

Collective Bargaining AGREEMENT

between

PORT OF SEATTLE

and

**INTERNATIONAL LONGSHORE & WAREHOUSE UNION,
LOCAL 9**

Covering

GROUND TRANSPORTATION AGENTS

and

GUEST SERVICES REPRESENTATIVES

March 1, 2009 – March 31, 2012

Port of Seattle
Tentative Agreement with ILWU Local 9
Representing GTAs/GSRs
July 2, 2009

[New TOC to be added to reflect modifications]

For the Port:

For the Union:

ARTICLE 1: PURPOSE OF AGREEMENT

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

ARTICLE 2: UNION RECOGNITION

The Port recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part time employees doing the work of the classifications listed in Appendix A employed by the Port of Seattle in the Aviation Division; and excluding confidential employees, supervisors and all other employees of the employer.

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

ARTICLE 3: UNION SECURITY

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

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

Section 2. The Port shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request to the Port's Director of Labor Relations from the Union. Prior to sending a written request for termination to the Port, the Union shall

For the Port:

For the Union:

notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

ARTICLE 4: PAYROLL DEDUCTION

Section 1 The Port agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Port, the initiation fee and regular monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

Section 2 As a condition of continued employment, all employees are required to participate in the Port's direct deposit program.

ARTICLE 5: BUSINESS REPRESENTATIVE ACCESS

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

ARTICLE 6: BULLETIN BOARD

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

ARTICLE 7: EQUAL EMPLOYMENT OPPORTUNITY

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee or applicant for employment or against any Union member or applicant for membership because of race, color, creed, national origin, sex, age, sexual orientation, Vietnam-era veteran or Americans with Disabilities status.

ARTICLE 8: MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of

For the Port:

For the Union:

authority.

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

- a. the introduction of any and all new, improved, automated methods or equipment, provided that the introduction of such methods or equipment does not result in bargaining unit layoffs or the net reduction of bargaining unit positions during the life of this Agreement;
- b. the determination of job content and/or job duties;
- c. the combination or consolidation of jobs;
- d. With regard to a, b and c above, at the Union's request the Port shall conduct a job evaluation to determine if the combination or consolidation of jobs warrants an increase in wages, with the result of the evaluation being subject to the grievance procedure;

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

Section 2. Subject to the provisions of this Agreement, the Port has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

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

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

- (a) To recruit, assign, transfer, or promote employees to positions within the bargaining unit;
- (b) To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (c) To determine methods, means, work locations and personnel necessary for departmental operations;
- (d) To control the departmental budget, and if deemed appropriate by the Port, to implement reduction(s) in force;

For the Port:

For the Union:

- (e) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department;
- (f) To determine the need for additional educational courses, training programs, on-the-job-training, and cross training, and to assign employees to such duties for periods to be determined by the Employer; and
- (g) To manage and operate its departments except as may be limited by provisions of this Agreement.

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

ARTICLE 9: GRIEVANCE PROCEDURE

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

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

A. A four-step grievance procedure is established as follows:

Step One: Informal Resolution.

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

Step Two: Labor Relations Committee.

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

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

For the Port:

For the Union:

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

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

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

Step Three: Voluntary Mediation

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

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

Step Four: Arbitration.

I. Arbitration Procedures

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

The Union and Port shall pay any compensation and expenses relating to its own witnesses and/or representatives, except that Port employees whose presence is (1) requested by the Union or the Port and (2) reasonably necessary or related to the proper conduct of the arbitration, and who otherwise would be "on the clock," will be treated as if they are still

For the Port:

For the Union:

working and thus will suffer no loss of pay as a result of their presence at the arbitration. In order to ensure parity for all employees in this regard, an employee who is assigned to swing or graveyard shift and whose presence meets the criteria set forth above shall be released from some or all of either the shift immediately preceding the date of his/her presence at the arbitration, or the shift following such presence, depending on the circumstances, for an amount of time equal to the amount of time such employee is directed to spend at the arbitration.

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

II. Limitation on Power of the Arbitrator

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

B. Time Limits/Intent of the Parties

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

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

C. Time Limitation as to Back Pay.

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

ARTICLE 10: SENIORITY : Procedures for Reduction in Force; Recall, and Probationary Period

Section 1. Seniority Roster: The Port shall maintain one seniority roster for the bargaining unit. Seniority for the purpose of this Article is the employee's most recent date of hire into the bargaining unit. Seniority shall be broken and forfeited by retirement, resignation or termination for just cause, or layoff of one year.

Section 2. Reduction in Force/Recall: In the event of an imminent reduction in force, the following will apply:

- a. The Port shall consider in good faith all proposals by the Union to mitigate the impact of the anticipated reduction in work force, including but not limited to alternative configurations and/or the voluntary placement of affected employees into other positions within the Port.
- b. If, after complying with Section 2(a), above, the Port decides to move ahead with a reduction in force, it shall soon thereafter notify all bargaining unit employees that they have the right to volunteer to surrender their seniority rights, including the right of recall, and accept the severance benefit provided under this article (Section 2(c), option B). If it is determined that a permanent reduction will occur, this notice will state the date by which an employee must notify the Port in writing that the employee will exercise the employee's right to volunteer for severance. This deadline will be a minimum of seven (7) calendar days following the notification. The notification will also state the date of final employment for any employee accepting this offer. Resignation pursuant to this section 2(b) shall be deemed resignation in lieu of layoff for purposes of eligibility for unemployment compensation. If there are more volunteers for severance than there are positions for permanent reduction, the most senior employees will have preference in exercising this option. If there are more spots for reduction than volunteers for severance, the least senior employees will be laid off first.
- c. After complying with the process in section 2(b), above, employees notified that they are subject to a lay-off must select in writing, on a form provided by the Port, one of the following options. Failure by the affected employee to inform the Port of his/her selection within one hundred eighty (180) days after the written notice from the Port to the employee that the employee is being laid-off as a result of an anticipated permanent reduction shall result in the employee being provided option A.

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Option A. Seniority shall be broken by lay-off of twelve (12) calendar months, or the expiration of this agreement, whichever is greater. Any recall to Port employment from lay-off shall serve to reactivate seniority rights and seniority shall be retained for an additional twelve (12) calendar months, or the expiration of this agreement, whichever is greater.

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

- d. Assistance will be provided in seeking other suitable employment for up to one year after being subject to permanent reduction in work force. This outplacement may be provided by either the Port's Human Resources and Development staff or by retained consultants, at the Port's discretion. Any Port policy providing preference for a Port employee on lay-off status for subsequent openings, as stated in HR-10, or as modified from time to time by the Port, shall be applied to employees covered under this agreement.

Section 3. Recall to the Bargaining Unit

Recall to the bargaining unit following layoff prior to loss or surrender of seniority rights shall serve to reactivate seniority rights, not including the period of layoff. (i.e. if an employee who had 5 years of bargaining unit seniority is laid off, and then recalled after 7 months on layoff, they shall return to the unit with 5 years of seniority, not 5 years and 7 months of seniority.)

The Port shall make appropriate efforts to contact a laid off employee scheduled for recall. The failure of such employee to accept an offer of recall sent to his/her last known address within ten (10) business days (excluding weekends and holidays) following the Port's mailing of an offer of recall shall relieve the Employer of responsibility under this seniority provision. The next person on the seniority list will be called until all vacant positions are filled.

If an employee who has received a notice of layoff accepts a position at the Port outside of the unit, that employee shall maintain his or her seniority, not including the period of work outside of the unit, until such time as he or she is recalled to the unit or has been working away from the unit in excess of twelve months.

Section 4. Probationary Period. There shall be a one hundred-eighty- (180) day probationary period after date of hire into the unit. Employees on such probation shall work as directed. Additionally, they shall report to work as called and shall accept designated shift assignments

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and work assignments. Continued employment shall be based on the Employer's assessment of the employee's ability to maintain a satisfactory level of performance during the probationary period. Probationary employees have the same rights as all other employees and have the same access to the grievance procedure as all other employees except they can contest termination only on the basis that the termination is arbitrary or capricious or for an illegal reason.

ARTICLE 11: ADVANCEMENT

A. The general line of progression for advancement and promotions shall be as follows:

GTA or GSR to Lead Agent (progression from junior to Senior Agent shall be governed by seniority pursuant to Appendix A.)
GSR or GTA to Lead Guest Services Representative (progression from junior to Senior GSR shall be governed by seniority pursuant to Appendix A.) There shall be at least one Lead GSR and one Lead GTA.

B. Employees in the bargaining unit shall have priority right to openings in all bargaining unit positions.

Such priority right means that any such employee bidding for a promotion shall be granted that promotion on the basis of seniority provided that the employee has the qualifications for the position. No position affected by this priority right shall be advertised outside of the bargaining unit until bargaining unit members have been given reasonable notice of the opening and a chance to bid for the opening.

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

D. Employees with the necessary qualifications may be used as substitute or fill-in or temporary employees in higher positions on the basis of seniority in the employee's regular position.

An employee so utilized shall be compensated at the rate of the higher position for all time worked in that position. The right to use fill-in or substitute employees shall not be used to diminish normal work weeks or normal overtime expectations of the affected group.

E. Any employee promoted to the position of Lead under the terms of this Article shall work subject to a six calendar month probationary period in the new position. Some positions may also require an additional certification requirement. If the employee is cut during the course of the probationary period, that employee retains the right to return to his/her position in the classification he/she left.

ARTICLE 12: JURY DUTY

When an employee is called for and serves as a subpoenaed witness or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, less any compensation received from the court for such service (excluding travel, meals, or other expenses). Port compensation for service as a subpoenaed witness (not Port-related), or on jury duty only applies to absence from the employee's regularly scheduled work hours.

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

If the employee's shift is changed while on jury duty, they will nevertheless, receive their assigned shift rate.

ARTICLE 13 : BEREAVEMENT LEAVE

At the discretion of management, employees may receive from three to five working days of leave per bereavement. Such leave shall not result in compensation for more than the number of hours in any normal work week. Employees must have been employed for thirty or more days of uninterrupted service and have suffered the loss by death of a member of their immediate family as defined below.

Immediate family shall be defined as spouse or domestic partner and the parents or children of the employee, spouse or domestic partner. Bereavement leave may also be granted in the case of the death of **an employee's** sibling, grandparent or grandchild; the spouse or domestic partner's sibling, grandparent or grandchild; or a sibling's spouse or domestic partner.

In special circumstances, Management may include others not included in the above definition. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee and whether the leave is taken consecutively.

For the Port:

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ARTICLE 14: HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

- a. The normally scheduled workweek for employees affected by this contract shall be the equivalent of forty (40) hours per week on a Port payroll week basis, with consecutive days off.
- b. The workweek for employees holding bids as Ground Transportation Agents shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off. For employees holding bids as Guest Services Representatives, management shall have the discretion to assign five (5) consecutive eight (8) hour days with two (2) consecutive days off, or other work schedules consistent with Section 1.a., above.
- c. The normal scheduled workday shall include a one-half (1/2) hour meal period and two (2) fifteen (15) minute rest periods. The thirty (30) minute meal period and the two (2) fifteen (15) minute rest periods may be combined to provide a one (1) hour paid meal period. These rest and meal periods shall be paid at the employee's regular rate of pay. If an employee does not get a lunch break, the employee shall be paid an extra one-half (1/2) hours' pay at the employees straight time rate of pay.

Section 2. Overtime Pay and Shift Differentials

- a. Hours worked, or compensated, in excess of the employee's normally scheduled work day, or in excess of the employee's normally scheduled work week shall be compensated at the overtime rate of 1.5 times the employee's regular rate of pay. Work in excess of forty (40) hours in a week shall also be paid at the overtime rate. There shall be no compounding or "pyramiding" of overtime. PTO or E/I not scheduled in advance of the week an employee takes an overtime shift shall not be credited toward the employee's total work hours for the week when calculating overtime.
- b. Every effort will be made not to schedule unreasonable overtime. Work over twelve (12) hours in a twenty-four (24) hour period or over fifty (50) hours in a week shall be considered unreasonable, except in an emergency.
- c. Overtime, when deemed operationally necessary to fill the shift, will be offered in the following priority:
 1. Employee on scheduled day off (by seniority), other than on a PTO day, provided the shift will not force overtime on subsequent shifts;
 2. Employee working a preceding shift, of the shift to be filled, may be asked to hold over for a short duration and/or an employee scheduled to work a shift following

the shift to be filled may be asked to come in early, if nobody has accepted the shift in Step 1, above.

3. If nobody has accepted the shift, the shift will be offered to the employees on their scheduled days off, other than on PTO days, in seniority order, as a second day of overtime.
4. Employees shall not bid or request to work overtime on previously scheduled PTO days, but employees will not be penalized for accepting an overtime shift on a PTO day if requested to do so by management.

d. Only one shift of overtime per every two (2) week Port payroll period can be accepted by an employee, unless the shift cannot be filled in steps 1 and 2 above.

e. When an employee accepts an overtime shift, it is expected that the employee will work that shift. It is expected that an employee will not accept an overtime shift and subsequently cancel after the schedule is posted. If an employee cancels an overtime shift twice in a calendar year, that employee will be barred from bidding on overtime for 30 days from the date of the second cancelled overtime shift. If an employee cancels an overtime shift three times in a calendar year, that employee will be barred from bidding on overtime for 90 days from the date of the third cancelled overtime shift.

f. It may be necessary for the Supervisor to ask for the assistance of a Lead in filling the shift. The Supervisor may direct the Lead to follow the procedure and fill the shift. The Lead must report back to the Supervisor on who filled the shift.

g. A shift may not be filled if operationally deemed not necessary by Landside Management or its designee (i.e. a shift in the rotation may accomplish adequate coverage, or portions of the shift's rotation can be covered by a Lead Controller).

h. Controllers will not be called to cover overtime if their shifts preceding and following the day needing coverage are scheduled for PTO or FMLA leave. This is an effort to allow for the Controller to be without interruption from their workplace while on PTO or FMLA leave.

i. If a Controller who would be eligible to be offered overtime in the upcoming schedule is on a regularly scheduled day off when the Supervisor or designee is making the upcoming schedule, the supervisor, or designee, will contact the Controller during their first scheduled shift back to work to notify them of the overtime vacancies available. The Controller must accept or decline the shift within two hours of notification of the availability of the overtime vacancy, in order to not delay the posting of the schedule.

j. Persons on Administrative Leave will not be eligible to cover an open shift.

k. Calling Procedure: When the Landside Supervisor decides, if possible in consultation with a Lead Controller, that it is operationally necessary to cover a vacated shift, the Supervisor

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will start calling employees at their preferred telephone number in accordance with the procedure outlined in part (b) above.

The preferred number is the telephone number each employee would like to be called at when an overtime shift is offered. It is the responsibility of the Controller to inform a Supervisor when there is a change in their preferred number. If at anytime, when filling a shift, the supervisor, or designee, gets a phone company generated message regarding the service (i.e. the line has been disconnected) or there is no answer by the Controller or a machine, the Supervisor will move on to the next Controller in line to be offered the shift.

When direct contact with an employee is not made and there is no answering machine/service, the caller will move on to the next person in line until the shift is covered. When direct contact with an employee is not made and there is an answering machine/service, the caller will leave a message to include the overtime shift available, time and day of shift, time of call, and time the employee must respond by. The employee will be allowed 10 minutes from the time provided on the machine to respond to the caller prior to the caller moving on to the next person in line until the shift is covered. The GTC Calling Sequence for Filling Overtime worksheet will be forwarded to the Landside Supervisor and archived.

l. Supervisors, or designees, will make every effort to post the work schedule two-weeks in advance of a given workweek.

m. If a Controller prefers not to be called for overtime, they are required to inform the Landside Supervisor, by e-mail, of the request. The request should include the duration of this limitation (i.e. Do not call on Mondays in March, Do not call until further notice, etc). It is the responsibility of the Controller to update the Landside Supervisor of any changes to this limitation.

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

If management has approved attendance at a meeting or training session conducted during the day shift that is compensable to the employee, the employee's shift differential will be maintained.

Shift extensions shall not cause or affect pay differentials; pay differentials shall be based only the start time of a shift, as follows:

0700 & after = day shift
1300 & after = swing shift

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Section 4. Multiple Start Times - Any employee required to have more than two (2) different regularly scheduled starting times within the workweek shall receive shift differential of 12% over their regular rate for the shifts worked at the third different start time.

Section 5. Scheduling of Days Off – The Port shall not change or reschedule days off to prevent payment of overtime. Normal days off at the end of the employee's schedule week shall be consecutive.

Section 6. Approval for Overtime Work – Authority for approval of any overtime work shall be limited to departmental management or its designees.

Section 7. Minimum Show-Up Time – Any person called in to work on a day off or called in to work before his/her shift or after the conclusion of his/her shift shall be paid a minimum of four hours pay at the appropriate rate regardless of the length of the call, unless the call lasts more than four (4) hours. This pay shall be in addition to any pay paid for the person's regular shift. This does not apply to extension of shifts before or after the scheduled shift.

Section 8. Quick Turn-Around Pay- Employees shall receive quick turn around pay in the event there are not at least eight hours in between shifts. When this occurs, the affected employee will be paid four hours minimum time and a half.

Section 9. Notice of Shift Change – Except in emergencies, employees shall be provided with fifteen (15) working days' notice in the event of shift change. In the event of an emergency, the affected employees will be returned to their former schedules, as soon as the emergency has ended. In the event of a change lasting more than 30 days, the Port will rebid shifts if the Union so requests .

Section 10. Conditional upon prior management approval, trades between employees covered under this agreement after shift and vacation bidding is completed shall be permitted under the following conditions:

1. All employees with intervening seniority agree in writing to waive any objection to the proposed trade. It shall be the responsibility of the individuals desiring the trade to collect these waivers.
2. The trade will not cause overtime.
3. No more than two (2) trades shall be permitted during a bid period.
4. No trade shall last more than 30 days.
5. The trade shall not disturb any other established vacation bids.

For the Port:

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6. The Manager or his/her designee shall verify the satisfaction of all of the above conditions and approve the trade in writing.

Section 11. Part-Time Employees - The workweek for part-time employees may be up to forty (40) hours within seven (7) consecutive days. A new workweek for such employees shall commence after two or more days off or after two days during which overtime was payable for working in excess of forty (40) hours the previous week. This provision is not intended to be used to reduce, eliminate or avoid full-time jobs.

ARTICLE 15: PTO

Section 1 -Scheduling of PTO: At any time after the successful completion of the six-month probationary period, eligible employees may request and use PTO of up to the number of days accrued (explained in detail below) at the time of the desired PTO date subject to the approval of management.

Normally, requests for approval of PTO shall be made to the manager on a PTO request from one week or more in advance; more notice may be required by a manager whenever necessary. Payment for PTO may be made only to the extent of unused PTO accruals at the time of the leave. The above scheduling applies unless modified by the bidding process outlined in Article 16- Scheduling PTO and Job Assignments.

Section 2 -Limits on Accumulating PTO:

1) Employees hired Before 12/20/98: PTO accumulation shall be limited to 2,000 hours effective January 1, 1999. The limit will decrease by 100 hours each successive January until January 2014, when it will decrease from 600 to 480 hours. For example, the limit for 2005 is 1400, and the limit for 2006 is 1300.

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

2) Employees hired On or After 12/20/98: PTO accumulation shall be limited to 480 hours. Accruals will cease when the limit is reached and will resume only when the balance is below 480 hours.

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

Section 3 -Rates of Accruals: Eligible employees shall receive PTO accruals based upon a pro rata share of a full-time work schedule. PTO is earned as follows:

For the Port:

For the Union:

(1) Based on the first day of employment from the first full month to and including the thirty-sixth full month of continuous employment, eligible employees shall accrue PTO at the rate of .07538 hours per straight-time hour paid (.07538 x 2080 annual hours = 156.8 hours)

(2) From the thirty-seventh full month to and including the eighty-fourth full month of continuous employment, eligible employees shall accrue PTO at the rate of .09462 x 2080 annual hours = 196.8 hours.

(3) From the eighty-fifth full month to and including the one-hundred thirty-second full month of continuous employment, eligible employees shall accrue PTO at the rate of .10423 x 2080 annual hours = 216.8 hours

(4) After completion of eleven years of continuous employment starting with the one hundred thirty-third month, eligible employees shall accrue PTO at the rate of .11385 x 2080 annual hours = 236.8 hours.

Section 4 - Cash Out Option: Employees who have taken at least two weeks (80 hours) of paid time off in the previous 12 months may cash-out any amount of their remaining paid time off on a monthly basis. A "Paid Time Off Cash-Out Request and Waiver" form should be submitted to Payroll with the time logs for the first paycheck of the month. The cash-out check will be issued with the first paycheck of the month.

Cash-outs shall be at the scheduled hourly rate of pay as recorded in the payroll system. Cash-outs are subject to 28% flat withholding, FICA and PERS deductions. If there is a Deferred Compensation Salary Reduction Agreement in force at the time of the cash-out, such reduction may be applied to the cash-out.

Section 5 -Shared Leave: The Port recognizes that situations may arise when an employee suffers major illness or severe injury necessitating extended absence from work for which the employee has not accumulated sufficient paid leave. When the employee exhausts all paid leave, other employees may desire to assist their coworker by donating a portion of their own accrued PTO and/or Extended Illness time to the co-worker.

- A. A request to donate paid leave to a co-worker in need is an expression of caring among Port employees. To accommodate such requests, eligible Port employees will be able to voluntarily donate accrued PTO and/or Extended illness time for transfer to another eligible employee in situations which meet all the following criteria.
 - 1. The employee experiences a non-job related catastrophic illness or injury (e.g., employee is totally incapacitated due to a vehicle accident, surgery, etc.) which requires him/her to be absent for a period of at least thirty (30) consecutive days

or thirty (30) cumulative days within the previous six months. The expected term of absence must be verified by a physician.

2. The employee currently occupies a Port position which is eligible for paid leave.
 3. The employee has exhausted all paid leave (Extended Illness leave and PTO) or will have exhausted all paid leave by the time the donation can be processed.
 4. The donor has sufficient applicable accrued PTO and/or Extended Illness time on the books to cover the requested transfer.
- B. The Manager or designee will be responsible for reviewing all requests submitted pursuant to this policy and determining whether the process of donation of paid leave may proceed, based on the provisions of this policy.
- C. All donations of PTO and/or EI are to be made in eight (8) or ten (10) hour increments as applicable.

Section 7 -Payment for Accrued Leave at Termination: Leave that is cashed out at termination shall be at the scheduled hourly rate of pay as recorded in the payroll system.

(1) Extended Illness (EI): Upon termination or retirement immediately following five complete years of active employment in a continuous period of employment with the Port of Seattle, qualified employees shall be compensated, as described below, for 50% of their unused sick leave at their rate of pay at termination.

(2) PTO: Upon termination, eligible employees shall receive compensation at 100% value in lieu of unused accrued PTO leave as described below. No PTO may be taken after the last day worked. A probationary employee who terminates active employment before satisfactorily completing the probationary period shall receive no PTO pay.

ARTICLE 16 : SCHEDULING PTO AND JOB ASSIGNMENTS

Section 1.- Bidding for PTO- Employees will bid by seniority for PTO preference. Bidding for PTO will be done once each year, during the month of November.

Section 2- Bidding for Job Assignment - Employees shall bid for Job Assignment by seniority. "Job Assignment" means a primary job function on a specified shift, including hours of work. For example, the bid may contain a swing shift Ground Transportation Agent assignment and a swing shift Guest Services Representative assignment.

For the Port:

For the Union:

Bidding for Job Assignment will take place at a minimum of once, and at a maximum of twice per calendar year.

Section 3- Temporary Reassignments- Employees may be reassigned on a short term basis, as needed. (For example, if the employee on the swing shift enforcement assignment calls in sick, management may assign the employee on swing shift customer service to cover for the sick employee.) Temporary reassignments shall not cause reductions in hours or wages.

Section 4- Leads - Specific schedules and Job Assignments for Lead GTAs and GSRs will be determined by management to provide maximum coverage. Leads will be allowed to exercise seniority for those pre-determined shifts. It is understood that leads will be limited on PTO bids to only one lead being off on PTO at a time.

Section 5- Vacancies- Job Assignment vacancies shall be filled on a one time only basis with the highest senior volunteer from the bargaining unit. The subsequent vacancy which will result from the filling of a prior vacant Job Assignment, will be subject to the process described above. This process will continue until there are no volunteers for the last vacancy. This position would then be filled with any new hire.

Each Job Assignment vacancy will be posted for five (5) days. At the close of the posting the vacant Job Assignment will be awarded to the most senior person who elects to bid for the posting.

Section 6. Paid Time Off- It is understood that PTO may be limited to one person per shift on approved PTO during peak travel periods, when maximum coverage is required by management.

Employee preference for PTO after the bidding process will be based on a first come, first approved basis.

ARTICLE 17: HOLIDAYS

Section I. Effective at the signing of this agreement, ten (10) paid holidays shall be recognized and observed, as follows:

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

For the Port:

For the Union:

Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One (1) "Floating Holiday"	To be designated by the Port

When the Port shifts the day of observance of any of the above holidays, that shift shall apply to the holidays under this contract as well.

Section 2. Holiday pay for bargaining unit employees shall be eight (8) or ten (10) hours (whichever is the regular shift) at the straight-time rate subject to the following conditions:

Another paid day off shall be provided to the employee at the straight-time rate for eight (8) or ten (10) hours when the holiday falls on the employee's normal day off, or when the employee works on the holiday, except that the following options shall be available to the employee as alternatives to taking another day off in lieu of the holiday:

(a) If the holiday falls on an employee's regularly scheduled day off, the employee shall receive eight (8) or ten (10) hours of holiday pay in addition to pay at the overtime rate for all hours worked on the employee's next scheduled work day following the holiday.

(b) If the employee works on the holiday, the employee may elect not to take another day off. Such employee shall receive eight (8) or ten (10) hours holiday pay in addition to pay at the overtime rate for all hours worked on the holiday.

Section 3. When an employee takes another day off after working the holiday, such day off shall be taken within sixty (60) days of the holiday upon the request of the employee at the discretion of and with the approval of the Manager (or his/her designee).

Section 4. Holiday pay shall be prorated for all employees who work less than a full time schedule.

ARTICLE 18: EXTENDED ILLNESS

Section 1. Extended Illness Accrual. Employees shall receive Extended Illness leave accruals as follows:

Employees shall accrue EI leave at the rate of 0.02308 hour per straight-time hour paid. The accruals shall commence from the date of employment and shall not exceed the equivalent of 6 workdays per year. EI leave accruals may be used only from the third consecutive workday of absence due to illness, injury or disability. The first two days will be charged to PTO accounts. The exceptions are for hospitalization; workers compensation; FMLA-designated leave; preventive health care appointments (limited to an employee's annual physical, dental, vision and

For the Port:

For the Union:

cancer screening examinations); Washington Family Care Act leave; documented illness, injury or disability of probationary employees; or if PTO balances are exhausted.

EI leave will be used only in instances of employee or immediate family member illness, injury or disability. Immediate family shall be defined as spouse or domestic partner, and the parents or children of the employee, spouse or domestic partner. For the purposes of EI, an employee and a domestic partner must be willing to sign a sworn affidavit that they: 1) share the same regular and permanent residence; 2) have a close personal relationship; 3) are jointly responsible for basic living expenses; 4) are not married to anyone; 5) are each 18 years of age or older; 6) are not related by blood closer than would bar marriage in the State of Washington; 7) were mentally competent to consent to contract when the domestic partnership began, and 8) are each other's sole life partner and are responsible for each other's common welfare. In special circumstances, Management may include others in this definition. Management may at any time require a physician's statement to justify use of EI leave. A physician's release shall be required prior to the return to work by an employee who has suffered an absence of longer than two weeks due to illness, surgery, or an accident or who has experienced hospitalization of any kind.

Section 2 -Pay Rate. Extended Illness pay shall be at the straight-time hourly rate.

Section 3 -Payoff. Unused Extended Illness may not be converted to cash payment except upon termination or retirement and after five years of continuous service; eligible employees shall be compensated for fifty percent (50%) of their unused Extended Illness at their rate of pay at termination.

Section 6 -Abuse of Extended Illness Leave. Both parties are committed to work to eliminate any abuse of Extended Illness.

Section 7 -Shared Leave. Refer to "Shared Leave" Section in Article 15, "PTO".

If possible, employees calling in sick will call in to the Duty Landside Supervisor at (206) 431-4069 with at least two (2) hours advanced notice. More notice is preferred, but understandably cannot always be possible.

ARTICLE 19: LEAVE WITHOUT PAY

Section I. When an employee requests leave without pay (LWOP) in conjunction with any other leave, the requests should be combined so the Manager or designee may assess the consequences of the entire period of time off being requested. LWOP may not be approved unless it will occur after all appropriate paid leave accruals are exhausted. When the absence is for personal reasons, all vacation leave must be exhausted. If illness is involved, all PTO and EI must be exhausted.

For the Port:

For the Union:

Approval of a leave under the conditions and limits of this section assumes the employee's right to reinstatement without loss of pay. However, if a reduction in force should occur during a period of leave, the returning employee would be subject to the action which would have taken place if the employee had remained at work.

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

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

A. Military Leave:

With appropriate military orders, employees called for active or training duty in the military (including weekend reserves for employees who normally work weekends) shall be allowed up to fifteen (15) days per Federal fiscal year (October through September) of military leave as provided in and limited by RCW 38.40.060. Compensation during the period of leave shall not exceed that which would be required to cover the number of hours regularly scheduled. Time off without pay shall be allowed at the employee's request.

B. Personal LWOP:

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

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

A personal LWOP with a mutual benefit for the Port and the employee would receive greater priority, for example, than a request for time off to travel. After an evaluation, the Manager or designee may authorize up to 90 calendar days' LWOP to a regular employee whose performance and attendance are satisfactory.

C. Medical LWOP:

A disability period is the time an employee is unable to perform the duties of his/her position due to illness or injury as determined and certified by a health care provider in writing to the Port.

For the Port:

For the Union:

Illness may include, but is not limited to, disabilities related to pregnancy or childbirth, alcoholism, drug addiction and psychological disorders. When LWOP is requested in excess of the certified period of disability, it is handled as for Personal LWOP.

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

D. Special LWOP Considerations:

Personal LWOP in excess of 90 calendar days and medical LWOP in excess of 90 calendar days shall be granted only upon the recommendation of the Manager and the Director of Human Resources and with the approval of the Chief Operating Officer.

E. Probationary Employees LWOP:

Leaves without pay for probationary employees may be granted at the discretion of the Manager or designee under emergency circumstances. However, if the authorized leave is in excess of two weeks, the probationary period shall be extended by a time period equal to the authorized leave.

F. Seniority Status While on LWOP:

An employee's seniority status will remain unchanged while on LWOP.

ARTICLE 20: OTHER BENEFITS

The Port agrees to provide the following benefits:

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

B. Social Security insurance (FICA) as covered by the Federal Insurance Contribution Act.

C. Credit union participation.

D. Washington State Workers' Compensation.

E. Educational assistance for employees shall be subject to the approval of the Manager. It is agreed that if the funds are not available through other sources, such as special Federal or State programs, with the advance approval of the Manager or designee, the Port shall provide reimbursement limited to job related educational curricula in accordance with HR-12 of the Port of Seattle Supervisor's Policy Handbook.

For the Port:

For the Union:

F. Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions or other possible cancellation. It is further agreed the content of the plan itself, plan administration and any determinations made under the plan shall not be subject to the Grievance Procedure or to any other provision of this Labor Agreement or to negotiation by the Union.

G. Employees shall be eligible for participation in the Port of Seattle's Flexible Spending account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed the content of the plan itself, plan administration and any determination made under the plan shall not be subject to the Grievance Procedure (Article IX) or to any other Provision of this Labor Agreement or to negotiation by the Union.

H. Employees shall be eligible for transportation and parking benefits as established by the Port's Transportation and Parking Policy.

I. Employees covered by this agreement shall be entitled to the same parking privileges as other Port employees. Efforts will be made to allow employees to park on site if space is available.

J. Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care Insurance Plan made available to Port non-represented employees. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions or other possible cancellation. It is further agreed the content of the plan itself, plan administration and any determinations made under the plan shall not be subject to the Grievance Procedure or to any other provision of this Labor Agreement or to negotiation by the Union.

K. Commute Trip Reduction benefits as determined by the Port.

ARTICLE 21: HEALTH AND WELFARE PROGRAMS

Employees shall be covered by the Medical/Vision, Dental, Life Insurance and Long-term Disability insurance benefits described in paragraphs a, b, c and d below. The Port retains the right to modify and/or change insurance benefits and/or carriers at any time during the term of the agreement. Coverage under this Article shall not be a bargainable issue. However, the Port agrees to meet and discuss any changes in Port coverage with the Union. Employees may be required to pay a portion of some insurance premiums if required of other Port employees. Employee costs shall be by payroll deduction. Employees are responsible for notifying the Port on approved enrollment forms of their eligible dependents. Any extra costs associated with a lack of notification shall be the employee's responsibility.

For the Port:

For the Union:

Employees making contributions which maintain continuity of coverage for one or both types of benefits will be treated as though they have continued to work for purposes of eligibility for Hospital-Surgical- Medical benefits and dental (Port plan) benefits, or for the type of benefit for which continuity of coverage is maintained if it is maintained for only one of the two types of benefits.

A. Medical/Vision Insurance:

All full-time and regular part-time employees, and all probationary employees who normally maintain active employment schedules of 90 hours or more each month shall receive paid surgical, hospital and major medical insurance coverage for themselves and their eligible dependents. The eligibility and other conditions of coverage are established between the Port and the insurance companies or agencies selected to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan which the employee has chosen.

B. Dental Insurance:

On the first of the month following the date of hire, eligible employees and their eligible dependents shall receive dental insurance coverage. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

C. Life Insurance:

On the first of the month following the date of hire, eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with insurance companies or agencies selected by the Port to provide such benefits.

Employees shall also be covered by the Accidental Death and Dismemberment policy provided by the Port.

D. Long-term Disability:

Full-time regular employees are eligible for long-term disability benefits on the first of the month following the date of hire, Regular part-time employees are eligible for the benefit on the first day after completing 975 hours of employment. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

For the Port:

For the Union:

ARTICLE 22: PENSIONS

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

ARTICLE 23: SAFETY

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

ARTICLE 24: EQUIPMENT

Section 1. The Port shall provide the employees with all uniforms (when required) and equipment that the employee is expected to utilize in the job and in accordance with the requirements as established by the Manager. The Port shall provide appropriate cleaning service for all authorized uniforms.

ARTICLE 25: PROFESSIONALISM AND TRAINING RECORDS

The Port will provide training for all employees as necessary to perform his/her job duties and will maintain a careful record of the training accorded employees. The training opportunities will be made available to all employees without discrimination or distinction. In addition, employees may be involved in all post-incident critiques or hearings relating to or affecting matters within the scope of their responsibilities.

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

ARTICLE 26: SHOP STEWARDS

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

ARTICLE 27 : DISCIPLINE AND PERSONNEL RECORDS

Section 1-Progressive Discipline. The Port shall not discipline or discharge any employee except for just cause or as provided in Article X, Section 3 (probationary period). All discipline after the probationary period shall be subject to review in Article IX Grievance Procedure.

For the Port:

For the Union:

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

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

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

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

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

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

Written warnings and other evidence of discipline shall not be valid for more than twelve (12) months unless a similar or related offense is committed within that period. In the case of a similar or related offense, the twelve (12) month period begins anew.

ARTICLE 28: GOOD FAITH GUARANTEE

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

ARTICLE 29: PERFORMANCE OF DUTY, STRIKES AND LOCKOUTS

For the Port:

For the Union:

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

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

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

ARTICLE 30: EMERGENCY CONDITIONS

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

ARTICLE 31: COMPENSATION FOR TRAVEL TIME

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

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

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

Section 3. When travel by an employee's private vehicle is required and authorized by management, such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the Port Commission for Port employees.

For the Port:

For the Union:

ARTICLE 32: SAVINGS CLAUSE

If any Article of this Agreement or any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 33: ENTIRE AGREEMENT

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

Section 2. Under the Port's commitment in Article 28 -Good Faith Guarantee, the Port agrees to notify the Union in advance and meet and discuss any major or significant changes in the operation and/or working conditions before those changes become effective unless they are necessitated by any emergency situation. In that event the notification, meeting, and/or discussions will take place as soon as possible thereafter.

ARTICLE 34: LABOR MANAGEMENT COMMITTEE

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

ARTICLE 35: TERM OF AGREEMENT

This agreement shall be effective as of March 1, 2009, and shall extend until March 31, 2012.

ARTICLE 36: REOPENER

During the life of this Agreement, the Port may reopen the Agreement for the purpose of negotiating all articles pertaining to the realignment, reassignment, and/or separation of GTA and GSR job functions. Provided, however, that in the exercise of this right, it is not intended that

For the Port:

For the Union:

Port of Seattle
Tentative Agreement with ILWU Local 9
Representing GTAs/GSRs
July 2, 2009

any provision of this contract providing a specific benefit or perquisite to employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

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

By _____

Tay Yoshitani, Chief Executive Officer, Port of Seattle

Date

By _____

Tony Hutter, Secretary/Treasurer/Business Agent, International Longshore & Warehouse Union,
Local #9

Date

For the Port:

For the Union:

APPENDIX A: PAY RATES

Job Title	Step	Effective April 1, 2009 (4% increase)
GTA/GSR	entry	\$21.16
	6 mos.	\$22.42
	12 mos.	\$23.30
GTA/GSR Sr.	n/a	\$24.36
GTA/GSR Lead	n/a	\$25.77

Effective April 1, 2010, wages shall be increased by 100% of the Sea/Tac/Brem CPI -W (Feb. - Feb.) with a Minimum of 2% and a Maximum of 6%

Effective April 1, 2011, wages shall be increased by 100% of the Sea/Tac/Brem CPI -W (Feb. - Feb.) with a Minimum of 2% and a Maximum of 6%

Senior Ground Transportation Agents and Senior Guest Services Representatives:

Employees with more than five (5) years seniority within the bargaining unit shall be considered either a Senior Ground Transportation Agent or a Senior Guest Services Representative depending on their current Job Assignment.

For the Port:

For the Union:

APPENDIX B: JOB DESCRIPTIONS

The Port and the Union agree that the job duties listed below do not encompass every job duty that a GTA AND/OR GSR is expected to perform. Further, being listed below does not indicate whether or not the job duty is exclusive to the bargaining unit. However, the parties agree that any employee of the Port, customer, or tenant of the Port may, upon request, provide directions about the location of ground transportation facilities to Airport customers.

It is also understood that the Port has the discretion to assign a GTA AND/OR GSR any portion of the duties listed below.

LEADS:

- Prepare monthly Cash Report and Activity Report
- Conduct staff meetings as needed.
- Attend Ground Transportation Advisory Committee meeting.
- Meet with Landside Supervisors to discuss Ground Transportation issues.
- Develop recommendations for rotation schedules.
- Assist supervisors in developing work schedules for Tour Group Coordinators.
- Coordinate with Supervisors to establish training for Agents and GSRs and Tour Group Coordinators.
- Respond to customer/operator complaints and inquiries.
- Prepare correspondence with customers and operators.
- Coordinate and monitor work order requests with on-duty Landside Supervisor.
- Prepare supply requests and forward to proper LOB staff.
- Ensure that all safety rules and regulations are communicated and followed.
- Update Agents' and GSRs' manual.
- Consult with Landside Supervisors with regards to authorizing leave and overtime requests.
- Assign routine projects and duties to Agents and GSRs.
- Work with Landside Supervisor to prepare forms for injured personnel.

Leads, GTAs and GSRs:

- Inspect all commercial vehicles.
- Enforce operating agreements and Port of Seattle rules and regulations.
- Issue violations to vehicles not in compliance with Port of Seattle rules and regulations.
- Work with the WUTC, Department of Licensing, King County and Seattle officials and inspectors.
- Issue and monitor A VI tags.

For the Port:

For the Union:

- Coordinate tour buses and facilitate tour groups.
- Sell commercial operator permits, report and record all revenues collected for the sale of Ground Transportation permits, and update insurance and address changes.
- Monitor all Ground Transportation lots.
- Monitor all Airport roadway systems, drives, and third floor Ground Transportation operations.
- Ensure efficient traffic flow in Ground transportation traffic lanes.
- Dispatch commercial carriers.
- Use proper radio communication with Agents, GSRs, Supervisors, and Management.
- Record and maintain Daily Activity Log.
- Answer Ground Transportation questions and give directions.
- Make recommendations for and carry-out snow/emergency plans in relation to Landside Operations.
- Monitor working order of Ground Transportation equipment and report maintenance requests if needed.
- Other duties as assigned within the scope of Agent and GSR general duties except in case of emergencies in which case employee may be assigned additional duties outside his or her job scope.
- Make recommendations to management for improvement in operations, procedures, and customer service.
- Resolve conflicts and disputes between commercial operators in the presence of a Supervisor if requested by an operator.
- Provide one-stop customer service for travelers leaving the airport
- Promote the Seattle area by offering information and options to travelers with lay-overs, lack of plans
- Provide information on events/attractions, shopping, conventions, etc.
- Give immediate answers to minor requests and challenges
- Welcome and coordinate special interest groups
- Provide extraordinary customer service to all airport passengers
- Assist with passenger flow to ensure safe movement of travelers
- Provide directions and answer a variety of airport related questions

For the Port:

For the Union:



APPENDIX C

I.L.W.U. Local 9

SUBMISSION OF GRIEVANCE

Grieving Party: _____

Supervisor _____

Date of Filing with Port* _____

Port Representative Receiving Filing _____

Date of Filing with Union* _____

Union Representative Receiving Filing _____

****This grievance shall not be considered filed until a copy has been delivered by the grieving party to both the Union and to the Port.***

Date of Occurrence _____

Type of Occurrence _____

Location/ Work Unit _____

Contract Article(s) Affected _____

Remedy Sought _____

Grievance Report: (Attach additional sheet if necessary)

Other Parties cc'd _____

For the Port:

For the Union: