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COMMISSION

AGENDA MEMORANDUM Item No. 8c

ACTION ITEM Date of Meeting April 11, 2023

DATE: April 5, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Mikel O'Brien, 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, Teamsters, Representing Non-Sworn Communication Supervisors

Total Port Cost Increase for the Duration of the Agreement: \$90,492

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement between the Port of Seattle and the International Brotherhood of Teamsters, Local 117, representing Non-Sworn Communication Supervisors at the Police Department for the Port of Seattle covering the period from January 1, 2023, through December 31, 2025.

EXECUTIVE SUMMARY

Good faith bargaining between the International Brotherhood of Teamsters, Local 117, representing Non-Sworn Communication Supervisors and the Port of Seattle resulted in a fair collective bargaining agreement consistent with the Port's priorities.

There are currently three (3) Non-Sworn Communication Supervisors, and one vacant position, employed at the Port of Seattle who are assigned to the Port of Seattle Police Department. Non-Sworn Communication Supervisors are assigned to the Port of Seattle Police Department and supervise the Police/Fire Communications Specialists in the 911 call Center.

This agreement is for three years covering the period from January 1, 2023, through December 31, 2025. The estimated total additional cost for wages and benefit increases is \$90,492.

The estimated cumulative cost per year of the contract is: year one, \$42,780; year two, \$26,059 and year three, \$21,653.

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The cost is based upon a Cost of Living increase in year one of the agreement, plus an additional three percent (3.0%); a Cost of Living increase in year two of the agreement, plus an additional two percent (2.0%); and a Cost of Living increase in year three of the agreement, plus an additional one percent (1.0%).

The cost also consists of a 4.3% increase in health insurance in year one of the agreement and an estimated 4.0% increase in health insurance in years two and three of the agreement.

Other additions to the agreement consist of 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; an addition to the hours of work section of the agreement that specifies that work schedules shall be selected annually by seniority no later than December 15th.

The holiday provision was modified to reflect a pool of holiday hours with 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. Employees in the bargaining unit medical premium contributions will increase from \$125 per month to \$150 per month effective in year two of the agreement. The longevity provision in the agreement was adjusted to allow employees to receive longevity credit for the duration of their employment with the Port.

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 bargain wages, hours and

conditions of employment with the exclusive bargaining representative designated by the employees.

DETAILS

Term of the Agreement

Retroactive to January 1, 2023, through December 31, 2025.

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FINANCIAL IMPLICATIONS

Wages

Classification Service Time Effective Effective Effective 1/1/25

1/1/23 1/1/24 Base Hourly Rate

Base Base (Estimated 3.0% COLA)

Hourly Rate Hourly Rate + 1.0%

(COLA) + (Estimated

3.0% +3.0% COLA)

+ 2.0%

Non-Sworn Entry \$50.25 \$52.76 \$54.86

Communications

Supervisor

1 Year \$53.04 \$55.69 \$57.91

2 Year \$55.83 \$58.62 \$60.96

Employees were provided with a Cost of Living increase in year one of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October 2021 to October 2022 Index (effective January 1, 2023), plus an additional three percent (3.0%) increase; an estimated 3.0% Cost of Living increase in year two of the agreement based on the Seattle/Tacoma/Bellevue CPIU (All Urban Consumers) October 2022 to October 2023 Index (effective January 1, 2024), plus an additional two percent (2.0%) increase; and an estimated 3.0% Cost of Living increase in year three of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October 2023 to October 2024 Index (effective January 1, 2025), plus an addition one percent (1.0%) increase.

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 two of the agreement. Total employee medical contribution will therefore increase to one hundred fifty dollars (\$150) per month effective in year two of the agreement.

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Holiday

Employees will be 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 holiday leave hours twice a year, June and December, with a limit of not more than seventy (70) 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.

Longevity

Employees in the bargaining unit only received Longevity credit based on their time in the bargaining unit. The longevity provision has been modified to allow for longevity credit to include the entire time the employee has been employed with the Port.

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
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administered in accordance with RCW 42.56.250 (12).

Cost Impact \$ Year 1 Year 2 Year 3

Pay \$33,841 \$20,728 \$16,185

Benefits \$8,939 \$5,331 \$5,468

Total New Money \$42,780 \$26,059 \$21,653

Total Cumulative \$42,780 \$68,839 \$90,492

Cost

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$90,492.

ATTACHMENTS TO THIS REQUEST

(1) Collective Bargaining Agreement

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PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None