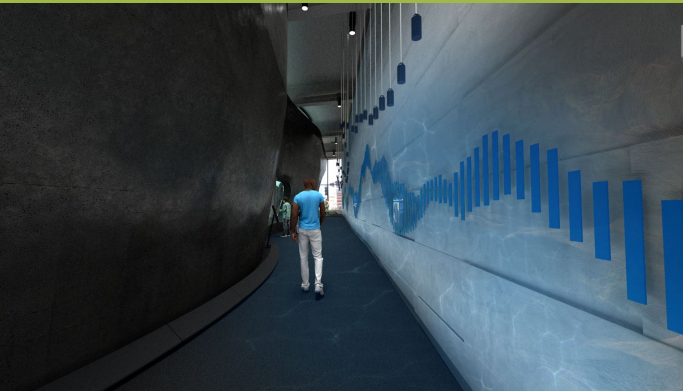
- Section illustration: Elliott Bay
- Topographic Map: Pacific Ocean
- Audio: Ambient noise in Puget Sound: marine life, natural physical processes and man-made
- Spectrogram: Graphic of audio
- Lighting: Underwater Effect



# Port Soundwalk

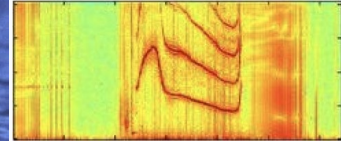
## Zone 2: Southern Pacific Ocean

[Ramp]



## Zone 2: Acoustic Story

A mother dolphin whistling to her calf, teaching her name.  
Each dolphin develops a signature whistle uniquely her own.



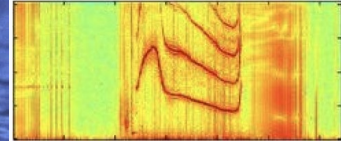
# Port Soundwalk

## Zone 2: Southern Pacific Ocean

- **Audio:** Mother dolphin whistling to her calf
- **Spectrogram:** Graphic of audio
- **Graphics:** Audio ID, animal icon, ocean landmarks convey ocean depth
- **Lighting:** Underwater Effect

## Zone 2: Acoustic Story

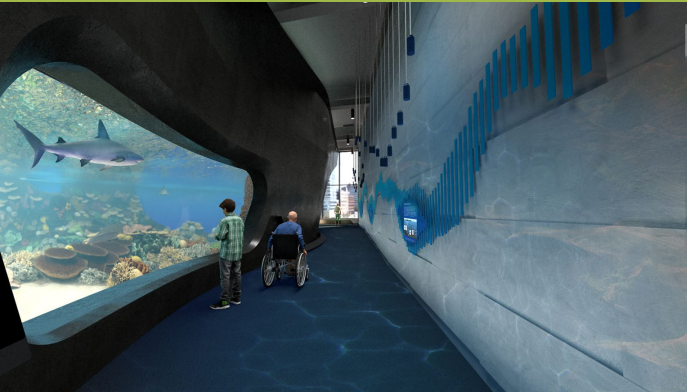
A mother dolphin whistling to her calf, teaching her name.  
Each dolphin develops a signature whistle uniquely her own.



# Port Soundwalk

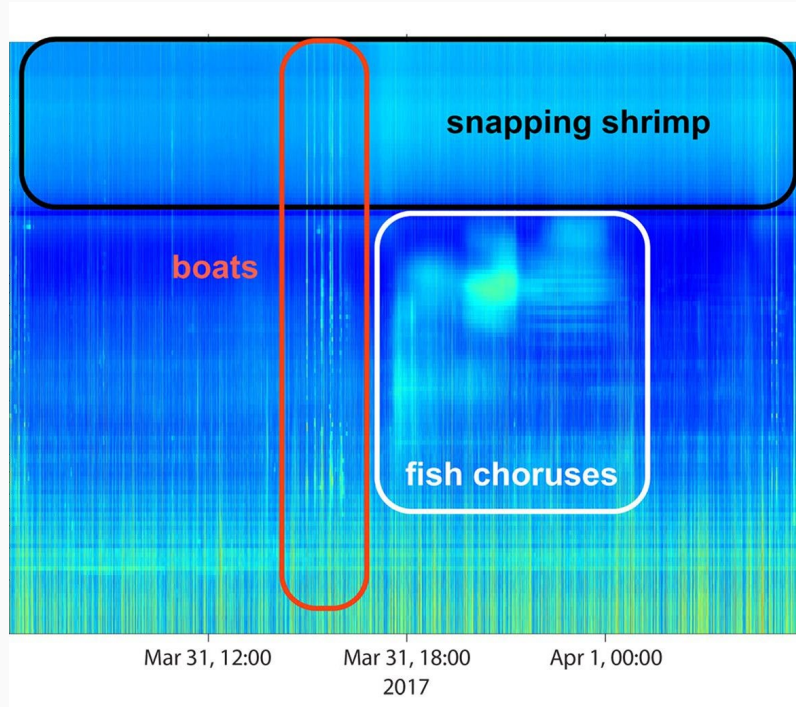
## Zone 3: Coral Triangle

[Landing]



## Zone 3: Acoustic Story

The sounds of Nyepi (Day of Silence) in waters of Bali, Indonesia





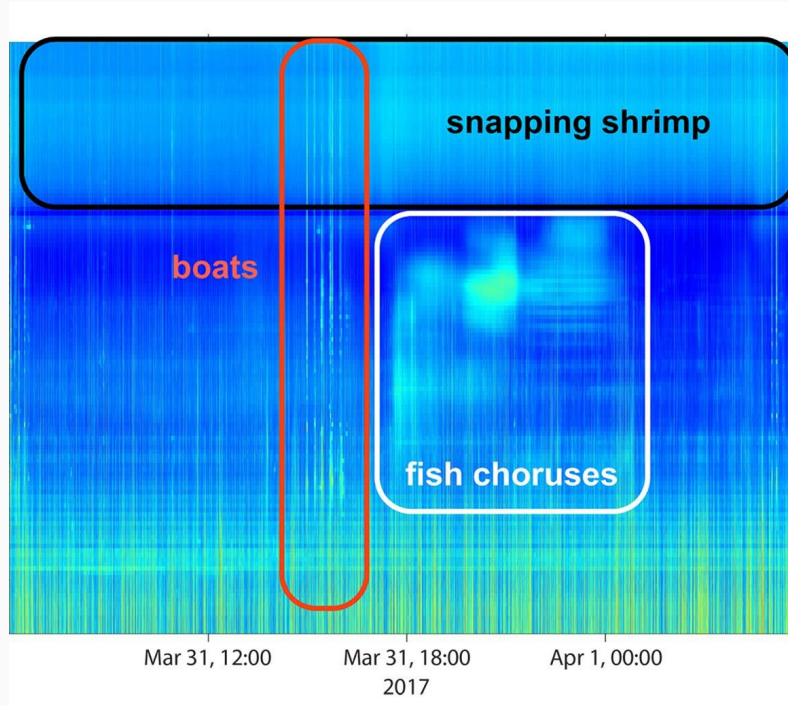
# Port Soundwalk

## Zone 3: Coral Triangle

- **Audio:** “Day of Silence”
- **Spectrogram:** Graphic of audio
- **Graphics:** Describes how all commercial activities on land cease for 24 hours. Shipping and fishing ports are closed. The important role of sound on coral reefs.
- **Lighting:** Underwater Effect

## Zone 3: Acoustic Story

The sounds of *Nyepi* (Day of Silence) in the waters of Bali, Indonesia



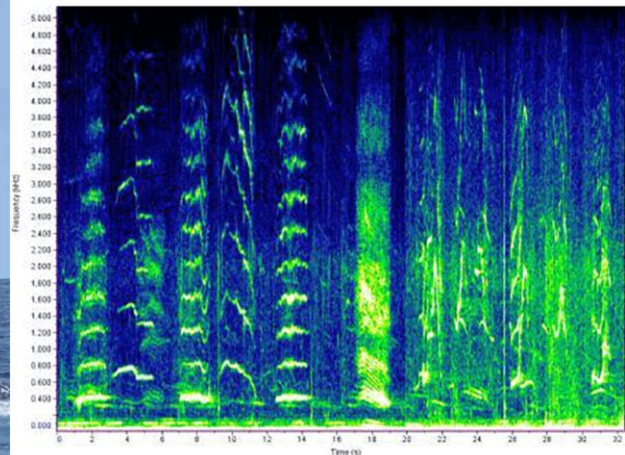
## Zone 4: Acoustic Story

A humpback whale sings his song.

### Port Soundwalk

#### Zone 4: Northern Pacific Ocean

[Ramp]



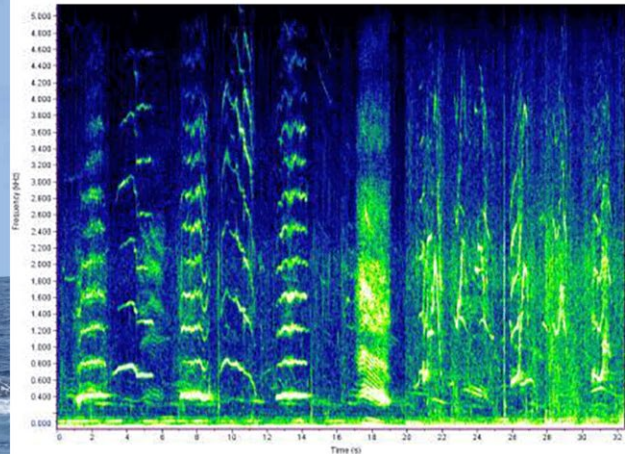
## Zone 4: Acoustic Story

A humpback whale sings his song.

### Port Soundwalk

#### Zone 4: Northern Pacific Ocean

- **Audio:** Humpback whale song amid propeller noise.
- **Spectrogram:** Graphic of audio
- **Graphics:** Audio ID, animal icon, ocean landmarks convey ocean depth
- **Lighting:** Underwater Effect

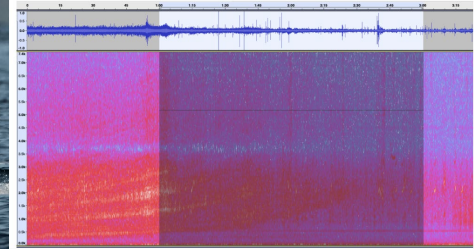


# Port Soundwalk

## Zone 5: Port of Seattle

### Zone 5: Acoustic Story

Orcas coming into Puget Sound for salmon season



# Zone 5: Working Blue Port Our Community

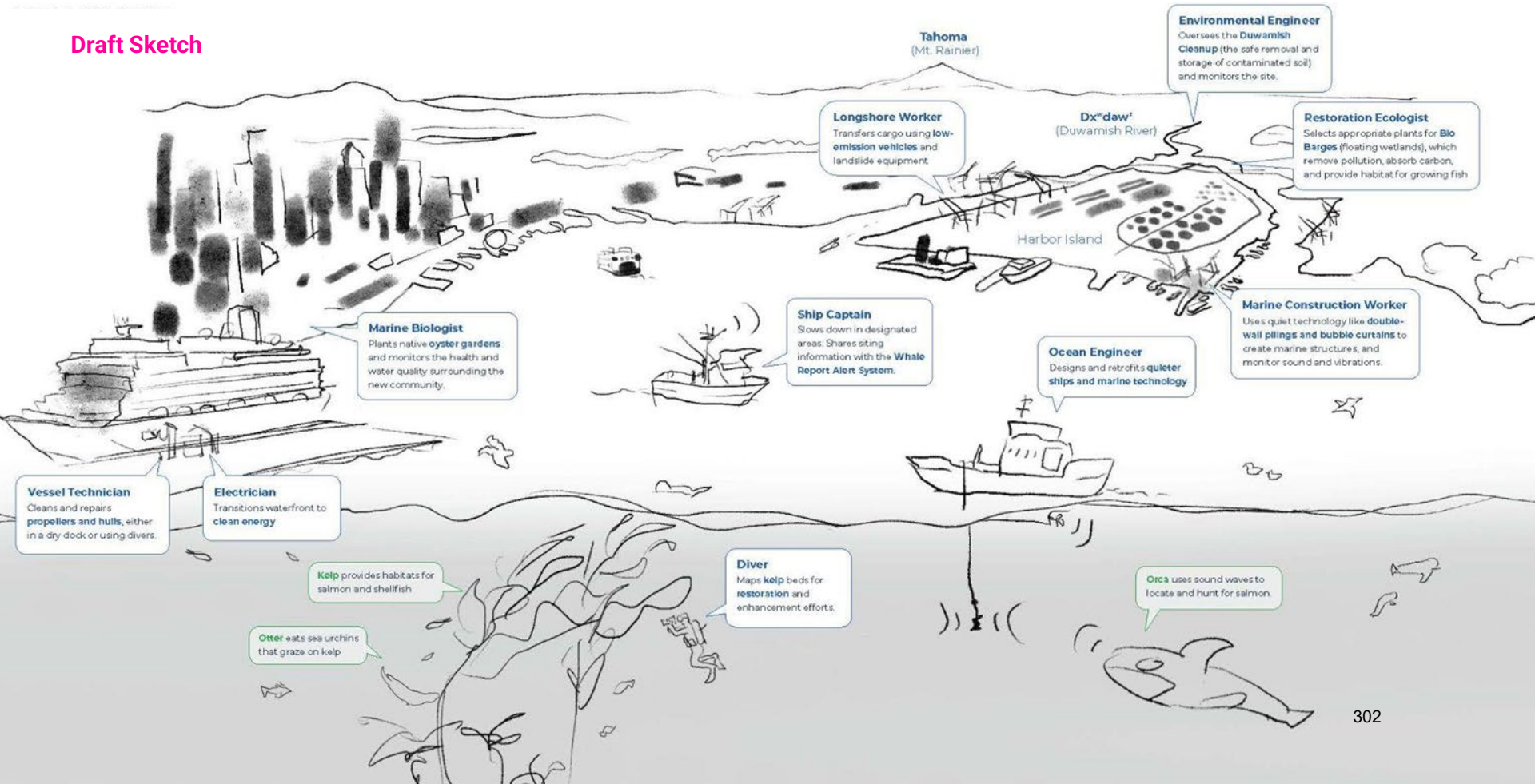
## Port Soundwalk Zone 5: Port of Seattle

Balancing  
Conservation & Commerce  
for a Thriving Ocean  
Community.



# Working Blue Port: Balancing Conservation & Commerce

## Draft Sketch

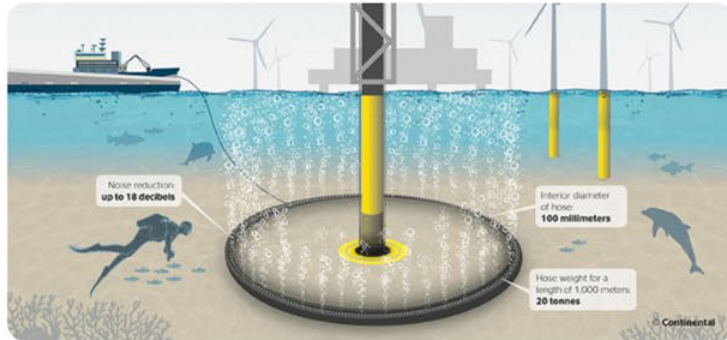


# Working Blue Port: Community of Care

Example with a diagram

## Marine Construction Worker

Uses quiet technology like **double-wall pilings and bubble curtains** to create marine structures, and monitor sound and vibrations.



## Ecologist

Selects appropriate plants for **Bio Barges** (floating wetlands), which remove pollution, absorb carbon, and provide habitat for growing fish.



# Working Blue Port: Community of Care

Example with a detail photo

## Marine Biologist

Plants native **oyster gardens** and monitors the health and water quality surrounding the new community.



## Vessel Technician

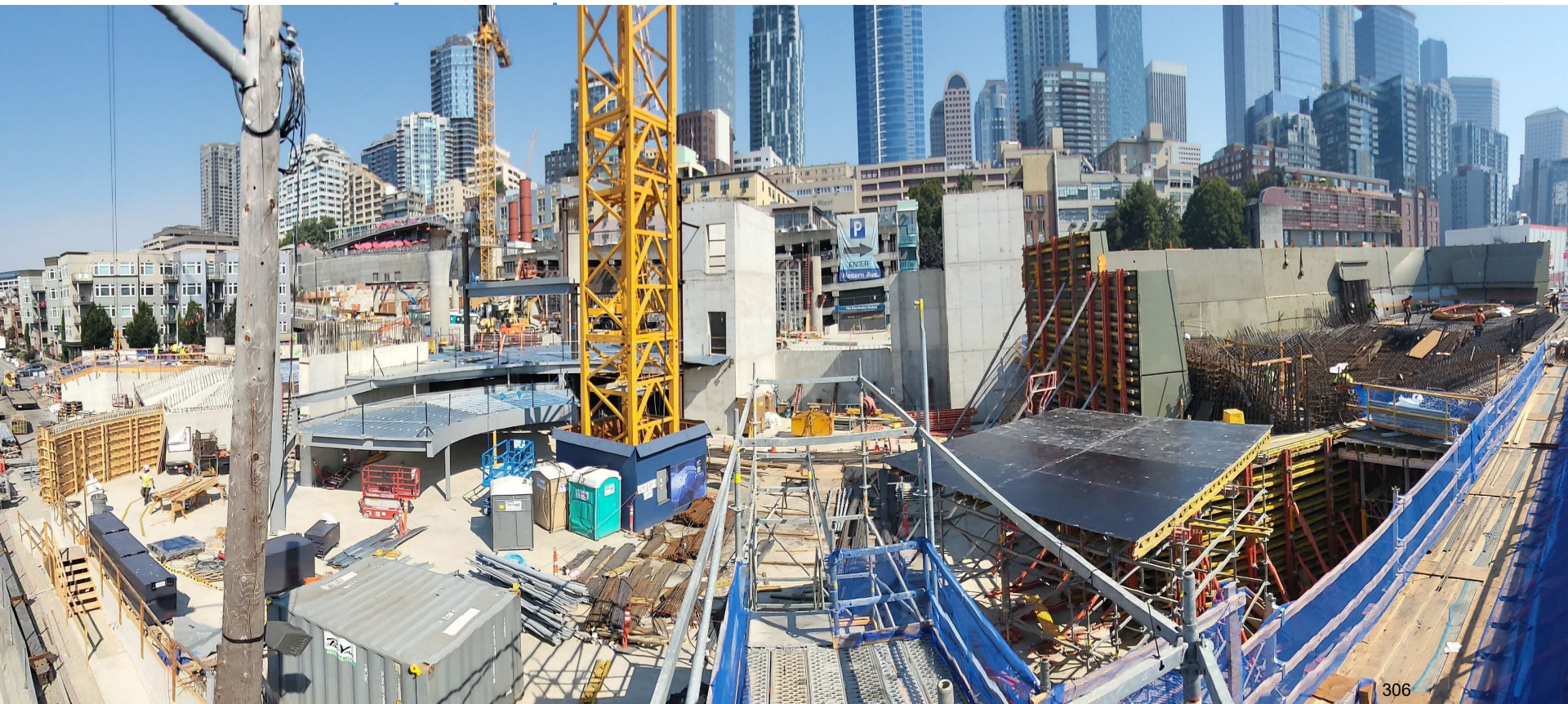
Cleans and repairs **propellers and hulls**, either in a dry dock or using divers.





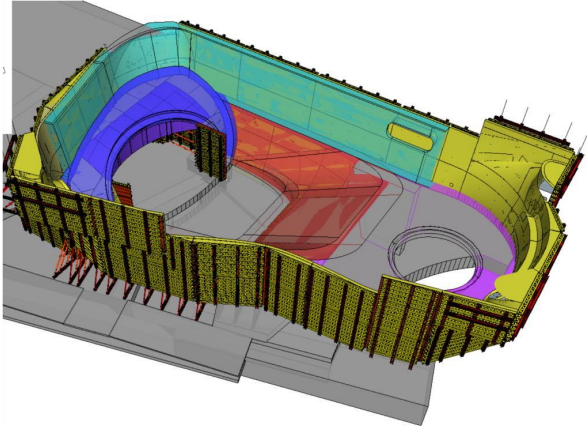
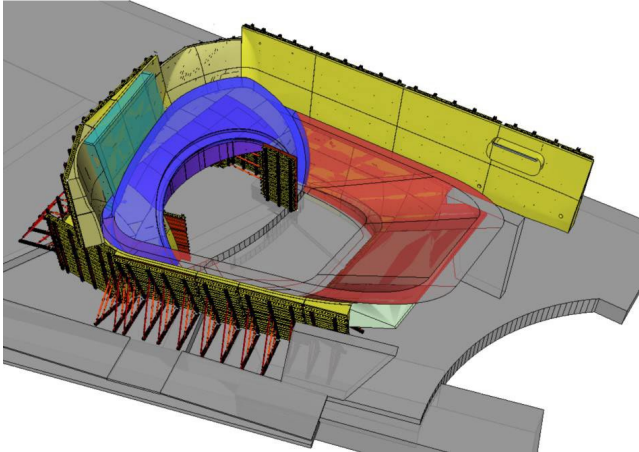
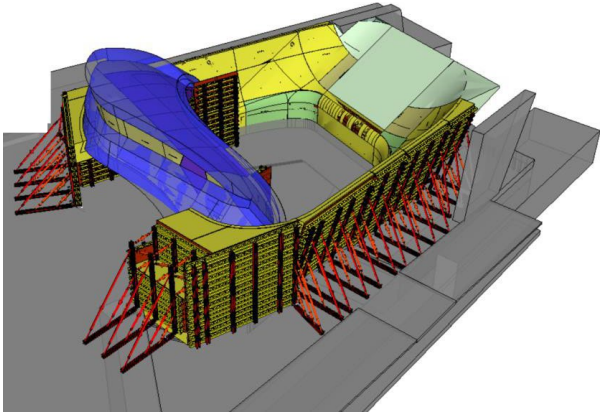
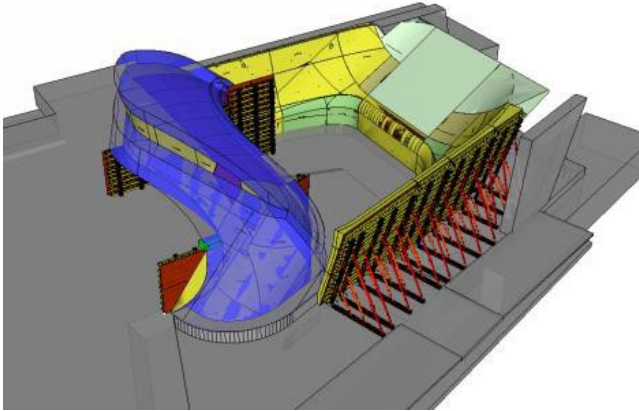
# Construction update & timeline





Looking east from over roadway protection structure

# OP Phase 3 – The Reef Sequence

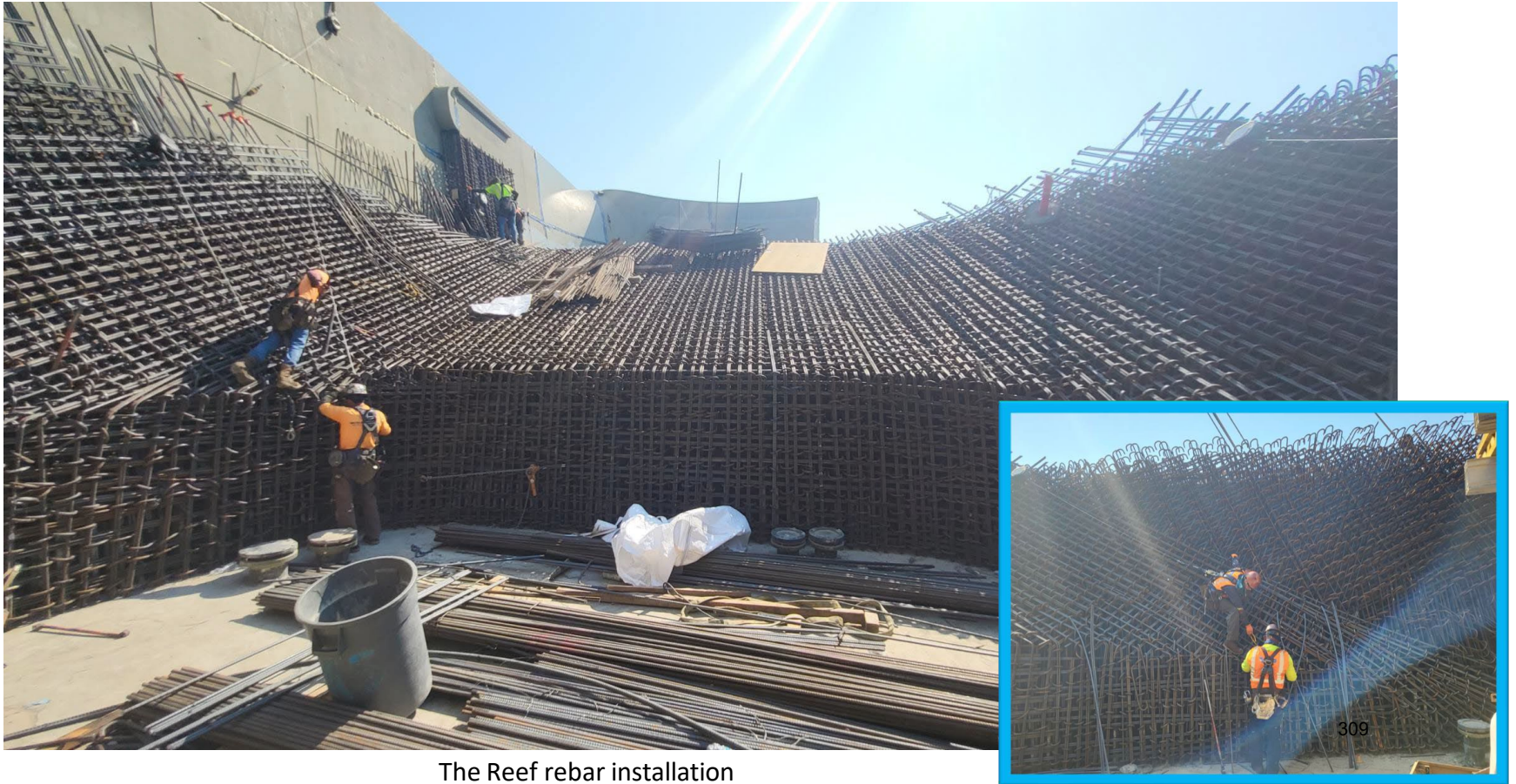


# The Reef – Base



The Reef forming and rebar installation

# The Reef Base

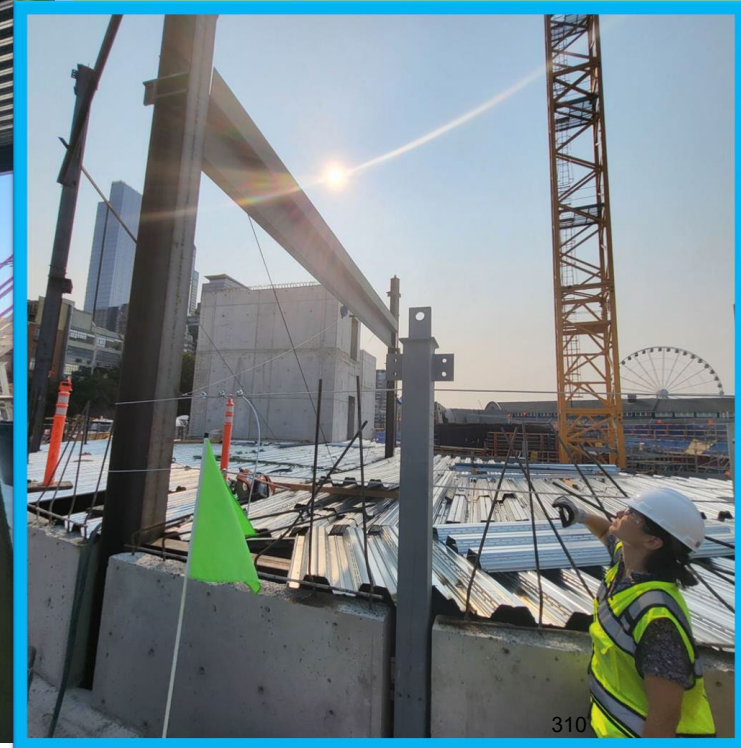


The Reef rebar installation

# Structural Steel Installation



Level 1 – Looking from back of house towards One Ocean Hall



Level 2 metal deck

Thank you!



RETURN TO AGENDA

**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 11b

**BRIEFING ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 9, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Dan Thomas, Chief Financial Officer  
Michael Tong, Director, Corporate Budget

**SUBJECT:** **2023 Central Services Preliminary Budget and Portwide Rollup Briefing**

**EXECUTIVE SUMMARY**

The purpose of this briefing is to discuss with the Commission the 2023 preliminary operating and capital budgets for Central Services, as well as to provide a Portwide budget rollup to the Commission. Staff would also like to seek the Commission's feedback on the preliminary budgets.

This is one of a series of budget briefings to the Commission starting from early June. Staff also plans to discuss the three operating division operating and capital budgets on October 11, 2022 and the Tax Levy and Draft Plan of Finance on October 25, 2022 prior to the formal Commission reviews and approvals of the 2023 budget in November.

**ATTACHMENTS TO THIS BRIEFING**

- (1) Presentation

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

- August 1, 2022 – Commission Budget Planning Retreat
- July 26, 2022 – 2023 Budget Development Briefing
- June 14, 2022 – Commission Budget Planning Retreat



Item No.: 11b supp  
Meeting Date: Sept. 27, 2022



# 2023 Central Services Commission Briefing

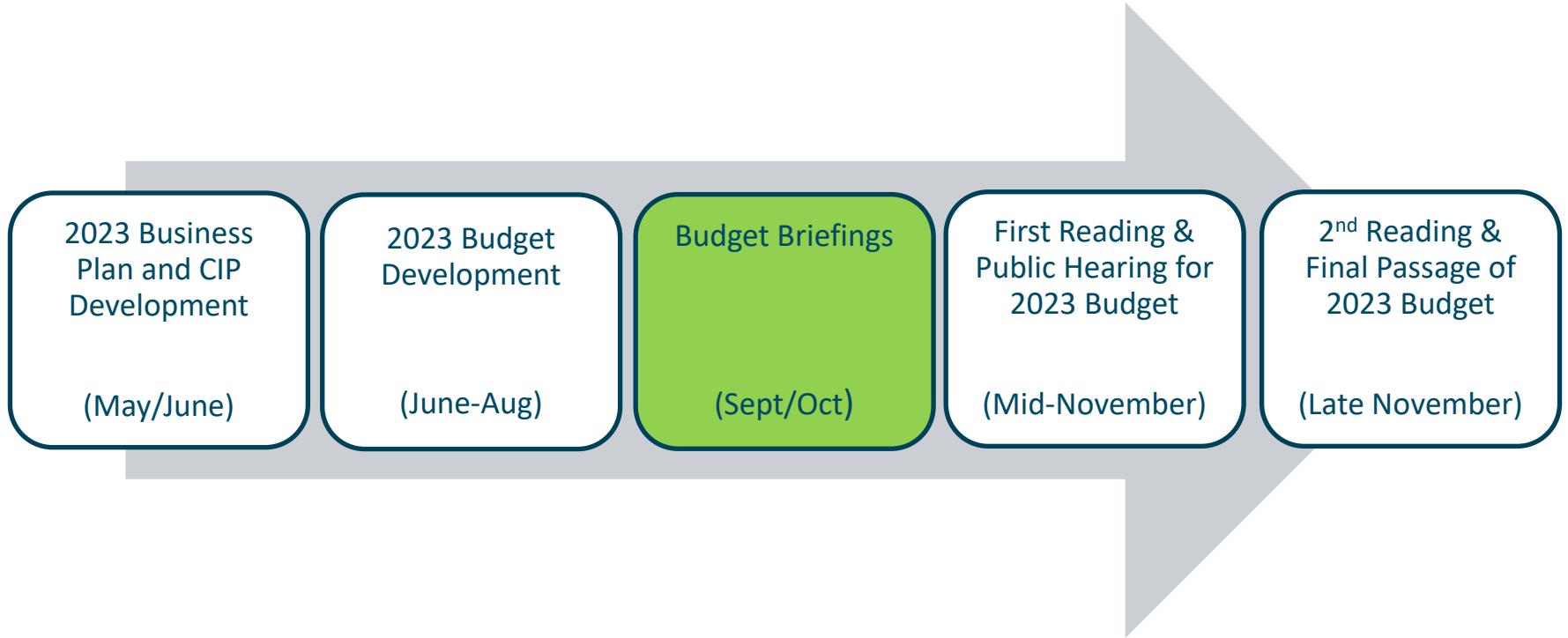
Date: September 27, 2022



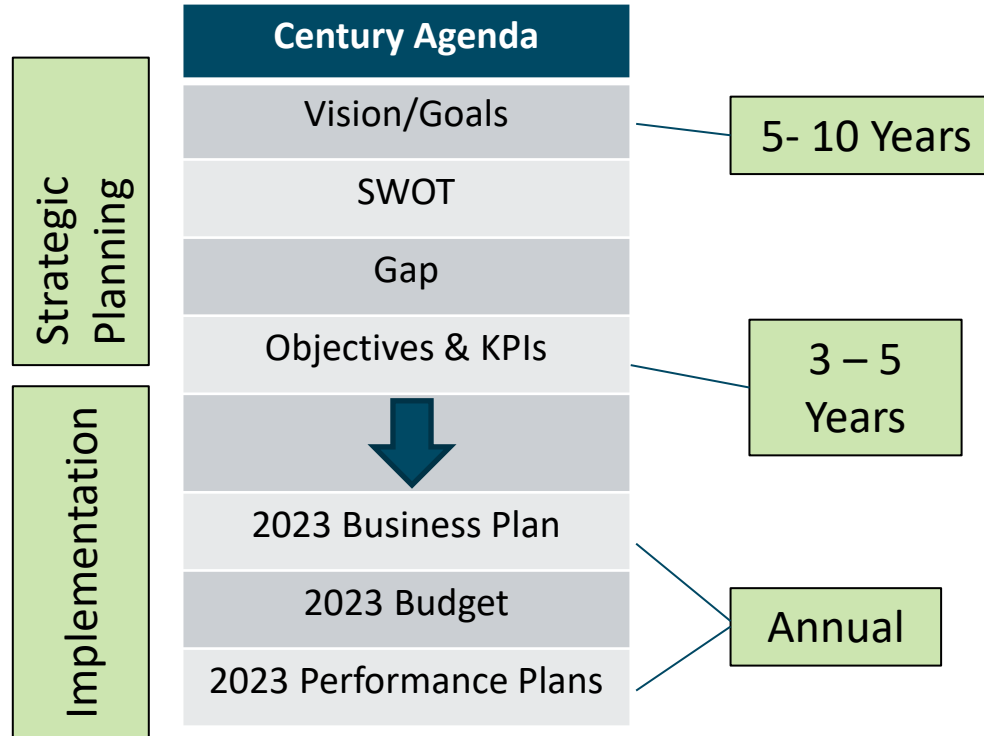
# Overview

- Budget Timeline
- Strategy to Budget Process
- Key 2023 Budget Drivers
- 2023 Preliminary Portwide Operating Budget
- 2023 Baseline Budget
- 2023 New Budget Requests
- 2023 Proposed Operating Budget
- 2023 Proposed FTEs Summary
- 2023 Community Programs Summary
- 5-Year CIP
- Equity in Budgeting
- Remaining 2023 Budget Schedule

# 2023 Budget Timeline



# Strategy to Budget Process



# Century Agenda Drives Port Priorities and Budgets



- ★ Position the Puget Sound Region as a Premier International Logistics Hub
- ★ Advance this Region as a Leading Tourism Destination and Business Gateway
- ★ Responsibly Invest in the Economic Growth of the Region and all its Communities
- ★ Be the Greenest and Most Energy Efficient Port in North America
- ★ Become a Model for Equity, Diversity and Inclusion
- ★ Be a Highly Effective Public Agency

# Key 2023 Budget Drivers/Considerations

- Economic and pandemic uncertainties
- Strong business recovery
- Investment in workforce
- Balancing expenses with projected revenues
- General and construction cost inflation
- Investment in Environmental Sustainability, Workforce Development & Community Programs
- Ability to fill vacant/new FTEs
- Incorporating resiliency initiatives

# 2023 Portwide Budget Summary

- Strong growth in Operating Revenues
  - Operating Revenues up \$192.7M or 25.1% from 2022 budget
  - Excluding Aeronautical Revenues, which are based on cost recovery, other Portwide operating revenues up \$82.9M or 22.3%
  - Strong growth in Airport Parking, Ground Transportation, Dining and Retail, and Maritime Cruise revenues
  - NWSA revenues not available yet
- Operating Expenses up \$74.0M or 14.8% from 2022 budget
- Net Operating Income before Depreciation up \$118.7M or 44.3% from 2022 budget

# 2023 Portwide Budget Summary

	2020	2021	2022	2023	Inc/(Dec) from 2022	
	Actual	Actual	Budget	Proposed Budget	Approved Budget	
<b>Operating Revenues (Sub)</b>					\$ Change	% Change
Aeronautical	297,909	317,513	394,963	504,817	109,854	27.8%
Non-Aeronautical Rev	116,473	183,819	240,820	302,603	61,783	25.7%
Aviation	414,382	501,332	635,783	807,420	171,638	27.0%
Maritime	42,111	48,331	59,137	76,262	17,125	29.0%
EDD	9,470	9,294	18,769	22,201	3,432	18.3%
Joint Venture	37,563	54,842	47,899	48,144	245	0.5%
Stormwater Utility	4,593	4,821	5,079	5,392	313	6.2%
Central Services	2,709	3,401	186	155	-31	-16.8%
<b>Portwide Total</b>	<b>510,828</b>	<b>622,020</b>	<b>766,854</b>	<b>959,575</b>	<b>192,721</b>	<b>25.1%</b>
<b>Operating Expenses (Sub)</b>						
Aviation	343,787	341,679	397,622	460,377	62,754	15.8%
Maritime	52,357	47,784	57,865	66,042	8,177	14.1%
EDD	21,382	20,560	28,301	30,128	1,826	6.5%
Joint Venture	1,268	2,390	1,727	2,138	411	23.8%
Stormwater Utility	2,961	3,105	4,577	4,625	49	1.1%
Central Services	4,149	6,854	9,053	9,839	786	8.7%
<b>Total (w/o Pension Credit)</b>	<b>425,904</b>	<b>422,372</b>	<b>499,146</b>	<b>573,149</b>	<b>74,003</b>	<b>14.8%</b>
<b>Net Operating Income (w/o Pension Credit)</b>	<b>84,923</b>	<b>199,648</b>	<b>267,708</b>	<b>386,426</b>	<b>118,718</b>	<b>44.3%</b>
<b>DRS Pension Credit</b>	<b>(17,223)</b>	<b>(57,716)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>Net Operating Income (with Pension Credit)</b>	<b>102,147</b>	<b>257,364</b>	<b>267,708</b>	<b>386,426</b>	<b>118,718</b>	<b>44.3%</b>



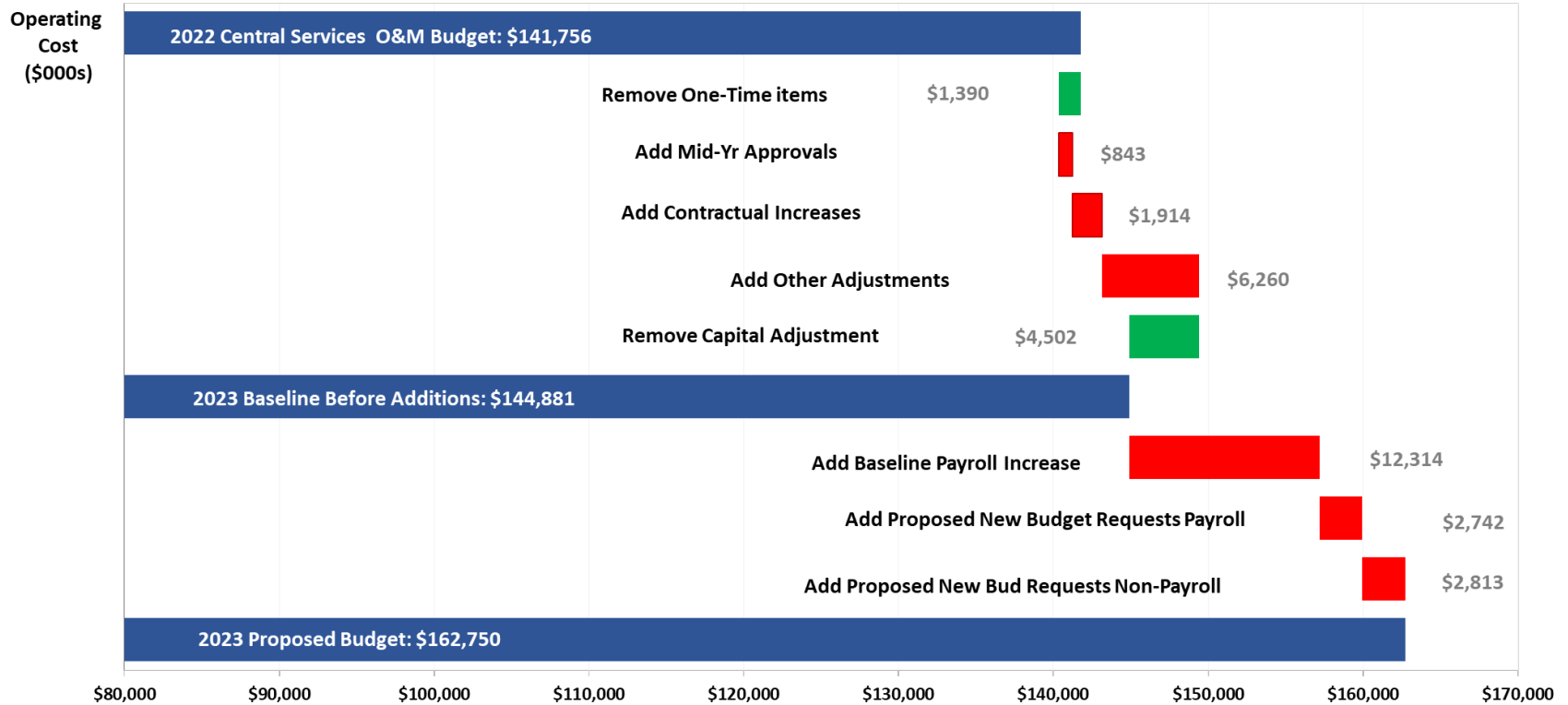
# Central Services Preliminary 2023 Budget

- Central Services provides a number of essential services to the three operating divisions of the Port and to the Northwest Seaport Alliance (NWSA) per service agreements.
- Central Services departments are vital to the success of the operating divisions and the NWSA and benefit the public in general.
- Central Services include 20 departments, such as Accounting, Human Resources, External Relations, Legal, Police, Engineering, Port Construction Services, etc.
- Central Services expenses are allocated to the operating divisions and the NWSA, or in some cases funded by the Tax Levy

# Baseline Budget Development

- Start with 2022 Approved Budget
- Remove 2022 One-Time Items
- Adjust for 2022 mid-year approvals
- Adjust for known contractual and other increases
- Add payroll increase assumptions

# Central Services Operating Expense Budget Changes



# Baseline Budget Increase Drivers

- Investment in Workforce
  - 6.0% COLA and 3.0% Average Pay for Performance Increase
  - Invest in Employee development by fully restoring Travel & Other Employee Budget to pre-Covid levels
- Other payroll increases:
  - Annualized payroll for 2022 new FTEs
  - Annualized payroll for 14.0 mid-year approved new FTEs
- Contractual increases:
  - Property Insurance
  - ICT's Software License & Maintenance Agreement
  - Other Contractual Increases (Sea-Tac Court, STOC lease, etc.)

# 2023 Baseline Budget Summary

Description (in \$000s)	Amount	%	Notes
<b>2022 Approved Budget for Central Services</b>	<b>141,756</b>		2022 Approved Budget for Central Services
<b>Minus: 2022 One-Time Items</b>	<b>(1,390)</b>	-1.0%	Exclude the one-time items
<b>Add: Mid-Year Approvals</b>	<b>843</b>	0.6%	Include 2022 mid-year approvals
<b>Add: Contractual Increase</b>	<b>1,914</b>	1.4%	Include 2023 planned contractual increases
<b>Add: Other Adjustments</b>	<b>6,260</b>	4.4%	Include other budget adjustments
<b>Adjusted 2022 Baseline Budget</b>	<b>149,383</b>	5.4%	Increase from 2022 approved budget
Mid-Year Approvals	843	0.6%	Include payroll & non-payroll O&M
Mid-Year Approvals (Payroll)	(805)	-0.6%	Exclude payroll for mid-year approved new FTEs
Contractual Increase	1,914	1.4%	
Other Adjustments	6,260	4.4%	Include charge to capital
Other Adjustments (Charged to Capital)	(4,502)	-3.2%	Exclude the estimated amount to capital
<b>Non-Payroll Increase</b>	<b>3,710</b>	<b>2.6%</b>	
<b>Payroll Increase</b>	<b>12,435</b>	<b>8.8%</b>	
<b>2023 Baseline Budget</b>	<b>157,902</b>	<b>11.4%</b>	As a percentage of the 2022 approved budget

# 2023 New Budget Requests Summary

<b>Description</b>	<b>Requested</b>	<b>Approved</b>
Total # of Requests	83	49
Total Amount (incl. Charge to Capital)	\$11,240K	\$6,282K
Total O&M Amount	\$10,301K	\$5,555K
Payroll	\$5,329K	\$2,742K
Non-Payroll	\$4,972K	\$2,813K
No. of New FTEs	50.1	28.1
No. of Unfrozen FTEs	3.0	2.0

# 2023 Key Initiatives/Budget Drivers

Category	Purpose/Outcome	2023 Requests
<b>Implement and support Century Agenda Goals</b>	Port's partnership with the Seattle Aquarium	1,000,000
	New staff to support the alignment of Port investments in workforce development	239,797
	New staff to assist with clean energy technology research, development and deployment	144,094
	New staff to assist in addressing equity and environmental justice in Port operations	138,423
	Community outreach and training program for potential Bus Drivers and Taxi Drivers at SEA	100,000
	Duwamish Valley Port Community Action Team (PCAT) and the Port's green jobs	100,000
	<b>Subtotal</b>	<b>1,722,314</b>
<b>Safety &amp; Security</b>	Police funding for recruitment, Equity, Diversity & Inclusion (EDI) training, smart parking enforcement platform, K9 Vet Insurance, and South Correctional Entity (SCORE) partnership	845,283
	Cyber Defense Strategy and Technology Infrastructure Resiliency	258,000
	Resources to address resiliency issues for the Seattle Waterfront	60,000
	<b>Subtotal</b>	<b>1,163,283</b>

# 2023 Key Initiatives/Budget Drivers

Category	Purpose/Outcome	2023 Requests
Advance work on regional economic priorities and enhance engagement with surrounding communities	Resources to enhance the Port's engagement on tribal affairs	163,619
	Regional Transportation Advisory Services to address changes for decarbonization, equity and safety of the surface transportation system	100,000
	Industry coordination and engagement to support existing and new maritime operations at Port of Seattle properties	100,000
	Facilitation services to strengthen engagement with impacted communities	80,000
	Support public engagement of Fishermen's Terminal and other Seaport major capital projects	70,000
	<b>Subtotal</b>	<b>513,619</b>
Organizational Needs and Division Priorities	New FTEs to support hiring needs and address equity, organizational capacity, and necessary support for capital program	1,784,678
	New positions in Engineering and PCS to support capital programs	271,245
	Research State and Federal grants to potentially supplement existing funding for both programs and capital investments	50,000
	Funding for Insurance Certificate Tracking Platform for agreements and leases	50,000
	<b>Subtotal</b>	<b>2,155,923</b>
<b>Grand Total</b>		<b>5,555,139</b>



# Tax Levy Funding

Dept	New Approved Items funded by Tax Levy	Amount
Executive	Seattle Aquarium Partnership	1,000,000
Office of Equity, Diversity, & Inclusion	Senior Environmental Justice Program Manager	138,423
	Senior Manager Workforce Development Strategies	138,423
	WFD Contract Admin	101,373
	NEW SEA Bus Drivers Program	50,000
	SEA Taxi Drivers Retraining	50,000
Extenal Relations	Duwamish Valley Community Equity Program	100,000
<b>Grand Total</b>		<b>1,578,220</b>

Dept	Conversion of Existing Baseline Items to Tax Levy	Amount
Workforce Development *	Dept initiatives except for portion of Airport Employment Center benefitting the Airport	686,386
Human Resources	High School Intern program (excluding some staff costs)	252,375
<b>Grand Total</b>		<b>938,761</b>

\*These represent new baseline items to be funded by the levy. Excludes added one-time Maritime High School.

# Central Services Preliminary Budget Highlights

- Total operating expense is \$162.8M, \$21.0M or 14.8% higher compared to the 2022 Budget
  - Total Payroll budget increased by \$14.5M or 13.2% due to:
    - 6% COLA and 3% average Pay for Performance increases
    - 14.0 mid-year approvals
    - 28.1 new and 2.0 unfrozen FTEs
  - Non-payroll increased by \$6.5M or 20.2% mainly due to:
    - Higher on-site consultant costs, Insurance Expense, Worker's Comp, and Travel and other employee expenses
    - Seattle Aquarium Partnership and increased funding for Community Programs

# 2023 Preliminary Budget Summary

(in \$000's)	2020 Actual	2021 Actual	2022 Budget	2023 Proposed Budget	Inc/(Dec) from 2022 Approved Budget \$ Change % Change	
<b>Total Payroll Costs (w/o Pension Credit, with Capital)</b>	117,380	116,320	130,102	147,387	17,285	13.3%
<b>Total Non-Payroll Costs (with Capital)</b>	41,609	39,337	46,852	57,156	10,304	22.0%
<b>Total Costs (with Capital)</b>	<b>158,989</b>	<b>155,657</b>	<b>176,954</b>	<b>204,543</b>	<b>27,589</b>	<b>15.6%</b>
Sal/Wage-Cap/Govt/Envrs Proj	(17,325)	(16,737)	(20,532)	(23,338)	2,807	-13.7%
Cap/Govt/Envrs Projects OH	(6,628)	(6,366)	(7,818)	(7,515)	(303)	3.9%
OnsiteConsult-Cap/Gov/Env Proj	(9,215)	(6,809)	(6,848)	(10,939)	4,092	-59.7%
<b>Total Charges to Capital</b>	<b>(33,167)</b>	<b>(29,912)</b>	<b>(35,198)</b>	<b>(41,793)</b>	<b>6,595</b>	<b>-18.7%</b>
<b>Total Payroll Expenses (w/o Pension Credit)</b>	100,056	99,583	109,570	124,048	14,478	13.2%
<b>Non-Payroll O&amp;M Expense</b>	26,008	25,938	32,186	38,702	6,515	20.2%
<b>Total O&amp;M Expenses (w/o Pension Credit)</b>	<b>126,063</b>	<b>125,521</b>	<b>141,756</b>	<b>162,750</b>	<b>20,993</b>	<b>14.8%</b>
<b>DRS Pension Credit</b>	(8,588)	(29,768)	-	-	-	0.0%
<b>Total O&amp;M Expenses (with Pension Credit)</b>	<b>117,476</b>	<b>95,753</b>	<b>141,756</b>	<b>162,750</b>	<b>20,993</b>	<b>14.8%</b>

# 2023 Central Services Proposed FTEs Summary

Description	FTEs	Notes
<b>2022 Approved Budget</b>	<b>885.8</b>	
Changes in 2022:		
Mid-Year Approvals	14.0	HR (2), Env & Sus (1), Police (1), PCS (10-1Non-rep, 9rep)
Eliminated	0.0	
Transfer	0.0	
<b>2022 Baseline</b>	<b>899.8</b>	
2023 Budget Changes:		
Transfer	0.0	
Eliminated	-10.1	HR (2.1), Police (1), Frozen Positions (7.0)
New FTEs Approved	28.1	
<b>Net Change</b>	<b>18.0</b>	
<b>2023 Proposed FTEs</b>	<b>917.8</b>	

# 2023 Community Programs

Program (in \$000)	2021 Budget	2022 Budget	2023 Proposed Budget	Inc/(Dec) from 2022		2023 Budget Funded by the levy	2023 Budget Funded by the levy
				Approved Budget \$ Change	% Change		
1) Energy & Sustainability Fund	373	160	120	(40)	(33%)	120	100%
2) Airport Community Ecology (ACE) Fund	212	135	40	(95)	(238%)	40	100%
3) South King County Community Impact Fund (SKCCIF)	2,000	2,195	2,214	19	1%	2,214	100%
4) Duwamish Valley Community Equity Program	275	387	462	75	16%	462	100%
5) EDD Partnership Grants	910	1,200	850	(350)	(41%)	850	100%
6) Tourism Marketing Support Program	2,481	1,750	1,830	80	4%	282	15%
7) Airport Spotlight Ad Program	382	466	466	-	-	466	100%
8) City of SeaTac Community Relief	1,400	1,400	1,400	-	-	1,400	100%
9) Maritime Blue (formerly Maritime Innovation Center)	150	150	150	-	-	150	100%
10) Workforce Development	2,682	4,390	5,186	796	15%	3,785	73%
a. Youth Career Launch Program (formerly OYI) <sup>1</sup>	-	1,000	1,000	-	-	1,000	100%
b. Airport Employment Center	926	1,096	1,517	421	28%	303	20%
11) High School Internship Program	500	496	457	(40)	(9%)	252	55%
12) Diversity in Contracting	1,510	1,836	2,299	463	20%	300	13%
a. Small Bus. Accelerator under SKCCIF <sup>2</sup>	180	250	250	-	-	250	100%
b. DBE/ACDBE/WMBE Training Consultants & Outreach	-	-	50	50	100%	50	100%
13) Equity, Diversity & Inclusion	1,062	1,366	1,717	352	20%	138	8%
14) Sustainable Aviation Fuels & Air Emissions Program	250	200	100	(100)	(100%)	100	100%
15) Low Carbon Fuel Standard Initiative	75	110	150	40	27%	-	-
16) Community Biz Connector (Regional Small Biz Partnerships)	-	150	350	200	57%	350	100%
17) Public Market Study	-	-	100	100	100%	100	100%
18) Seattle Aquarium Partnership	-	-	1,000	1,000	100%	1,000	100%
<b>Sub Total</b>	<b>14,081</b>	<b>16,142</b>	<b>18,641</b>	<b>2,499</b>	<b>13%</b>	<b>11,760</b>	<b>63%</b>
<b>Payroll charged to the Levy <sup>3</sup></b>	<b>-</b>	<b>483</b>	<b>433</b>	<b>(49)</b>	<b>(11%)</b>	<b>433</b>	<b>100%</b>
<b>Grand Total</b>	<b>14,081</b>	<b>16,625</b>	<b>19,074</b>	<b>2,449</b>	<b>13%</b>	<b>12,193</b>	<b>64%</b>

**Notes:**

1 \$2.0M budget for Youth Career Launch Prgm (OYI) was added in May 2021 (not shown on the table). Youth Career Launch Prgm budget rolls up to Workforce Development total (item 10).

2 \$250K Small Business Accelerator under Diversity In Contracting (DIC) is included in DIC total (Item 12) and SKCCIF (item 3).

3 2023 Payroll only for CPO (4.0 FTEs). Other payroll from HS Interns (11.5 FTEs), WFD (5.0 FTEs), & EDI (1.0 FTE) are included in the individual items above.

# Uncertainties/Budget Risks

- Economic uncertainty
- Future inflation
- Potential Inflation Reduction Act Grant Revenues
- Equity Pay adjustments
- Ability to execute on a growing number of programs and initiatives
- Ability to hire large number of new staff in addition to normal turnover—5% vacancy rate assumed in budget

# Equity in Budgeting

September 27, 2022

# Summary of Equity in Budgeting Responses

1. Describe how you have applied equity, diversity, and inclusion principles in planning your 2023 strategies, objectives and initiatives.
  - Continuing to look for opportunities for WMBE/DBE contracting and eliminate disparity of access to opportunity.
  - Actively applying an equity lens when hiring, foster staff engagement in EDI-related development and training.
  - Advancing regional workforce development in port-related industries to provide equitable access to quality careers.
  - Allowing time for staff participation in EDI moments in department/team meetings.
  - Asking for staff's input on EDI and other training and development opportunities.
  - Emphasis on access to Port information through language and platform accessibility.



# Summary of Equity in Budgeting Responses

2. Are there specific areas or programs your department has added to or redirected funding from existing baseline budget that would advance equity considerations? If yes, describe the specific area(s) and how much funding was redirected.
  - Multi-Cultural Community Capacity Building to support SKCF Environmental and Economic Recovery Grants.
  - New SKCCIF community capacity building contract with WMBE firm.
  - Increasing support for Environmental Engagement and Duwamish Valley Community Equity Program.
  - Increasing equitable engagement and supporting customer experience.
  - Supporting the Port's growing engagement with tribal governments and indigenous communities through a workshop and facilitated training for Commissioners and staff.
  - Supporting business division initiatives with communications and outreach for SAMP, Cruise, OEDI on SKCCIF economic recovery grants, etc.

# Summary of Equity in Budgeting Responses

3. What steps have you taken to ensure that your 2023 strategies, objectives and initiatives do not cause disproportionate harm to any groups in our community, or perpetuate existing inequities?
  - Many of the Community Programs supported by Central Services are addressing equity issues.
  - Strengthening relationships and partnerships with community liaisons in near-port communities to foster direct input from impacted stakeholders (SKCCIF, DVCEP, StART).
  - Making communications available and accessible by lowering technology barriers to entry and designing materials for mobile platforms.
  - Making Port programs and opportunities more inclusive.
  - Taking meaningful steps to eliminate inequities and advance a culture of belonging and inclusion.
  - Lowering barriers that keep disadvantaged communities from attaining skills that will place them in quality port or port-related jobs.

# Summary of Equity in Budgeting Responses

4. What has your engagement with the staff in your team told you about the factors that advance equity in your 2023 strategies, objectives and initiatives?
- Equitable Engagement practices require relationship building, involvement of those most impacted in pre-planning, and additional time to engage stakeholders in ways most meaningful to them.
  - Importance of full leadership engagement and leading by example.
  - Staff have been directly involved in shaping the 2023 OEDI budget. The budget reflects the team's input and views on how OEDI can advance equity port-wide to the best of its ability.
  - Staff has also been vigilant about using the 2021 Equity Assessment, Women of Color Assessment, and overlapping work with other departments (such as Human Resources and External Relations) to guide and inform our 2023 budget.

# Summary of Equity in Budgeting Responses

5. For departments interfacing with the community, describe how you have engaged with the overburdened communities and vulnerable populations in your planning process.
  - Managing interactions with overburdened and vulnerable communities on an on-going basis for a number of Community Programs, such as Duwamish Valley, SKCCIF, High School Interns, WFD, etc.
  - Prioritizing community input into Port engagement approach by addressing bureaucratic barriers and undue contracting burdens on community-based organizations.
  - Creating and implementing workforce development programs and investments based on two main principles:
    - (1) Support in-demand jobs in port sectors.
    - (2) Ensure that women and BIPOC communities are fully represented in the outcomes of our programs.

# Central Services CIP

September 27, 2022

# Central Services Capital Projects Summary

<b>Five Year Capital Plan (\$000's) *</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2023-2027 Total</b>
Commission Authorized Projects	1,598	1,000	-	-	-	2,598
Projects Pending Authorization	9,558	10,410	6,293	2,500	2,500	31,261
Small Capital	6,411	5,095	4,858	4,716	4,953	26,033
CIP Cashflow Management Reserve	(5,600)	(2,700)	300	4,000	4,000	-
<b>Total</b>	<b>11,967</b>	<b>13,805</b>	<b>11,451</b>	<b>11,216</b>	<b>11,453</b>	<b>59,892</b>

\* Excludes ICT projects budgeted within operating divisions as well as ICT portions of PMG led projects.

# Commission Authorized Projects

<b>Five Year Capital Plan (\$000's)</b>	<b>*</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2023-2027 Total</b>
<b>Commission Authorized Projects</b>							
Office Wi-Fi Refresh	U	1,077	1,000	-	-	-	2,077
Energy Management System	N	340	-	-	-	-	340
Phone System Upgrade	U	120	-	-	-	-	120
New Budget System	U	61	-	-	-	-	61
<b>Total</b>		<b>1,598</b>	<b>1,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,598</b>

\* N = New System or Function U = System Upgrades or Replacements

# Projects Pending Authorization

Five Year Capital Plan (\$000's)	*	2023	2024	2025	2026	2027	2023-2027 Total
<b>Projects Pending Authorization</b>							
IT Renewal/Replacement	U	-	-	2,500	2,500	2,500	7,500
Enterprise Network Refresh	U	2,004	2,000	1,500			5,504
ID Badge System Upgrade	U	1,000	2,000	1,993			4,993
Public Safety Dispatch System	U	2,004	1,900				3,904
Enterprise Firewall Refresh	U	640	1,360				2,000
Physical Access Control System Refresh	U	600	1,100	300			2,000
Microwave Radio Tower Loop	U	1,000	960				1,960
Fleet Management Software	N	400	450				850
Storage Area Network Refresh	U	750	-				750
Specification Document Management Software	N	210	390				600
Fire Alarm Monitoring System	N	250	250				500
Contract Management System Replacement	U	400					400
Conference Room Communications	U	300					300
<b>Total</b>		<b>9,558</b>	<b>10,410</b>	<b>6,293</b>	<b>2,500</b>	<b>2,500</b>	<b>31,261</b>



# Small Capital Projects

<b>Five Year Capital Plan (\$000's)</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2023-2027 Total</b>
<b>Small Capital</b>						
Technology Infrastructure	1,500	1,500	1,500	1,500	1,500	7,500
Technology Business Applications	1,500	1,500	1,500	1,500	1,500	7,500
Engineering/PCS Fleet Replacement	1,600	970	450	550	565	4,135
Corporate Fleet Replacement	1,274	725	748	766	748	4,261
Enterprise GIS Small Capital	250	250	250	250	250	1,250
Engineering Small Capital	187	50	310	50	190	787
Corporate Small Capital	100	100	100	100	200	600
<b>Total - Small Capital</b>	<b>6,411</b>	<b>5,095</b>	<b>4,858</b>	<b>4,716</b>	<b>4,953</b>	<b>26,033</b>
<b>CIP Cashflow Management Reserve</b>						
CIP Reserve - Central Services	(5,600)	(2,700)	300	4,000	4,000	-

# Remaining 2023 Budget Schedule

- Operating division budgets briefing (10/11)
- 2023 Preliminary Budget Document Available to the Commission (10/18)
- 2023 Preliminary Budget Document Available to the Public (10/20)
- 2023 Tax Levy & Draft Plan of Finance Commission Briefing (10/25)
- Introduction and Public Hearing of the 2023 Budget (11/8)
- Commission Approval of the 2023 ILA between POS and the NWSA (11/8)
- NWSA Budget Adoption by Managing Members (11/8)
- Adoption of the 2023 Budget (11/29)
- Filing of 2023 Statutory Budget with King County Council & Assessor (12/1)
- Release of 2023 Budget to the Public (12/15)

# Appendix

# Port-wide SWOT Summary

## Strengths

### Port has an adaptable knowledgeable workforce

- Knowledgeable, highly-trained, specialized staff

### Our diverse portfolio of assets and essential businesses

- SEA hub airlines are recovering well post-COVID; diverse valuable facilities

### Relationships, Reputation & Community Support

- Positive reputation, partnerships, relationships

### Adaptability

- Internal processes adapted quickly and effectively to pandemic

## Opportunities

### Innovation and technological advancements

- Digital transformation could improve productivity

### Growth and Revenue Opportunities

- Diversify revenue streams, capitalize on pentup travel

### Multiple contracts and agreements will be renegotiated

- Renegotiated leases and CBAs in 2023 may address staffing challenges, wages, equity and sustainability.

### Grant Funding

- Broad interest in taking advantage of federal COVID recovery and infrastructure grants

## Weaknesses

### Inefficient processes/Need to streamline

- Staffing shortages and shifting priorities divert resources

### Decreased/Uncertain Capital Capacity persists

- POS is experiencing fluctuating debt service coverage and cash balances likely exacerbated by inflation

### Training and development opportunities are lacking

- Training is needed to maintain productivity and capacity

### Staffing challenges

- Current operational demands are exceeding staff capacity
- Multiple vacancies, inability to hire is causing burnout

## Threats

### Great Resignation/Shifting workforce landscape

- Aging workforce, unexpected attrition, overburdened H.R. department and candidate expectations

### Financial uncertainty; Resource challenges and constraints

- Inflation; fluctuating cost and revenues, supply chain

### Increased regulation/ external policy changes

- Compliance with new and changing regulations on the federal, state and local levels is increasingly difficult

### Cyber Security threats persist and must be a priority

- Cyber attacks are increasing; the port is still vulnerable

# 2023 Budget Guiding Principles

- Maintain continued vigilance on the **health and safety** of employees, customers and the public as pandemic uncertainties continue
- Ensure the **efficient operation** of Port business gateways with the potential for nearly full recovery in Port business volumes
- Support regional **equitable economic recovery** through advancing the Port's capital improvement plan and continued investment in community programs
- Continue to **invest in employee** recruitment, retention and development

# 2023 New Budget Request by Dept

<u>Approved New Budget Requests (in \$000s)</u>	<u>Request Amount</u>	<u>O&amp;M Amount</u>
Commission Office	151	143
Executive Office	1,600	1,000
Legal	458	88
Risk	55	50
External Relations	1,227	761
OEDI	673	478
BI	179	-
HR	1,814	993
ICT	418	270
Info Sec	266	100
AFR	185	145
Internal Audit	122	116
F&B	47	-
OSI	484	-
ENV Admin	592	204
CPO	237	90
<b>Core Central Services</b>	<b>8,507</b>	<b>4,439</b>
Police	1,182	845
ENG	434	140
PCS	179	131
<b>TOTAL</b>	<b>10,302</b>	<b>5,555</b>

# 2023 Budget Strategies

- Maintain expense growth in line with projected revenue growth
- Carefully evaluate the need for additional FTEs as current recruiting resources are stretched thin with a large backlog of new and replacement FTEs
- Incorporate expectations for continued high inflation into operating and capital plans
- Utilize realistic assumptions regarding the ability to execute our five-year CIP when estimating project completion dates and the timing of projected cash flows
- Continue to refine opportunities to incorporate an equity lens in developing and reviewing budgets and operational plans
- Strengthen the focus on sustainability and resiliency in spending and business plans

# Approved New Items Summary

- 49 new items added for a total of \$5.6M (O&M)
  - 30.1 New/Unfrozen FTEs: \$2.5M payroll and \$204K non-payroll expenses
  - \$1.0M Seattle Aquarium partnership
  - \$600K King County jail contract cost (Division Driven)
  - \$258K Technology Infrastructure Resiliency & Cyber Security Advisory Service
  - \$100K Duwamish Valley Community Equity Program
  - \$100K Regional Transportation Advisory Service \$100K Waterfront Strategy and Outreach (Division Driven)
  - \$100K Facilitation services for impacted community and Cruise Community Connection (Division Driven)
  - \$100K Fishermen’s Terminal Capital Programs outreach and State and Federal Grant Consultation (Division Driven)
  - \$100K SEA Bus Drivers Program and SEA Taxi Drivers Retraining (Division Driven)
  - \$91K Smart Parking Enforcement Platform (Division Driven)
  - \$90K Police Recruitment and hiring
  - \$64K Police EDI training and K9 vet insurance
  - \$60K Resiliency Support Services for Seattle Waterfront (Division Driven)
  - \$50K Insurance Certificate Tracking Platform



# Approved New FTEs Summary

- **Human Resources (6.0 FTEs):** Talent Acquisition Coordinators (2.0), Talent Acquisition Representative, Learning Management System Technology Analyst, Sr. Administrative Staff Assistant, Health & Safety Program Manager
- **Port-wide Internship Program (5.1 FTEs):** College Interns (5.1)
- **Engineering (5.0 FTEs):** Construction Mgr. - Airfield/Noise (1.0), Resident Engineer II–Baggage, Civil Engineering Technician, Utility Locating Technician, Construction Safety Manager I
- **Office of Equity, Diversity, & Inclusion (3.0 FTEs):** Sr. Environmental Justice Program Manager, Sr. Manager Workforce Development Strategies, Workforce Development Contract Administrator
- **PCS (2.0 FTEs):** Construction Manager I; and Administrative Assistant,
- **External Relations (2.0 FTEs: 1 New/1 unfrozen):** Sr. Administrative Assistant, Sr. Manager, Tribal Relations
- **Commission (1.0 FTE):** Strategic Aide
- **Legal (1.0 FTE):** Public Disclosure Specialist
- **Accounting & Financial Reporting (1.0 FTE):** Accounting Supervisor, Capital Services
- **Central Procurement Office (1.0 FTE):** Contract Administrator III
- **Environment & Sustainability (1.0 FTE):** Clean Energy Planner/Coordinator
- **Information & Communication Tech. (1.0 FTE):** Enterprise Resource Planning Administrator
- **Internal Audit (1.0 FTE: unfrozen):** Staff Auditor (Concession Audits)

# Central Services Preliminary Budget by Account

DESCRIPTION (in \$000's)	2020	2021	2022	2023	Inc/(Dec) from 2022		Notes
	Actual	Actual	Budget	Proposed Budget	\$ Change	% Change	
<b>TOTAL OPERATING REVENUE</b>	<b>2,505</b>	<b>(247)</b>	<b>186</b>	<b>155</b>	<b>(31)</b>	<b>(16.8%)</b>	
<b>OPERATING EXPENSE</b>							
Salaries & Benefits	71,672	71,603	79,169	90,244	11,075	14.0%	6% COLA and 3% PFP increase and new FTEs
Wages & Benefits	19,796	(1,787)	30,401	33,804	3,404	11.2%	COLA increase and new FTEs
Payroll to Cap/Govt/Envrs Proj	17,325	16,737	20,532	23,338	2,807	13.7%	
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>108,793</b>	<b>86,552</b>	<b>130,102</b>	<b>147,387</b>	<b>17,285</b>	<b>13.3%</b>	DRS pension credit: \$8.6M in 2020 and \$29.8M in 2021
Equipment Expense	2,219	1,627	3,159	2,804	(355)	(11.2%)	
Utilities	27	32	29	38	9	30.5%	
Supplies & Stock	888	812	1,037	973	(63)	(6.1%)	
Outside Services	30,687	29,301	33,029	40,813	7,784	23.6%	Contractual increase and more systems support
Travel & Other Employee Exps	1,437	1,038	2,767	3,422	655	23.7%	Restore to 2020 budget level
Promotional Expenses	456	222	617	765	149	24.1%	
Telecommunications	577	576	709	750	42	5.9%	
Property Rentals	1,124	1,055	1,293	1,353	59	4.6%	Increase rent in STOC lease
Worker's Compensation Expense	859	698	793	933	141	17.7%	Increase in Worker's Compensation
General Expenses	3,336	3,977	3,420	5,305	1,885	55.1%	Seattle Aquarium and increase in Property Insurance
Overhead Allocations	-	-	( )	( )		(81.5%)	
<b>TOTAL NON-PAYROLL EXPENSES</b>	<b>41,609</b>	<b>39,337</b>	<b>46,852</b>	<b>57,156</b>	<b>10,304</b>	<b>22.0%</b>	
<b>TOTAL COSTS BEFORE CAPITAL CHARGES</b>	<b>150,402</b>	<b>125,890</b>	<b>176,954</b>	<b>204,543</b>	<b>27,589</b>	<b>15.6%</b>	
Charges to Cap/Govt/Envrs Projects	(32,926)	(30,136)	(35,198)	(41,793)	(6,595)	18.7%	More charges to capital
<b>TOTAL OPERATING EXPENSE</b>	<b>117,476</b>	<b>95,753</b>	<b>141,756</b>	<b>162,750</b>	<b>20,993</b>	<b>14.8%</b>	

# Central Services Preliminary Budget by Dept

Departments (in \$000's)	2020	2021	2022	2023	Inc/(Dec) from 2022		Notes
	Actual	Actual	Budget	Proposed Budget	\$ Change	% Change	
O1100-Executive	2,263	2,051	2,738	3,678	941	34.4%	Seattle Aquarium Partnership
O1200-Commission Office	1,755	1,773	2,486	2,905	419	16.8%	
O1310-Legal	6,290	7,054	5,105	5,079	(26)	(0.5%)	Transferred Workplace Responsibility to HR
O1330-Risk Services	3,349	4,047	4,688	5,749	1,062	22.6%	Increase in property insurance
O1400-External Relations	7,481	6,827	10,874	12,333	1,459	13.4%	2.0 new FTEs and more support for operating divisions
O1460-Equity, Diversity and Inclusion	4,676	4,937	5,756	6,903	1,147	19.9%	3.0 new FTEs for 2023 and contractual increase
O1500-Business Intelligence	1,181	904	1,953	2,072	118	6.0%	
O1600-Engineering	4,959	1,626	7,428	9,498	2,070	27.9%	5.0 new FTEs and more projects support
O1700-Port Construction Services	4,138	3,321	4,906	6,980	2,074	42.3%	More FTEs and small projects
O1800-Human Resources	8,380	8,675	13,126	16,049	2,924	22.3%	6.0 new FTEs and 5.1 college/graduate interns for 2023
O1810-Labor Relations	1,286	1,110	1,444	1,600	156	10.8%	
O1900-Information & Comm. Technology	24,732	19,944	27,597	30,419	2,823	10.2%	More system support and contractual increase
O1980-Information Security	1,656	1,328	2,449	2,794	345	14.1%	
O2100-Finance & Budget	2,177	1,801	2,525	2,765	241	9.5%	
O2200-Accounting/Financial Reporting	8,165	6,967	9,418	10,344	925	9.8%	
O2280-Internal Audit	1,540	1,296	1,868	2,047	180	9.6%	
O2400-Offic of Strategic Initiatives	934	713	1,231	1,471	240	19.5%	
O2700-Environment & Sustainability	692	676	1,741	2,050	309	17.7%	
O2900-Corporate Contingencies	(190)	(123)	(5,000)	(6,579)	(1,579)	31.6%	Assume 5% of vacancy factor
O4300-Police Department	27,538	17,194	32,746	36,570	3,825	11.7%	Increase in payroll and jail costs
O9200-Central Procurement Office	4,280	3,633	6,678	8,021	1,342	20.1%	New FTEs and contractual increase
<b>TOTAL OPERATING EXPENSE</b>	<b>117,476</b>	<b>95,753</b>	<b>141,756</b>	<b>162,750</b>	<b>20,993</b>	<b>14.8%</b>	

# 2022 One-Time Items

Department	Description	2022
1100-Executive	Innovations Implementation Fund Pilot	50,000
	Rational Decision Analysis Modeling Consultant	20,000
	Seattle Aquarium Design Work	100,000
	Travel/Training	5,000
1200-Commission Office	Shore Wind Study	50,000
1310-Attorney Services	New FTE Non-payroll costs	1,900
1420-External Relations	Accessibility Updates to Website and Social Media	15,000
	Domestic Ports Sustainability Mission	30,000
	New FTE Non-payroll costs	2,000
	Tribal Government and Indigenous Community Consultation Workshop	7,500
1510-Business Intelligence	J.D. Power North American Airport Survey	52,000
	New FTE Non-payroll costs	3,300
1605-Engineering General Services	New FTE Non-payroll costs	57,600
1610-Design Services	Travel/Training	10,405
1700-Port Construction Services	New FTE Non-payroll costs	3,600
1850-Human Resources	New FTE Non-payroll costs	12,940
1854-Total Rewards	PeopleSoft Consulting Services	44,000
1910-Technology Delivery	P69 Surface Hubs	82,000
2100-Finance & Budget	New FTE Non-payroll costs	3,700
2210-AFR Core Services	New FTE Non-payroll costs	3,560
2280-Internal Audit	Capital Audit Expert Consultant (IAF)	100,000
	External Peer Review ALGA	15,000
	GCCM Independent Audit per RCW	180,000
	GCCM Independent Audit per RCW	(180,000)
2350-Workforce Development	Maritime High School	250,000
2710-Envr & Sustainability Admin	Kelp Restoration (Graduate Intern)	70,000
	New FTE Non-payroll costs	11,400
4300-Police Department	New FTE Non-payroll costs	239,520
	Implementation of 21CP Recommendations	150,000
<b>Grand Total</b>		<b>1,390,425</b>

# 2022 Mid-Year Approvals

Dept	Position Title	Salary/ Benefits	Non-Pay expenses	Total Cost	Charge to Capital	Total O&M
HR	LR Compensation Analyst	60,242	4,465	64,707	0	64,707
HR	HR Communication Specialist	51,135	4,465	55,600	0	55,600
Env & Sus	Executive Assistant	54,015	0	54,015	0	54,015
Police	Police Records Manager	80,000	10,000	90,000		90,000
PCS	Field Crew (representative)	1,141,080	\$6,720	1,147,800	660,800	487,000
PCS	Construction Coordinator	70,000	4,000	74,000	20,000	54,000
Legal	Office 365 Premium eDiscovery		37,500	37,500		37,500
	<b>Total</b>	<b>1,456,471</b>	<b>67,150</b>	<b>1,523,621</b>	<b>680,800</b>	<b>842,821</b>

# 2023 Contractual Increases Summary

Dept	Account	Amount	Description
Risk	64150-Personal Services	30,000	\$30K Increase in Broker's Fee
Risk	67100-Insurance Expense	646,359	\$646K increase in Liability & Property Insurance Premium
Risk	67100-Insurance Expense	226,000	Increase in RFC & NWSA Reimbursements
Risk	64740-Software Lics & Maint. Agreemt	23,079	\$23K increase in Origami Annual Licensing
WFD	64150-Personal Services	412,476	Port Jobs increases in 2023 from flattening 5 year contract that was escalating
ICT	64150-Personal Services	(37,000)	Gartner Group Inc - Gartner Advisory
ICT	64370-Other Contracted Services	(6,500)	Data destruction/hardware recycling
ICT	64740-Software Lics & Maint. Agreemt	99,058	Multiple software increases/decreases with a net increase
ICT	64770-Contract Other Equip Maint	437,419	Multiple hardware increases/decreases with a net increase
ICT	64780-Network & Internet Connectivit	30,872	Lumen Network bandwidth and Dark Fiber
ICT	64790-Contr Telephone Equip Maint.	(66,000)	Cerium Monthly Telephone Maint Voice Over IP
Police	61750-Software Acquisitions	23,000	Body Worn Cameras
Police	64370-Other Contracted Services	95,000	Sea-Tac Court contract
	<b>Total</b>	<b><u>1,913,763</u></b>	

# 2023 Other Budget Adjustments

Dept	Account	Amount	Description
Exec	64740-Software Lics & Maint. Agreemt	8,000	Software license changed form one-time to limited term 2.
EDI	64150-Personal Services	90,000	Adjusted target for SKCF Assessment rollover from 2022
Engineering	64140-On-site Consultants	5,791,663	Increase due to projects. Will mostly be offset to Capital
Engineering	61600-Furn & Equip Acquisition Exp	10,000	Rollover from 2022
Engineering	61750-Software Acquisitions	30,000	Rollover from 2022
Engineering	61760-Computer & Telephone Acquisitn	34,000	Rollover from 2022
HR	65890-Teleworking Equipment Reimb	50,000	Restore to 2022 level instead of 2020 which was zero.
HR	67200-Advertising	10,000	Increased costs for competitive job market.
F&B	64740-Software Lics & Maint. Agreemt	21,760	Alteryx licenses for preapproved project
Police	61600-Furn & Equip Acquisition Exp	40,000	Carryover from prior year new budget request due to delay in hiring
Police	65600-Registration/Seminar Fees	75,000	Delays in implementation of the CP21 recommendations
CPO	64150-Personal Services	100,000	Approved SKCF related work not previously budgeted in 2022
	<b>Total</b>	<b><u>6,260,423</u></b>	

# Eliminated Frozen FTEs Details

## Frozen FTEs Summary

Frozen FTEs as of Jan 2022	10.0
Mid-Yr changes	-1.0
2023 Apprv'd to Unfreeze	<u>-2.0</u>
<b>TTL remaining Fzn FTEs</b>	<b><u><u>7.0</u></u></b>

## Eliminated 7 Frozen FTEs:

- **Commission (1.0)**
- **Human Resources (1.0)**
- **Office of Equity, Diversity and Inclusion (1.0)**
- **Business Intelligence (1.0)**
- **Information & Communication Tech. (3.0)**

**RETURN TO AGENDA**





**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 11c

**BRIEFING ITEM**

**Date of Meeting** September 27, 2022

**DATE:** September 27, 2022

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Jeffrey Brown, Aviation Chief Development Officer  
Eileen Francisco, Director Aviation Project Management

**SUBJECT:** South Concourse Evolution Project Briefing

**EXECUTIVE SUMMARY**

The South Concourse Evolution project proposes the renovation of the existing South Concourse, located at Seattle-Tacoma International Airport (SEA), using a multi-phase implementation strategy. The capital improvement project will extend the useful life of the South Concourse and meet current code requirements. This includes structural, seismic and building system upgrades as well as modernization of passenger spaces. The scope addresses the Port's two-tiered objectives:

- (1) Addressing critical code requirements, including structural and building systems upgrades.
- (2) Providing enhancements to the passenger experience through a repurposing of the existing Federal Inspection Service (FIS) area, Concourse Level renovations, and an expanded Penthouse Level.

The purpose of this briefing is to provide an update on the status of the project and notify Commission of the team's intent to return in October to request an Authorization of \$100M to start the procurement of professional services and contractors to begin the program management, design and pre-construction of the project. The overall project budget range at 15% design is \$1.4B - \$1.7B. The anticipated schedule is to begin construction in 2025 and complete in 2031.

**PROJECT STATUS UPDATE**

The South Concourse Evolution project has completed the Project Definition Document (PDD) and has reached a design milestone of approximately 15% design. The team is ready to assemble its full delivery team and begin the project delivery process. The team has selected an alternate delivery method, General Contractor/Construction Manager (GC/CM), for this project. The team is currently developing and refining the project and is prepared to begin procurements for the project management, design, commissioning, and contractor teams to kick-off the collaborative design. The team will be requesting \$100M in authorization and the ability to execute contracts,

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complete pre-construction services, and to begin the partnership culminating in a completed design and contract for construction. This next airport mega project will be a complex, multi-year effort and include regular and robust engagement and communication with Commission, the public, the airlines, tenants, staff, and diverse stakeholders.

### ***Project Scope***

The South Concourse Evolution project proposes the renovation of the existing South Concourse using a multi-phase implementation strategy. The capital improvement project will extend the useful life of the South Concourse and meet current code requirements. This includes structural, seismic and building system upgrades as well as modernization of passenger spaces. The scope addresses the Port's two-tiered objective, addressing critical code requirements, including structural and building systems upgrades; and providing enhancements to the passenger experience through a repurposing of the existing FIS, Concourse Level renovations, and an expanded Penthouse Level.

Anticipated structural improvements are provided through new external structures (gatepods) which serve as lateral frames that tie into the existing structural elements providing lateral and seismic support. The new gatepods will respond to the structural and seismic needs of the facility, while also providing much needed passenger flow by adding stairs and elevators for each contact gate. The north and east side of the facility will require new apron pavement sloped away from the building to comply with current codes.

The terminal space programming has been completed. The passenger volumes were accommodated during peak periods to industry-accepted standards and allowances. The requirements were based upon established accepted practice relating the projected peak volume of activity to several other variables, including passenger dwell times and flow rates, baggage volumes and flow rates, maximum allowable queue sizes or times, space required per unit of queue, and space required per unit volume.

The passenger flow from the STS level will re-route through the old FIS area, changing the configuration of the escalators. The open concourse level provides the flexibility in terms of passenger flow and wayfinding, the ability to configure concessions, seating, and other passenger services. This configuration also maximizes the leasable footprint of the South Concourse and limits unnecessary or redundant circulation area. On the concourse, blended holdroom concepts will include a mix of traditional tandem seating, lounge and casual seating, tables, and cluster seating. The seating area will include power and charging capabilities. Multiple seating types provide the optimal configuration for passengers to work on their laptops or eat or visit with their family or group. Restrooms within the facility will be renovated or replaced. In the case of replacement, including the concourse, all-gender restrooms will be incorporated.

Sustainable development at SEA is a core principle of the Port. The sustainability objectives for this project consist of conserving energy, managing material use, enhancing the environment, and safeguarding water. The environmental objectives will be further developed once

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professionals are on board. The project has set a sustainability goal of the United States Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED) Silver Certification.

***New Amenities***

- Additional space will be provided for airline club/lounges on the existing roof level
- A sensory room will be added for passengers to decompress, reset, and rejuvenate
- A dedicated children’s play area
- A service animal relief area
- Two private nursing suites on different levels
- An interfaith prayer and meditation room
- Art to connect with the surrounding community and SEA’s vision for the South Concourse
- Space for development of an entirely new Airport Dining and Retail program on multiple levels
- A staffed intuitive information hub
- An updated load dock accommodating multiple waste paths

***Project Assumptions and Exceptions***

- The number of gates will not increase
- The Baggage Optimization Program completes all baggage handling modifications for the concourse; no baggage handling systems work will be included
- The Passenger Loading Bridge (PLB) replacement program completes all passenger loading bridge improvements; no PLB work will be included
- Two club/lounge spaces will be provided
- Reuse of new improvements to infrastructure made to bridge the gap until the project, such as the recently completed HVAC system upgrades on the concourse level, will be maximized
- Shared/common kitchen concept to maximize space available on concourse level for ADR program

***Project Schedule***

The team’s near term focus will be on:

- (1) Assembling a full, qualified team of professionals and contractors to deliver this next airport mega project.
- (2) Solidifying the management plans and procedures that will be used to ensure its successful and collaborative execution.

Launch PM Support (including the ATR liaison), Design, GC/CM, and Commissioning team procurements	2022 Quarter 4
Execute Project Management Plan	2023 Quarter 2

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Execute contracts for delivery team to start design/pre-construction phase	2023 Quarter 4
Start design/pre-construction phase	2023 Quarter 4

***Project Budget***

The current estimate is based on the programmatic scope of work defined in the Project Definition Document (PDD), which has a level of detail equivalent to approximately 15% design. The estimated cost includes allowances and contingencies. Project risks, operational mitigations, and environmental objectives will be further developed and are deferred to the design once professionals are on board. The level of detail for the estimate is normal and customary at this stage of the project.

Current Estimate Range: \$1.4B – \$1.7B.

***Project Risks and Mitigation Strategies***

Continuity of operations and maintaining the highest passenger experience during the project is paramount to the success of this endeavor. The team has identified and assembled a risk register that contains project risks that will need to be actively managed throughout project delivery. The team will employ a risk management strategy, wherein the project will avoid risks whenever possible, develop methods to minimize impacts that cannot be completely avoided, or mitigate unavoidable impacts by developing specific solutions to address problems that cannot be resolved through other means; and provide the resources required to affect those solutions. Staff will change design, develop construction strategies, modify staging, adjust operations, and utilize a collaborative project management approach to resolve risks. The team will communicate and report risks and mitigation as part of the project team’s design, construction, commissioning, and turn-over effort.

***Project Delivery***

Execution of this project will require extremely focused, multiple phase work sequencing coordinated both within the project’s South Concourse footprint and across the larger airport campus – e.g., contractor logistics, materials staging, airline operational contingencies and resource prioritization to ensure support from airline and Port teams. It is because of this need for flexibility, collaboration and nimble responsiveness, the GC/CM alternative delivery contracting method will be used to deliver this project.

A lesson learned from previous mega projects that was successfully completed three months ahead of schedule and within budget using GC/CM, is that this contracting method allows for early engagement of the contractor team and best facilitates alignment of design, construction, and owner goals.

The team intends to manage its procurement schedule so that project management support, design, contractor, and commissioning teams will all be brought on-board together so that they all have the same starting line. This will give the Port the benefit of the best team collaboration

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and partnership as well as the best advice on constructability and market conditions concurrently.

***Diversity in Contracting***

This project has been proposed to the FAA as a recipient for federal grant funding; in anticipation of that federal funding, the Port will be following the federal Disadvantaged Business Enterprise (DBE) program guidelines as stated within CFR 49 Part 26.

**ADDITIONAL BACKGROUND**

The South Concourse facility at SEA was opened in 1973 and is owned and operated by the Port. The facility depends on building systems that are well past their useful service life, and further development of the facility has been limited by the authorities having jurisdiction, owing to concerns stemming from current building code minimum requirements. The building systems and materials used in the original construction, due to their age and manufacture, are difficult to maintain. The facility also contains areas of encapsulated regulated materials, such as asbestos, complicating maintenance, renovation, and development. Since the South Concourse was constructed, passenger volumes and aircraft operations have increased dramatically, security regulations have expanded, passenger level of service expectations have evolved, and airlines and retailers have changed their marketing strategies. Recently, the South Concourse was connected directly to the new International Arrivals Facility (IAF) across the taxi lane separating it via an above ground pedestrian walkway. The project will connect the continuity of design from the IAF and walkway to this project for a seamless continuous terminal aesthetic.

**ATTACHMENTS TO THIS BRIEFING**

- (1) Presentation slides.

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

April 13, 2021 – The Commission was briefed on SSAT Renovation Renewal PDD.

September 8, 2020 – The Commission authorized up to \$600,000 in change order funds to Contract MC-0319530 South Satellite Infrastructure Upgrade for repair, replacement and modifications to the heating hot water circulating pumps at the South Satellite (SSAT), Seattle-Tacoma International Airport.

February 28, 2017 – The Commission authorized \$4,300,000 to initiate programming and develop design alternatives for the South Satellite Renovations Project using Port staff and consultants and advertise and execute a project-specific service agreement for Project Management Services for the South Satellite Renovations Project.

January 17, 2017 – The Commission authorized \$1,300,000 for the design of the South Satellite Heating Ventilation and Air Conditioning (HVAC) Upgrade project.

November 8, 2016 – The Commission authorized design and construction for the South Satellite Structural Improvements project.

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August 9, 2016 – The Commission approved the implementation of the 2017 – 2021 Long Range Plan that included the planning for renovation of the SSAT as a priority action in advancing this region as a leading tourism destination and business gateway.

March 14, 2016 – The Commission authorized award/execution of the major public works construction contract for Phase Two of the South Satellite Interior Renovations project.

November 24, 2015 – The Commission authorized construction of Phase Two of the South Satellite Interior Renovations project.

September 8, 2015 – The Commission discussed the IAF wrap-up and next steps including a commitment to add a SSAT Renovation project to the 5-year CIP.

August 11, 2015 – The Commission led a Special Meeting, Roundtable with Airline Representatives related to the International Arrivals Facility (IAF) and SSAT.

December 9, 2014 – The Commission authorized construction of Phase One of the South Satellite Interior Renovations project.

August 5, 2014 – The Commission authorized design funds for the South Satellite Interior Renovations project.

# S Concourse Evolution Project (SoCoEvo)

## Part of the S Gates Renewal Program

### Project Briefing

Sept 27, 2022

# Agenda

- Managing Director Introduction
- Briefing Purpose
- Project Planning Review
- Overview and Objectives
- Existing Conditions, Proposed Concepts, and Opportunities
- Schedule, Budget and Request





# Briefing Purpose

- Update Commission on status of South Concourse Evolution Project (formerly, South Satellite Renovation; part of S Gates Renewal Program)
  - Project programming is complete
  - Overall project is at ~15% design
- Notice of intent to return next month for authorization to:
  - Procure project management support, design, and contractor teams
  - Use alternative delivery pathway to start design and pre-construction
- Authorization request will be \$100M

# Overview



- Opened in July 1973
- Primary source for large commercial use
- Limited improvements over the years
- Infrastructure beyond service life
- 250,000 sq ft on 7 floors, 40,000 sq ft vacated
- 4 escalators, 2 elevators
- Serves 25 carriers

# Objectives

South Satellite is 50 years old and requires major upgrades:

- Replace infrastructure systems and extend useful life of structure with
  - Structural/Seismic Upgrades
  - Building Systems Replacement/Upgrades
  - Civil/Utilities Replacement/Modifications
  - Update ADA Compliance
  - Environmental and Sustainability goals - Tier 3 Framework and USGBC LEED Silver
- Enhance Customer Experience
  - Increased Passenger Amenities/Level of Service (LOS)
  - Improved Airport Dining and Retail Opportunities
  - Modernize Facility

# Existing Conditions

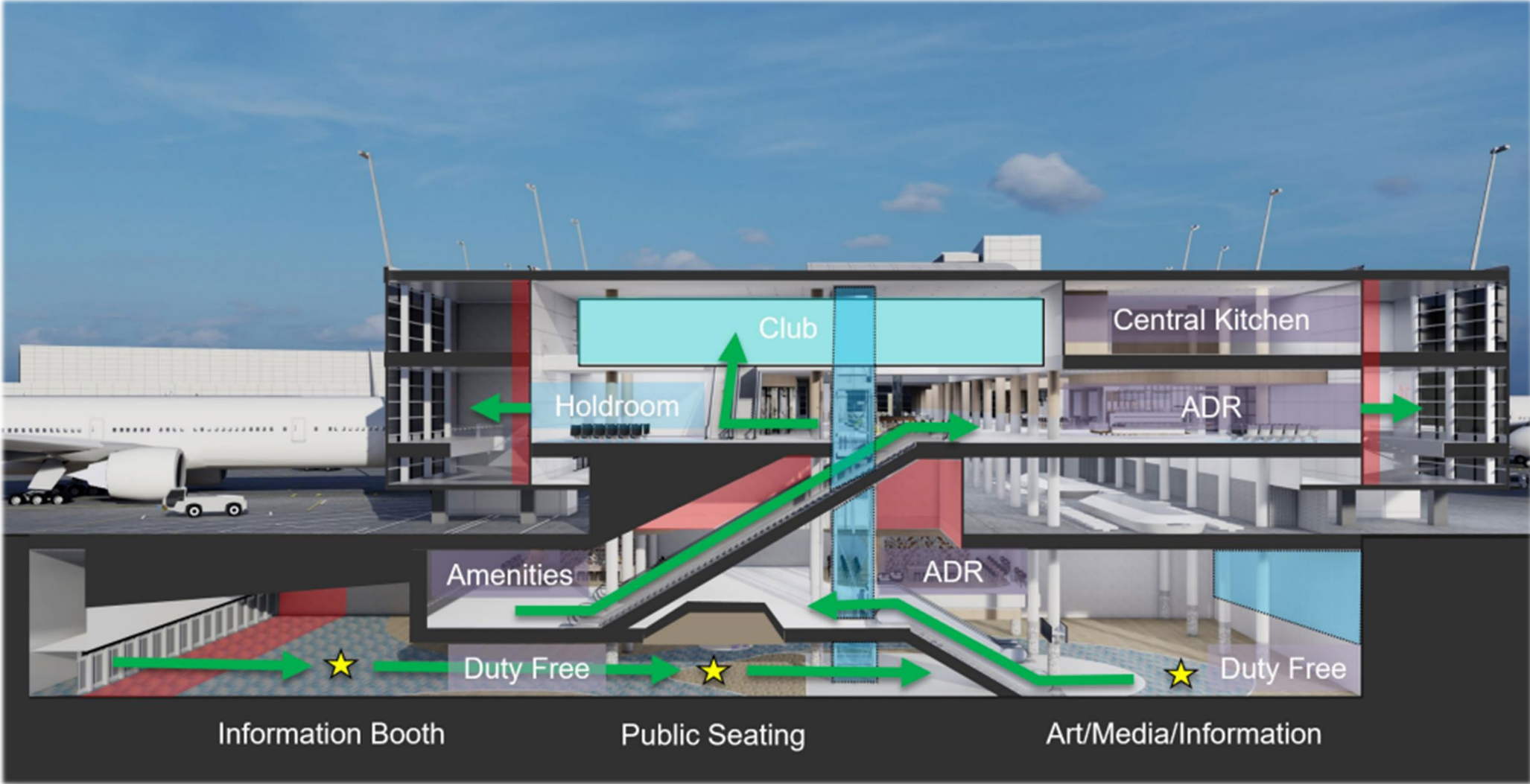


Concourse Level

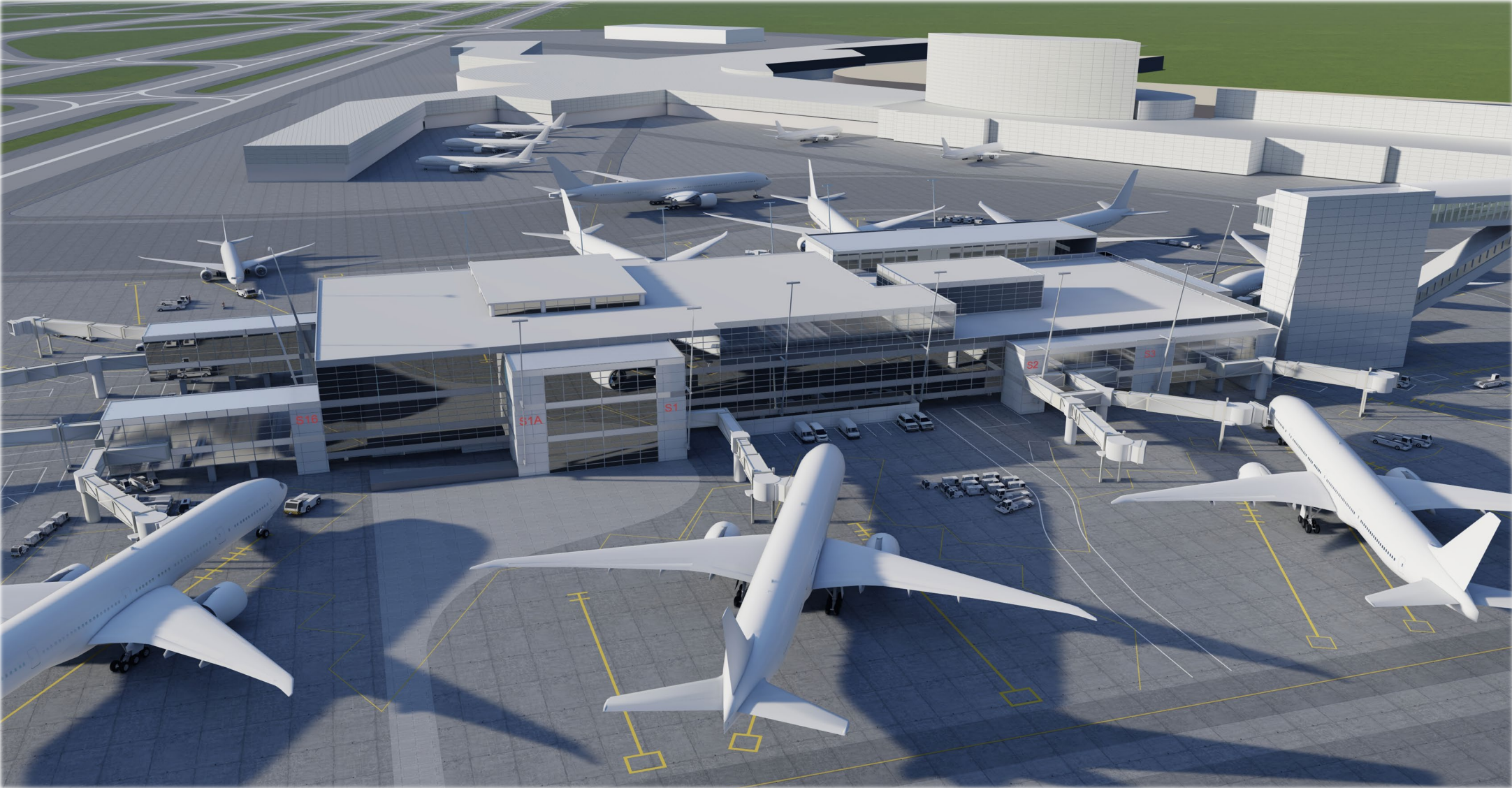


Lower Level

# Proposed Concept



# Conceptual Exterior



# Conceptual STS Level





# Conceptual Concourse



# Opportunities

## Design:

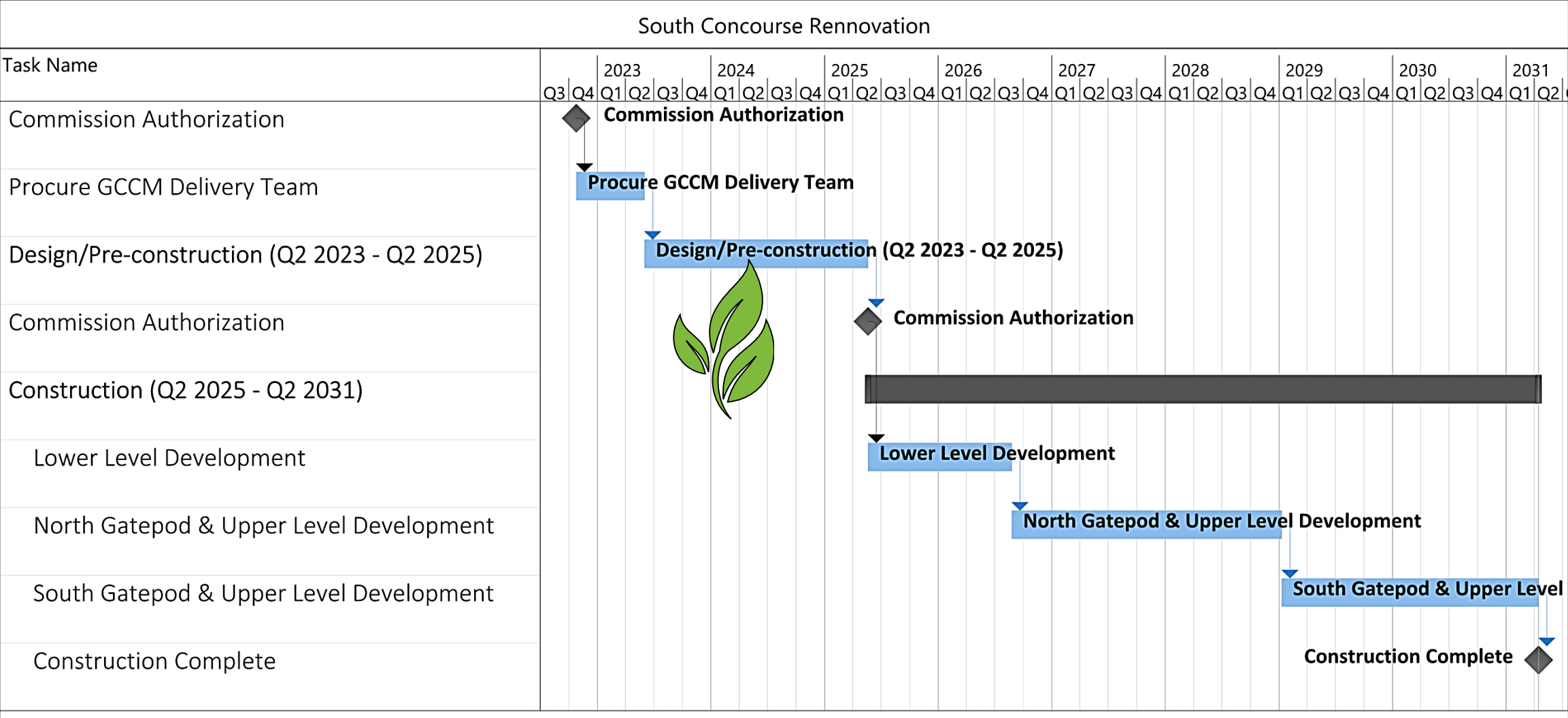
- Eloquently integrating needed infrastructure and desired amenities
- Reshaping passenger flow from trains to gate
- Maximizing space available to support optimal ADR program
- Reinventing the restroom experience
- Expanding space available for airline club/lounge development

## Lessons Learned:

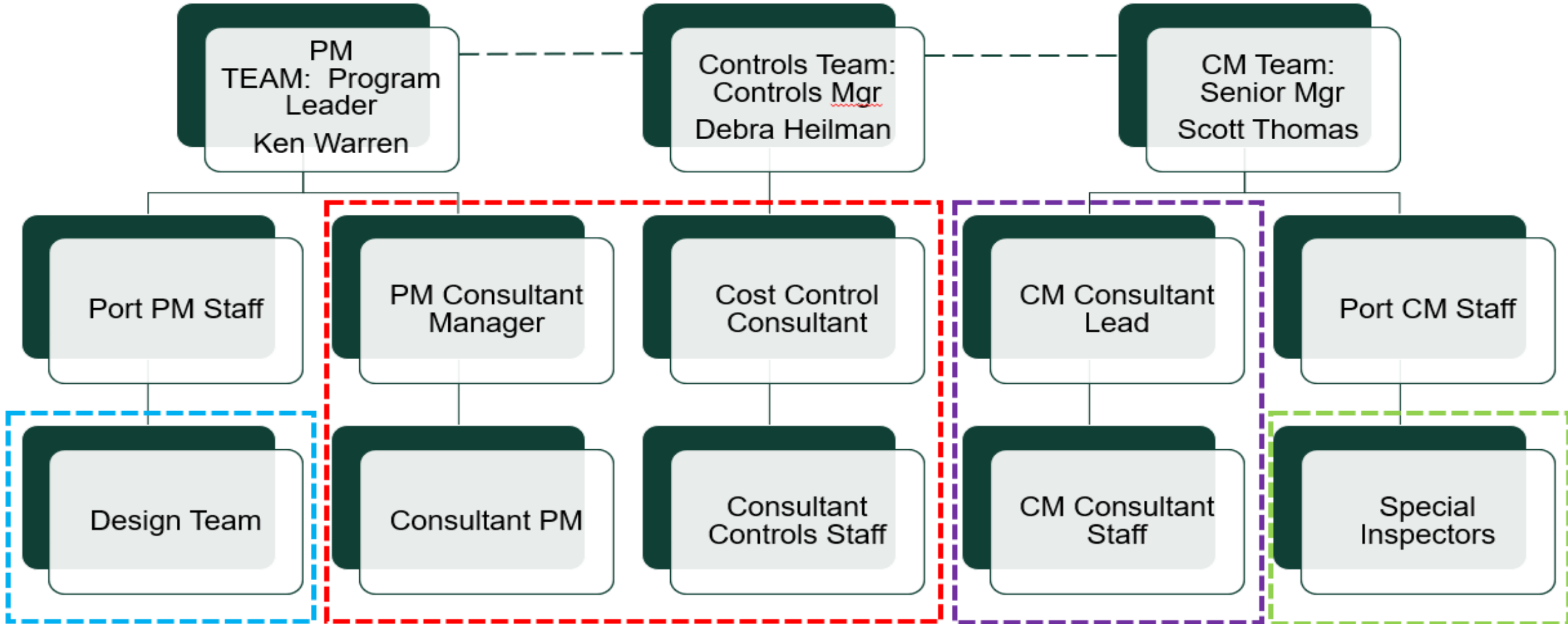
- Phasing and gating strategies
- Procurement strategies
- Contracting a top-level team

Leverage GC/CM delivery method to achieve success

# Schedule



# Project Delivery Team

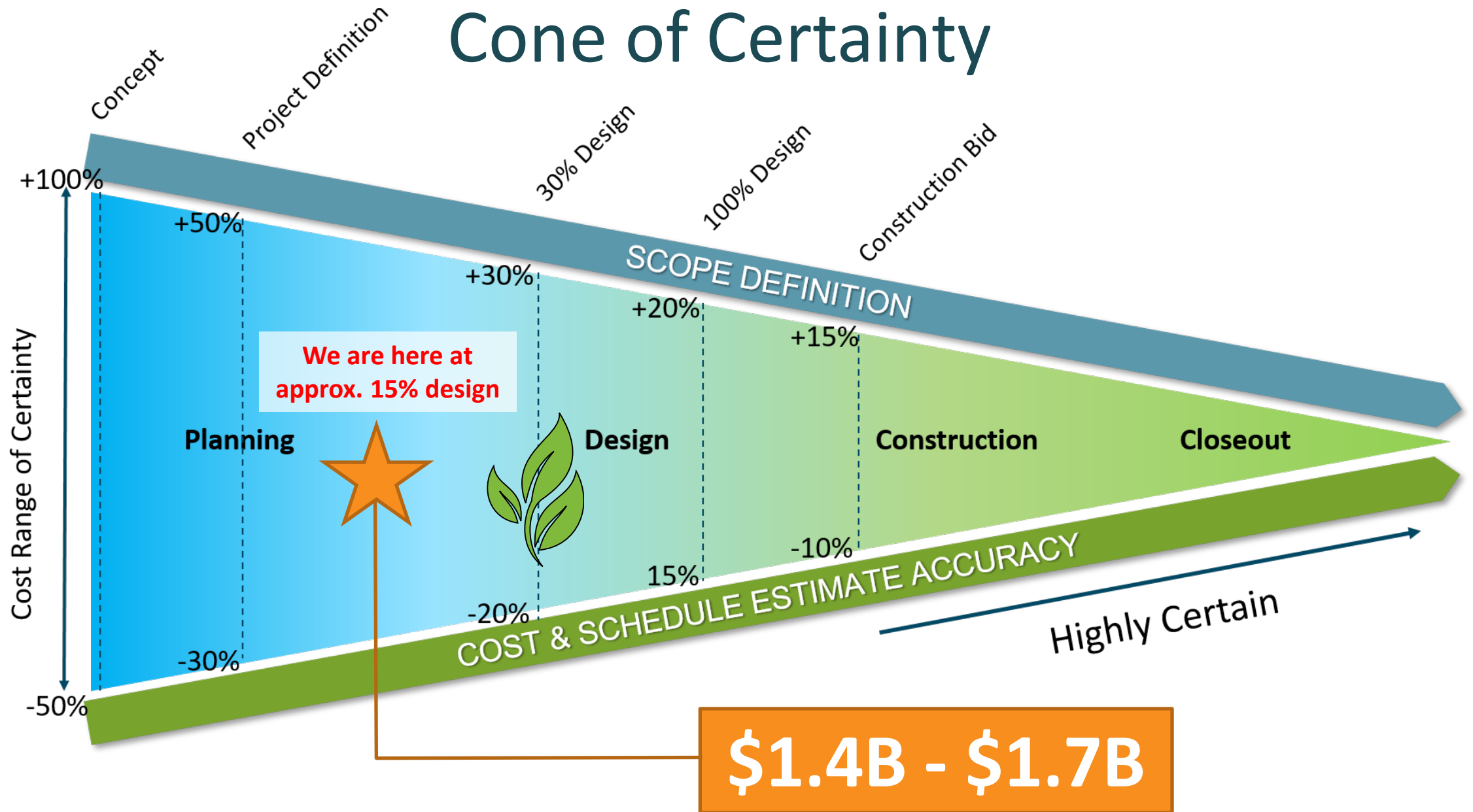


# Risks

Risk	Probability	Impact	Mitigation
Maintaining operational gates at SEA	●	●	Programmatic measures will be developed to address project phasing requirements and operational constraints
Maintaining expected Passenger Level of Service during construction	●	●	Programmatic and project measures will be developed to maintain highest level of service
Minimizing operational impacts to Airlines	●	●	Hiring project-dedicated ATR specifically to assist with airline engagement, communication and decision-making
Material and supply chain impacts (unpredictable recovery)	●	●	COVID-19 recovery is unpredictable, project team will continue to monitor
Inflation driven cost impacts (unpredictable near-term economy)	●	●	Estimators are continuously monitoring inflation and adjusting
Availability of top-level teams to support successful project execution	●	●	Project team will continue to amplify outreach and pursue best practice procurement strategies
Negative impact to Seattle hosting World Cup	●	●	Programmatic measures will be developed to address the 2-week period when Seattle is host

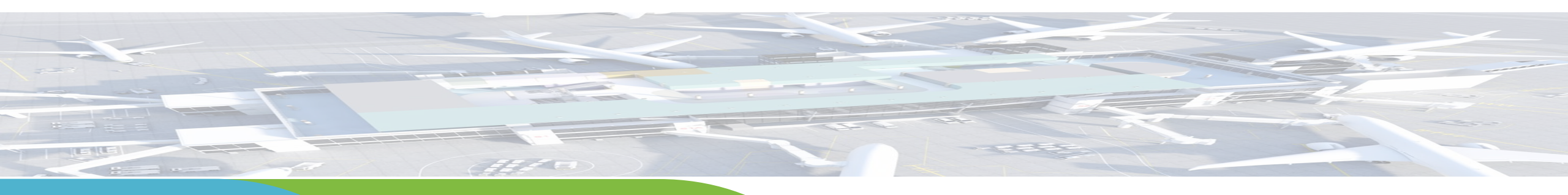
High	●
Medium	●
Low	●

# Cone of Certainty



# Commission Authorization

- Port staff are planning to return next month to request Commission authorization of \$100M to begin of professional services and contractors to start the program management, design and pre-construction phase
- Port staff has consulted with the airlines and collaboratively concur on the approach to obtaining MII approval per SLOA



# Questions?

[RETURN TO AGENDA](#)