



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8k

ACTION ITEM

Date of Meeting December 13, 2022

DATE: November 30, 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 Brotherhood of Teamsters, Local 117, representing Police/Fire Communication Specialists**

Total Port Cost Increase for the Duration of the Agreement: \$694,120

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 Brotherhood of Teamsters, Local 117, representing Police/Fire Communication Specialists 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 117, representing Police/Fire Communication Specialists and the Port of Seattle resulted in a fair collective bargaining agreement consistent with Port's priorities.

There are currently fifteen (15) Police/Fire Communication Specialists employed at the Port of Seattle who are assigned to the 911 emergency call center at the Port of Seattle Police Department. Police/Fire Communication Specialists respond to and dispatch emergency calls in the 911 emergency call center of the Port Police Department.

This agreement is for three years covering the period from January 1, 2022 through December 31, 2024. The estimated total additional cost for wages and benefit increases is \$689,233. The estimated additional cost per year of the contract is: year one, \$113,751; year two, \$250,924, and year three \$324,558.

The cost is based upon an eight percent (8.0%) wage increase in year one of the agreement; a Cost-of-Living increase, plus an additional two and one tenths percent (2.1%) increase in wages, in year two of the agreement; and a Cost-of-Living increase, plus an additional one percent (1.0%) increase in wages, in three of the agreement.

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The cost also consists of a health insurance increase of 4.7% in year two of the agreement and an estimated 3% increase in health insurance in year three of the agreement.

Other additions to the agreement consist of establishing a procedure for a voluntary employee contribution to the Teamsters Democratic, Republican, Independent, Voter Education (DRIVE) program; an addition to the Equal Employment Opportunity provision wherein both the Port and the Union commit to promoting equity, diversity and inclusion in the workplace; modification of the jury duty compensation procedure in which employees are no longer required to remit any payment from the court to the Port payroll department; the inclusion of aunts and uncles in the definition of the immediate family under the Bereavement Leave provision of the agreement; modification of the Vacation provision that specifies that only those employee who have completed training are eligible for vacation bidding and that non-bid vacation commences ten days after the vacation bidding process has concluded.

The holiday provision was modified to reflect a limit on holiday hours being cashed out in the first cash out period, June, and that holiday hours will only be reported to the Department of Retirement Services if used. The Port’s contribution to the Pacific Coast Benefit Trust will increase from \$1.40 per compensated hour to \$1.50 per compensated hour effective the third year of the agreement. Employees in the bargaining unit medical premium contributions will increase from \$125 per month to \$150 per month effective in year three of the agreement.

Other additions include the adoption of Washington paid sick leave law language in compliance with state law; and an acknowledgement that the Port will comply with State law when information is being requested from a bargaining unit members personnel file based on a public records request.

JUSTIFICATION

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

DETAILS

Term of the Agreement

Retroactive to January 1, 2022, through December 31, 2024.

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FINANCIAL IMPLICATIONS

Wages

Classification	Current Rate	Effective 1/1/22 Base Hourly Rate (+8.0%)	Effective 1/1/ Base Hourly Rate (+6% Estimated COLA + 2.1%)	Effective 1/1/19 Base Hourly Rate (+3% Estimated COLA) + 1.0%
Communication Specialists	\$29.59	\$31.96	\$34.55	\$35.93

Wage

Employees were provided with an eight percent (8.0%) wage increase in the first year of the agreement; a cost-of-living increase in year two of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October to October Index, plus an additional two and one-tenths percent (2.1%) above the CPI-U; and a cost-of-living increase in year three of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October to October Index, plus an additional one percent (1.0%) above the CPI-U.

Health and Welfare

Members of the bargaining group are currently enrolled in Teamsters Medical Plan A where they are contributing one hundred twenty-five dollars (\$125) per month toward the cost of their medical insurance. The contract provides for an increase in the amount of premium share paid by employees of twenty-five dollars (\$25) in year three of the agreement. Total employee medical contribution will therefore consist of employees contributing one hundred fifty dollars (\$150) in year three of the agreement.

Pension

Members of the bargaining group are enrolled in the Pacific Coast Supplemental Pension Plan where the Port currently contributes an amount of \$1.40 per compensated hour. This amount will increase by ten cents (\$0.10) in year three of the agreement for a total Port contribution of one dollar and fifty cents (\$1.50) per compensated hour.

Holiday

Employees are provided with a pool of one hundred fifty (150) leave hours that are not tied to specific Port holidays. Employees will be permitted to cash out leave holiday hours twice a year, June and December, with a limit of not more than seventy-hours being allowed for an employee to cash out in June. Also, only holiday hours that are used will be reported to the Department of Retirement Service.

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Other Changes

- Modification to the Sick Leave provision in accordance with the Washington State Paid sick leave law.
- Equal Employment Opportunity modified to reflect the Port and Union’s commitment to diversity, equity, and inclusion.
- Modification of the definition of immediate family for bereavement leave to include Aunts and Uncles.
- Personal File – Public Records request for information in employee’s personnel file administered in accordance with RCW 42.56.250 (12).
- Procedure established for Voluntary employee contribution to DRIVE.
- Modification to the vacation bidding process.

Cost Impact \$	Year 1	Year 2	Year
Pay	\$96,366	\$105,352	\$56,243
Benefits	\$17,384	\$31,822	\$17,390
Total New Money	\$113,751	\$137,174	\$73,633
Total Cumulative Cost	\$113,751	\$250,924	\$324,558

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$689,233.

ATTACHMENTS TO THIS REQUEST

1. Collective Bargaining Agreement between the Port of Seattle and the International Brotherhood of Teamsters, Local 117, representing Police/Fire Communications Specialists assigned to the Port of Seattle Police Department, covering the period from January 1, 2022, through December 31, 2024.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None