



## COMMISSION REGULAR MEETING AGENDA

June 13, 2023

To be held virtually via MS Teams and in person at the Port of Seattle Headquarters Building – Commission Chambers, Pier 69, 2711 Alaskan Way, Seattle WA. 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 486 434 617#

### 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

#### 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, June 13, 2023. (**Please be advised that public comment is limited to topics related to the conduct of the Port 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 May 23, 2023 and Special Meeting of May 23, 2023.  
**(no enclosure) (p.4)**
- 8b. Approval of the Claims and Obligations for the Period May 1, 2023, through May 31, 2023, Including Accounts Payable Check Nos. 948280 through 948658 in the Amount of \$8,021,248.56; Accounts Payable ACH Nos. 054771 through 055597 in the Amount of \$48,648,114.68; Accounts Payable Wire Transfer Nos. 016059 through 016079 in the Amount of \$14,979,904.64; Payroll Check Nos. 206876 through 207267 in the Amount of \$151,653.27; and Payroll ACH Nos. 1135452 through 1139913 in the Amount of \$14,156,779.23, for a Fund Total of \$85,957,700.38. **(memo enclosed) (p.11)**
- 8c. Monthly Notification of Prior Executive Director Delegation Actions May 2023.  
**(memo enclosed – No action, for information only) (p.14)**
- 8d. Authorization for the Executive Director to Execute a Contract for Up to Five Years for Management and Operation of the Lost and Found Service at Seattle-Tacoma International Airport with an Estimated Value of \$7,000,000. **(memo and presentation enclosed) (p.17)**
- 8e. Commission Authorization Under the Revised Code of Washington RCW 53.19 for Competition Waiver Authorizing the Port to Specify Local Non-Profit HistoryLink as the Writer, Designer, and Publisher of an SEA Airport 75th Anniversary Edition of “Rising Tides and Tailwinds” in the Amount of \$136,000.  
**(memo enclosed) (p.27)**
- 8f. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement 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, 2023, through May 31, 2026..  
**(memo and agreement enclosed) (p.31)**
- 8g. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and Teamsters Local 117 representing Rental Car Facility Bus Drivers in our Aviation Landside Operations Department, Covering the Period from March 15, 2023, through March 14, 2026.  
**(memo and agreement enclosed) (p.71)**
- 8h. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement 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, 2023, through May 31, 2026.  
**(memo and agreement enclosed) (p.108)**

8i. Authorization for the Executive Director to Execute a New Memorandum of Understanding Between the Seattle Building and Construction Trades Council and its Affiliated Union, the International Union of Painters and Allied Trades District Council 5, Local Union No. 1094, Representing Sign Painters Employed at Aviation and Marine Maintenance Covering the Period from January 29, 2023, through December 31, 2023. ([memo](#) and [agreement](#) enclosed) (p.149)

8j. (Number Not Used.)

8k. Commission Determination that a Competitive Process is Not Appropriate or Cost-Effective and Exempting the Contract from a Competitive Process Consistent with RCW 53.19.020; and Authorization for the Executive Director to Execute a Contract with 21st Century Policing, LLC to Provide Expert Services for Reviewing and Reporting on the Progress of Implementing Policing Assessment Recommendations, for a Contract Total of Not-to-Exceed \$120,000 Over a Four-Year Period, and a Total Estimated Project Cost of \$349,350. ([memo](#) enclosed) (p.152)

## 10. NEW BUSINESS

10a. Order No. 2023-08: An Order to Pilot a Program with Transportation Network Companies that Allows Drivers to Enter the Queue to Pick Up Customers at SEA Near the Airport and to Deliver a Design for the Construction of a Sheltered Area at the S. 160th Lot in SeaTac. ([order](#) enclosed) (p.157)

10b. Authorization for the Executive Director to Approve Additional Funding in the Amount of \$6,000,000 for Construction of the Pier 66 Cruise Shore Power Project and to Award and Execute a Contract with the Lowest Responsible Bidder and to Enter into all Final Agreements to Support the Project, Including Agreements with Tribes. (CIP# C800120) ([memo](#) and [presentation](#) enclosed) (p.159)

## 11. PRESENTATIONS AND STAFF REPORTS

11a. 2022 Workforce Development Annual Report. ([memo](#) and [presentation](#) enclosed) (p.175)

11b. 2022 Apprenticeship and Priority Hire Annual Report. ([memo](#) and [presentation](#) enclosed) (p.206)

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

## 13. ADJOURNMENT



P.O. Box 1209  
Seattle, Washington 98111  
www.portseattle.org  
206.787.3000

**APPROVED MINUTES  
COMMISSION REGULAR MEETING  
MAY 23, 2023**

The Port of Seattle Commission met in a special meeting Tuesday, May 23, 2023. The meeting was held at the Seattle-Tacoma International Airport Conference Center, located at 17801 International Blvd, Seattle WA, Mezzanine Level, Seattle, Washington, and virtually on Microsoft Teams. Commissioners Calkins, Cho, Hasegawa, and Mohamed were present. Commissioner Felleman were absent and excused from the meeting. Commissioner Cho was absent and excused from the Executive Session and exited the Regular meeting at 12:55 p.m.

**1. CALL to ORDER**

The meeting was convened at 10:35 a.m. by Commission Vice-President Toshiko Hasegawa.

**2. EXECUTIVE SESSION pursuant to RCW 42.30.110**

The public meeting recessed into executive session to discuss one matter regarding litigation/or potential litigation/or legal risk, per RCW 42.30.110(1)(i) for approximately 30 minutes, with the intention of reconvening the public session at 12:00 p.m. Following the executive session, the public meeting reconvened at 12:02 p.m. Commission Vice-President Hasegawa led the flag salute.

**3. APPROVAL of the AGENDA**

The agenda was approved as presented without objection.

**In favor: Calkins, Hasegawa, and Mohamed (3)**

**Opposed: (0)**

**4. SPECIAL ORDERS OF THE DAY**

**4a. Proclamation: Supporting SEA Workers' Access to Quality Jobs.**

Requested documents included a proclamation.

Presenter(s):

Vy Nguyen, Commission Office Strategic Advisor, Commission Office

Clerk Hart read Item 4a into the record.

Interim Deputy Executive Director Stephanie Jones Stebbins introduced the item and presenters.

Vy Nguyen, Commission Strategic Advisor, read the proclamation into the record.

Members of the Commission spoke in support of access to adequate benefits including health care and retirement benefits; investment in employees and worker retention; and making a clear statement of the Port's position on the issue.

**The motion, made by Commissioner Mohamed, carried by the following vote:**

**In favor: Calkins, Cho, Hasegawa, and Mohamed (4)**

**Opposed: (0)**

**4b. Proclamation: May 2023 - Asian American Native Hawaiian Pacific Islander (AANHPI) Heritage Month**

Requested documents included a proclamation.

Presenter(s):

Bookda Gheisar, Senior Director, Office of Equity, Diversity, and Inclusion

Faye Sripranaratanakul, ASSOC Process Improvement Program Manager, Office of Strategic Initiative

Naomi Kalalau, Administrative Assistant, AV Project Management Group

Piikea Ryan, Administrative Assistant, Engineering Administration

Andrew Khouw, Indoor Navigation Program Manager, Airport Innovation

Clerk Hart read Item 4b into the record.

Interim Deputy Executive Director Stephanie Jones Stebbins introduced the item and presenters.

Bookda Gheisar, Senior Director of the Office of Equity, Diversity, and Inclusion spoke regarding the significance of the AANHPI community.

Members of the Port's HAPI employee resource group read the proclamation into the record.

Members of the Commission spoke acknowledging leaders in the AANHPI community; impacts made through these leaders during the civil rights movement and through advocacy since; the need to uplift communities of color; and the honor of having the first Asian American Commission President and Vice-President in the history of the Port. Geopolitical tensions and the increase in anti-Asian hate in our region was also addressed with the reminder that it is important to make our community a welcoming community.

**The motion, made by Commissioner Mohamed, carried by the following vote:**

**In favor: Calkins, Cho, Hasegawa, and Mohamed (4)**

**Opposed: (0)**

**5. EXECUTIVE DIRECTOR'S REPORT**

Interim Deputy Executive Director Stephanie Jones Stebbins previewed items on the day's agenda and made general and meeting-related announcements.

## **6. COMMITTEE REPORTS**

Commission Strategic Advisor Erica Chung provided committee reports.

### Waterfront and Industrial Lands Committee

On May 15, 2023, Commissioners Felleman and Calkins convened the Waterfront and Industrial Lands Committee. The Committee received a briefing on the City of Seattle's Industrial Lands Zoning, which is under consideration at the Seattle City Council. Commissioners Felleman and Calkins plan to testify at the City Council hearing on May 24, 2023. The Committee also received an update from the Port's External Relations Office regarding potential future uses of Pier 48 and the WOSCA site, which are owned by WSDOT. It was noted that the Legislature took no action on either site during the 2023 session.

### Sustainability, Environment, and Climate Committee

On May 16, 2023, Commissioners Hasegawa and Felleman convened the Sustainable, Environment, and Climate Committee. During the meeting, they received a briefing on the Seattle Waterfront Clean Energy Strategy that is anticipated towards the end of this year. The strategy offers a roadmap for clean energy infrastructure investments to deploy zero emissions technologies and in increasing energy resilience. The Committee also received a briefing on the Municipal Solid Waste (MSW) to Sustainable Liquid Fuel Study and Communication Strategy. The study with final recommendations is anticipated at the end of June, after which time, the report findings will be communicated to the Port Commission, King County committees, and the public.

### Joint Advisory Committee

The Joint Advisory Committee (JAC) met on May 16, 2023, with Commissioners Mohamed and Felleman participating. The JAC discussed the interlocal agreement (ILA) recommendation from SeaTac Manager Carl Cole and Aviation Managing Director Lance Lyttle. A memo of the ILA provisions and financial details will be sent to the Commission in support of the discussion to continue with the current term of the ILA and not open for negotiations. Discussion centered on North SeaTac Park. The Port expressed its support of SeaTac determining its feasibility to acquire any of the property within its current lease with the Port. The Port shared some of the factors due to federal obligations on the park property that will inform the evaluation by the City. The Port and SeaTac are working on a joint statement to communicate next steps to the public.

**7. PUBLIC COMMENT**

Public comment was received from the following individual(s):

- The following people spoke in support of cruise tourism: Nick Jackal, Downtown Seattle Association and Brad Jones, Executive Director of Visit Bellevue.
- The following people spoke in support of Agenda Item 4a, supporting SEA Workers' access to quality jobs: Zenia Javaler; Bruce Butali, and Nancy Kibocha, representing SEIU6.
- The following person spoke in support of Aviation Maintenance Technicians at SEA: Matt Vreeman, Delta Airlines.
- The following person spoke in support of Agenda Item 8b, an Interlocal Agreement with Highline Public Schools: Bernard Koontz, Executive Director.
- In lieu of spoken comment, written comment was submitted by Christine Larson, supporting the creation of a direct and safe downtown waterfront trail on the waterside of the street that provides a convenient, safe, and intuitive experience for everyone.

*[Clerk's Note: All written comments are combined and attached here as Exhibit A.]*

**8. CONSENT AGENDA**

*[Clerk's Note: Items on the Consent Agenda are not individually discussed. Commissioners may remove items for separate discussion and vote when approving the agenda.]*

**8a. Approval of Minutes of the Special Meeting of May 9, 2023.**

**8b. Authorization for the Executive Director to Sign an Interlocal Agreement with Highline Public Schools, Maritime High School, to Support the Work of Instructional Design Plans Demonstrating a Maritime-Focused Curriculum in the Amount of \$250,000.**

Request document(s) included an agenda memorandum, agreement, and presentation.

**8c. Authorization for the Executive Director to Prepare Design and Construction Bid Documents for the Boiler Room Upgrades Project; to Utilize Port of Seattle Crews to Support Design and Pre-Construction Activities, in the Amount of \$1,479,000 and an Estimated Total Project Cost Not-to-Exceed \$4,839,000. (CIP# C801230)**

Request document(s) included an agenda memorandum and presentation.

**8d. Authorization for the Executive Director to Take All Steps Necessary to Complete the 3rd Floor Ground Transportation Booth Enhancements Project at Seattle-Tacoma International Airport, in the Amount of \$2,941,000 and a Total Authorization Amount of \$3,181,000. (CIP# C801128)**

Request document(s) included an agenda memorandum and presentation.

**8e. Authorization for the Executive Director to Proceed with Design and Construction for the Potable Water Box Replacement Project and to Advertise and Execute a Major Works Construction Contract in the Amount of \$2,497,000 and a Total Estimated Project Cost Not-to-Exceed \$2,547,000. (CIP# C801187).**

Request document(s) included an agenda memorandum.

- 8f. Authorization for the Executive Director to Execute Two Professional Services Indefinite Delivery, Indefinite Quantity Contracts to Perform Environmental Site Support Services (Environmental Monitoring and Hazardous Waste Support to Construction Projects) with a Total Value of \$6,000,000 and a Contract Ordering Period of Five Years.**

Request document(s) included an agenda memorandum.

- 8g. Approval of Commission International Travel – Supplemental Second Quarter 2023 and Third Quarter 2023 Requests.**

Request document(s) included an agenda memorandum.

- 8h. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Teamsters, Local 763, Representing Police Commanders at the Police Department for the Port of Seattle Covering the Period from January 1, 2022, through December 31, 2024.**

Request document(s) included an agenda memorandum and agreement.

**The motion for approval of consent agenda items 8a, 8b, 8c, 8d, 8e, 8f, 8g, and 8h carried by the following vote:**

**In favor: Calkins, Hasegawa, and Mohamed (3)**

**Opposed: (0)**

**10. NEW BUSINESS**

There were no New Business items.

**11. PRESENTATIONS AND STAFF REPORTS**

**11a. 2023 State Legislative Session Report.**

Presentation document(s) included an agenda memorandum, letter, and presentation.

Presenter(s):

Pearse Edwards, Senior Director, External Relations  
Eric Ffitch, Executive Director, Washington Public Ports Association  
Trent House, Trent M House Government Affairs  
Brooke Davies, Trent M House Government Affairs  
Janice Zahn, Director of Engineering, Engineering General Services

Commission Clerk Michelle Hart read Item 11a into the record.



Interim Deputy Executive Director Stephanie Jones Stebbins introduced the item.

The presentation overviewed:

- the three budgets adopted – transportation, operating, and capital;
- decarbonization legislation – 2:1 match, middle housing, and gun control all passed;
- Port priority items including sustainable aviation fuels, sex trafficking victims resource centers, childcare, and middle housing; and
- additional items that need more work such as tourism funding.

Members of the Commission also heard from Eric ffitch, Executive Director of the Washington Public Ports Association (WPPA) who addressed statewide port priorities, including a decarbonization grant program; a clean energy siting bill; an antitrust bill and relevance to the Northwest Marine Trade Association; sustainable aviation fuel; and a plastic pollution bill.

Discussion ensued regarding:

- attracting tourism;
- electrification dollars for competitive grants;
- community resiliency plans and emission reductions; and
- if there are active negotiations for the development of sustainable aviation fuels.

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

Members of the Commission made closing comments, including a report from Commission Vice-President Hasegawa regarding her recent Scotland study mission. Members of the Commission recognized Interim Deputy Executive Director Stephanie Jones Stebbins for her leadership in standing in for Executive Director Metruck during the meeting and serving in the interim position.

**13. ADJOURNMENT**

There was no further business and the meeting adjourned at 2:13 p.m.

Prepared:

Attest:

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Michelle M. Hart, Commission Clerk

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Fred Felleman, Commission Secretary

Minutes approved: June 13, 2023



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**APPROVED MINUTES  
COMMISSION SPECIAL MEETING**

**MAY 23, 2023**

The Port of Seattle Commission met in a special meeting Tuesday, May 23, 2023. The meeting was held at the Seattle-Tacoma International Airport Conference Center, located at 17801 International Blvd, Seattle WA, Mezzanine Level, Seattle, Washington. Commissioners Calkins, Hasegawa, and Mohamed were present. Commissioners Cho and Felleman were absent and excused from the meeting.

**CALL to ORDER**

The special meeting was called to order at 3:00 p.m. by Commission Vice-President Toshiko Hasegawa, for the purpose of holding a Round Table format to discuss worker retention and recruitment.

Recruitment and retention efforts were highlighted, as well as current openings and current applicants. Issues regarding recruitment and retention were discussed; input on issues from the workers' point of view was received; and what businesses can do to increase efforts was considered.

**ADJOURNMENT**

There being no further business, the special meeting adjourned at 4:30 p.m.

Prepared:

Attest:

\_\_\_\_\_  
Michelle M. Hart, Commission Clerk

\_\_\_\_\_  
Fred Felleman, Commission Secretary

Minutes approved: June 13, 2023.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

Item No. 8b

**ACTION ITEM**

Date of Meeting June 13, 2023

**DATE:** June 2, 2023  
**TO:** Steve Metruck, Executive Director  
**FROM:** Eloise Olivar, AFR Senior Manager Disbursements  
**SUBJECT:** **Claims and Obligations –May 2023**

**ACTION REQUESTED**

Request Port Commission approval of the Port Auditor’s payment of the salaries and claims of the Port pursuant to RCW 42.24.180 for payments issued during the period May 1<sup>st</sup> through 31<sup>st</sup>, 2023 as follows:

<b>Payment Type</b>	<b>Payment Reference Start Number</b>	<b>Payment Reference End Number</b>	<b>Amount</b>
Accounts Payable Checks	948280	948658	\$ 8,021,248.56
Accounts Payable ACH	054771	055597	\$ 48,648,114.68
Accounts Payable Wire Transfers	016059	016079	\$ 14,979,904.64
Payroll Checks	206876	207267	\$ 151,653.27
Payroll ACH	1135452	1139913	\$ 14,156,779.23
<b>Total Payments</b>			<b>\$ 85,957,700.38</b>

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

**OVERSIGHT**

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

Meeting Date June 13, 2023

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

For the month of May 2023, over \$71,649,267.88 in payments were made to nearly 750 vendors, comprised of 2,460 invoices and over 9,743 accounting expense transactions. About 91 percent of the accounts payable payments made in the month fall into the Construction, Employee Benefits, Payroll Taxes, Leasehold Taxes, Contracted Services, Janitorial Services, Utility Expenses, Sales Taxes, Maintenance Inventory and Legal. Payroll expenses for the month of May were \$14,308,432.50.

**Top 15 Payment Category Summary:**

<b>Category</b>	<b>Payment Amount</b>
Construction	30,435,525.76
Employee Benefits	10,323,495.11
Payroll Taxes	5,773,895.09
Leasehold Taxes	4,891,434.55
Contracted Services	4,861,662.64
Janitorial Services	2,984,568.08
Utility Expenses	2,617,670.21
Sales Taxes	1,451,356.26
Maintenance Inventory	1,039,336.30
Legal	1,008,818.79
Room/Space/Land Rental	767,943.76
Software	705,415.42
Parking Taxes	632,218.29
Computers & Telephone	585,717.86
Equipment Maintenance	496,097.50
<b>Other Categories Total:</b>	<b>3,074,112.26</b>
<b>Net Payroll</b>	<b>14,308,432.50</b>
<b>Total Payments:</b>	<b>\$85,957,700.38</b>

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

  
\_\_\_\_\_  
**Lisa Lam/Port Auditor**

At a meeting of the Port Commission held on June 13, 2023, it is hereby moved that, pursuant to RCW 42.24.180, the Port Commission approves the Port Auditor’s payment of the above salaries and claims of the Port:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Port Commission**

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM  
FOR INFORMATION ONLY**

**Item No.** 8c  
**Date of Meeting** June 13, 2023

**DATE:** June 13, 2023  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Stephanie Jones Stebbins, Interim Deputy Executive Director

**SUBJECT: Monthly Notification of Prior Executive Director Delegation Actions May 2023**

**APPROVAL SUMMARY**

Notification of the following Executive Director delegated approvals that occurred in May 2023.

<b>Category of Approval</b>	<b>Request#</b>	<b>Description of Items Approved May 2023</b>	<b>Amount</b>
Projects & Associated Contracts	456-2023	Add 6 biometric air exit cameras for 6 QX gates on the C concourse	\$83,500.00
Projects & Associated Contracts	528-2023	Request Executive Officer Approval to execute an On-Call Contract for Electrical Assessments and Maintenance	\$1,625,000.00
Projects & Associated Contracts	622-2023	Energy Management System Project Amendment	\$350,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	593-2023	Authorization for compactor maintenance and repair contract	\$800,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	617-2023	Janitorial Services for Pier 69	\$1,800,000.00

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Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	620-2023	Fluorine-Free Foam and Fire Truck Cleaning	\$600,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	626-2023	Contract Authorization for a 5-year IDIQ to delivery WiFi Scanning Services	\$1,000,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	653-2023	Authorization to pay three years of PeopleSoft maintenance for Financial and Human Capital Management Systems	\$1,950,000.00
Real Property Agreements	N/A	No Approvals in May	
Utilization of Port Crews	N/A	No Approvals in May	
Sale of Surplus Port Property	N/A	No Approvals in May	
<b>Total Value of Executive Director Approvals</b>			<b>\$8,208,500.00</b>

**TRANSPARENCY:**

In approving the delegations for the Executive Director, the Commission requested that staff ensure transparency as it is paramount moving forward. As a result, staff will make approvals visible to the public in two ways. First, these types of approvals will be made visible in public Commission meetings via monthly reporting similar to this one. This approval is both timed and designed to be visible in a similar manner to the monthly Claims and Obligations reporting. Second, staff will publish these delegations to the web by publishing them in a PeopleSoft formatted report on the Port website in the same manner that all procurements, contracts, and other opportunities are made available to public communities.

**BACKGROUND:**

On January 24, 2023, the Commission approved and adopted Resolution No. 3810 that repealed related prior resolutions and increased the previously delegated Commission authority to the Executive Director and provided clarity in process directives to port staff. The approval made the Delegation of Responsibility and Authority to the Executive Director (DORA) effective on

Meeting Date: June 13, 2023

April 3, 2023, and the approvals made by the Executive Director for the month of April are identified in the table above.

The foundation for Resolution No. 3810 included significant data analysis, employee surveys, and internal audit recommendation. Resolution No. 3810 also aligns with the Port Century Agenda in that it helps make the Port a more effective public agency. Many considerations and checks and balances have been built into the associated processes of Executive Director approvals including a high bar of transparency.

Following significant analysis and multiple Commission reviews, the Commission approved the DORA on January 24, 2023. That reporting memo is available for review on the Port website under the January 24, 2023, Commission public meeting, and it provides detailed reasoning and explanation of Resolution No. 3810.

**RETURN TO AGENDA**





**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8d

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE:** June 6, 2023

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

**FROM:** Julie Collins, Director, Customer Service & Brand Strategy  
Jim Peterson, Senior Manager, Customer Experience

**SUBJECT: Contract for Management and Operation of Lost and Found Center at Seattle-Tacoma International Airport**

**Amount of this request:** \$7,000,000

**Total estimated project cost:** \$7,000,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute a contract for up to five years for management and operation of the Lost and Found service at Seattle-Tacoma International Airport with an estimated value of \$7,000,000.

**EXECUTIVE SUMMARY**

The Lost and Found at Seattle-Tacoma International Airport serves a crucial airport operational need and provides a valuable service to airport customers. The single, centralized Lost and Found operation provides a one-stop service for customers and airport employees and eliminates the need for other airport partner organizations, like the Transportation Security Administration, and airlines to offer duplicate services.

Approval of this request will ensure that the Port of Seattle continues to provide a Lost and Found center at SEA Airport. This request supports the Commission’s Century Agenda to create a business opportunity and job creation.

**JUSTIFICATION**

Since 2019, the SEA airport Lost and Found has received approximately 77,000 items. The staff has maintained a positive record to provide outstanding service to customers and has achieved an average 86% recovery rate during the last four years to reunite customers with lost or left-behind items. In compliance with Washington state laws, Lost and Found staff securely stores lost items for 30 days before disposition. Unclaimed items are donated to local registered charitable organizations. High-value unclaimed items are transferred to the Port of Seattle Police

Meeting Date: June 13, 2023

Department who auction them off and deposit proceedings in the Port’s Airport Development Fund.

The Lost and Found office at SEA Airport complies with the provisions of the revised code of Washington State (RCW), Chapter 63.21 Lost and Found property. The operation consists of the full range of services from finder responsibilities when wishing to claim property if unclaimed by the owner; search for recorded owner; contacting owners and returning lost property to owners, and disposal of unclaimed items if unclaimed by owner. The Lost and Found operation must maintain adequate controls, accountability, and adherence to established state laws, policies and procedures.

**DETAILS**

In April 2019, the Port of Seattle Commission awarded a contract to manage and operate the SEA Lost and Found center to Hallmark-Aviation Services. The competitively bid contract was for \$4.5M with a term of five years, through April, 15, 2024.

The value of this contract authorization (\$7M) reflects market conditions, and increased cost of labor.

***Scope of Work***

The Lost and Found center receives lost or left behind items found in the airport terminal (including items left at TSA checkpoints), parking garage, on rental car buses, and on the airport drives. The airlines at SEA Airport manage lost items that are left on aircraft and lost or misrouted baggage.

SEA Airport Lost and Found staff interact with customers who visit the center, located on the baggage level, on the telephone, and with customers who contact the center through the Port website and through email.

***Project Objectives:***

- Maintain compliance with RCW 63.21 Lost and Found Property.
- Maintain reliable Lost and Found service to customers and to airport business partners.
- Assist the Transportation Security Administration, Port of Seattle Police Department and commercial airlines at the Airport in handling lost and found items on their behalf.
- Utilize a software platform that makes it easier and faster for owners to be reunited with their lost items. Platform features include lost item management, easy shipment options, and advance image and text recognition technologies for easy item registration and item matching capabilities.
- Maintain the Lost and Found operating hours of 8:00 a.m. to 6:00 p.m., seven days a week.

Meeting Date: June 13, 2023

**FINANCIAL IMPLICATIONS**

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

Contract payments are to be included in the annual operating budget as specific line items in the Aviation Operations Department budget. The funding source is the Airport Development Fund. The total contract cost over the requested five-year contract is estimated to be \$7,000,000.

**ATTACHMENTS TO THIS REQUEST**

(1) Presentation

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

- May 5, 2020 — The Port Commission Audit Committee was briefed on Internal Audit Report No. 2020-01 on Operational Audit Cash Controls, on Airport Lost and Found.
- April 24, 2018 -- The Commission authorized the award of a contract for up to five years for the management and operation of the Lost and Found service at SEA airport. The estimated cost was valued at \$4,500,000.

# The Lost & Found @ SEA Operational Highlights & Business Requirements

Port of Seattle Commission  
June 13, 2023

# SEA Lost & Found

## Operation Overview

- A centralized one-stop location
- Open Daily, 8 a.m. to 6 p.m.
- The Lost & Found accepts items from all over the airport including
  - TSA checkpoints, Police, Terminal Areas
  - Rental car busses, USO, Employee Screening, Tenants
- High volume, 77,000 items since 2019



# SEA Lost & Found

## Operation Overview (continued)

- High Customer Contact
  - In person
  - Telephones
  - Web/email
- A service that matters to customers!
- 86% Recovery Rate (2019-2022)
- Positive Customer Feedback
- Media Interest
  - 2023 features on *National Geographic*, KING-TV, KIRO-TV



# SEA Lost & Found

## Operation Overview *(continued)*

- Unclaimed items are donated to local registered charitable organizations.
  - Seattle Children’s Hospital
  - Lions Eye Institute (glasses)
  - Highline School District
- High value, unclaimed items are transferred to Port Police for auction, proceeds go to Port’s Airport Development fund.



# SEA Lost & Found

## Business & Contract Requirements

- Supports the Century Agenda to create new business opportunity and good job creation.
- Maintain compliance with WA RCW 63.21 Lost and Found Property
- Utilize a software management platform to reunite owners with lost items.
- Adhere to established policies and procedures.
- Comprehensive reporting
- Requires Stringent Operational Controls



The SEA Lost and Found team (Hallmark Aviation Services)



# SEA Lost & Found

## Business & Contract Requirements

- Contract Term: 3-year, + two, one-year options = **5 years**
- Anticipated Contract Start Date: **April 2024**



# Commission Request:

Authorization for the Executive Director to execute a contract for up to five years for the management and operation of the SEA Lost and Found, with an estimated value of \$7M.

[RETURN TO AGENDA](#)



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8e

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE:** May 26, 2023

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

**FROM:** Kathy Roeder, Director of Communications, External Relations

**SUBJECT: Competition Waiver for Rising Tides and Tailwinds Airport 75th Anniversary Edition**

**Amount of this request:** \$136,000.00

**Total estimated project cost:** \$136,000.00

**ACTION REQUESTED**

Request Commission authorization under Revised Code of Washington 53.19 for competition waiver authorizing the Port to specify local non-profit *HistoryLink* as the writer, designer, and publisher of an SEA Airport 75<sup>th</sup> Anniversary edition of “Rising Tides and Tailwinds.”

**EXECUTIVE SUMMARY**

*HistoryLink* wrote and published the original “Rising Tides and Tailwinds” book for the Port’s 100<sup>th</sup> anniversary in 2011. The book comes with an understandable focus on the maritime side of our work, especially given that for the first 40 years of the Port’s history there was no airport.

This anniversary edition will update the cover with an airport focus, include an anniversary edition foreword, and include additional chapters on the opening of the International Arrivals Facility, the formation of the Northwest Seaport Alliance, the coming suite of improvements under Upgrade SEA, new sustainability initiatives, the creation of the Office of Equity, Diversity, and Inclusion, and response to the pandemic.

The Port will use the anniversary edition during a series of celebration events marking the airport’s 75<sup>th</sup> Anniversary. We will continue to use the book for the next several years. The estimated 2,000 item print run will offer extensive opportunities to use the book at domestic and international customer events, in employee engagement, and in community relations. The Port made its first run of “Rising Tides and Tailwinds” last for nearly a decade.

The total cost of the project is estimated to be \$136,000, including writing, design, project management, printing, and delivery.

The project will be funded primarily out of External Relations promotional budget.

Meeting Date: June 13, 2023

### **JUSTIFICATION**

The purpose of this waiver request is to use HistoryLink’s proprietary design and knowledgeable writing staff to efficiently update the book for an anniversary edition. We request a competition waiver because it is not cost effective or reasonable to compete this work.

- **Not cost effective.** Working directly with local nonprofit *HistoryLink* allows us to pick up the book exactly where we left off. *HistoryLink* already has all of the research notes, design layout, the font type, the photography and all of the graphic treatments. It is a significant cost saving to the Port to work with the existing product rather than having a new designer layout the book and the new anniversary edition sections. That process would essentially double the cost of the work. While the Port of Seattle published the book and owns the copyright to it, the final product was published in partnership with History Link. They consider layout and design files to be proprietary items.
- **Not reasonable.** In the initial development of “Rising Tides and Tailwinds” *HistoryLink* was found to be an exceptional, local resource for documentary writing and publishing. *HistoryLink* efficiently combines design, research, and writing under one umbrella. *HistoryLink* is a 501(c)(3) not-for-profit corporation established in 1997 to pioneer innovative approaches to historical research, education, and publishing. Its primary public service activity is production of HistoryLink.org, the free online encyclopedia of Washington state history and the nation’s first original encyclopedia of community history created expressly for the Internet. *HistoryLink* offers historical research and publishing services for organizations with upcoming anniversaries. The services provided by *HistoryLink* include counseling organizations on historical research strategies, conducting historical background and photo research for an organization’s own use, research, design, and publish historical books, and design historical displays for anniversary events. *HistoryLink* has published at least a dozen other similar anniversary style books, making the organization uniquely qualified to expertly update Rising Tides and Tailwinds for the Airport.

### ***Diversity in Contracting***

There are no aspirational goals for this competition waiver.

### **DETAILS**

The Port will use the anniversary edition during a series of celebration events marking the airport’s 75<sup>th</sup> Anniversary. We will continue to use the book for the next several years. The estimated 2,000 item print run will offer extensive opportunities to use the book at domestic and international customer events, in employee engagement, and in community relations. The Port made its first print run of 2,000 copies of “Rising Tides and Tailwinds” last for nearly a decade.

Meeting Date: June 13, 2023

***Scope of Work***

The project entails researching and writing a new chapter to account for major milestones of the last decade, updating the cover and adding more airport photography, adding a special anniversary edition foreword, updating existing copy and photo captions as necessary throughout to adjust for changing circumstances or the opportunity to improve context.

Estimated not to exceed costs for the project and a 2,000-copy print run include:

- Research and Writing: \$25,000
- Editing: \$14,000
- Design: \$14,000
- Management: \$23,000
- Printing: \$60,000

***Schedule***

All research, writing, editing, and design should be completed before January 31, 2024. The book will need to go for printing to be ready for celebration events to begin July 2025.

***Cost Breakdown***

	This Request	Total Project
Research, writing, editing	\$39,000	\$39,000
Design and management	\$37,000	\$37,000
Printing	\$60,000	\$60,000

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

Alternatives to an anniversary edition include producing a video documentary or a shorter printed piece. In fact, we plan to produce a few video documentaries anyway to recognize the 75<sup>th</sup> anniversary.

Video is fleeting, however, and books have lasting power.

The Communications team strongly prefers having a substantive, physical item like a book for anniversary events in 2025 and to use it at customer appreciation and employee recognition events for the next several years.

The costs are higher than the initial research, writing, and editing and print run from 2011. In 2011 we spent \$49,000 to update the Port’s history book. In 2023 we anticipate spending up to \$76,000. In 2011 we spent \$24,000 to print 4,000 copies. Costs for all aspects of printing for small-scale projects have skyrocketed in the last decade.

The 2024 publication will continue a 50-year Port tradition of providing history books on a budget by updating previously published material. The 2011 *Rising Tides and Tailwinds* book was based on a 1976 book published for the Port of Seattle and authored by Padriac Burke, “[A History of the Port of Seattle.](#)”

Meeting Date: June 13, 2023

**FINANCIAL IMPLICATIONS**

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$0	\$136,000	\$136,000
<b>AUTHORIZATION</b>			
Previous authorizations	0	0	0
Current request for authorization	0	136,000	136,000
Total authorizations, including this request	0	136,000	136,000
Remaining amount to be authorized	\$0	\$0	\$0

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8f

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE:** June 6, 2023

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

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

**SUBJECT: New Collective Bargaining Agreement Between the Port of Seattle and Teamsters Local 117 Representing Parking Services Revenue Representatives (PSRR)**

**Additional cost over term:** \$664,552.79

**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, 2023, through May 31, 2026.

**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.

This bargaining unit consists of 22<sup>1</sup> Parking Services Revenue Representatives who provide customer service, cashiering transactions, and inventory control for the Airport’s public parking garage.

This new agreement covers a three-year period from June 1, 2023, through May 31, 2026. The estimated total cumulative additional cost for wages, pension, healthcare, and other benefits is \$664,552.79<sup>2</sup>.

The costs are based upon wage rate increases of 9% in year 1, and an estimated<sup>3</sup> 4.5% in each of years 2 and 3, a 3% estimated increase to healthcare premiums, a modest increase to pension

<sup>1</sup> Budgeted for 22 positions (currently 19 filled)

<sup>2</sup> Based upon 22 positions

<sup>3</sup> Years 2 and 3 are each based upon the Seattle/Tacoma/Bellevue CPI-U with a 0% minimum and 6% maximum + 1%

Meeting Date: June 13, 2023

contributions beginning in year 2, and a modest increase to the employee’s monthly healthcare premiums<sup>4</sup>.

**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, 2023, through May 31, 2026.

**FINANCIAL IMPLICATIONS**

**Wages**

<b>PSRR</b>	<b>June 1, 2023</b>
	<b>9%</b>
Entry	\$22.72
After 1 Year	\$23.05
After 2 Years	\$23.60
After 3 Years	\$24.67
After 4 Years	\$25.71
After 5 Years	\$26.76
After 6 Years	\$27.82
After 7 Years	\$28.85
After 8 Years	\$29.90
After 9 Years	\$30.95
After 10 Years	\$31.99

**Medical, Pension, Retirement Medical, PCBT**

- Health Insurance      Teamsters Plan A      Current Monthly Premium      \$1585.60  
    Employee Premium Share      \$115
- Pension                      Teamsters Trust      Employer Hourly Contribution      \$2.96<sup>5</sup>
- Retirement Medical      Teamsters (RWT)      Split Monthly Premium      \$94.85
- Defined Contribution      Teamsters (PCBT)      Employer Hourly Contribution      \$1.35

<sup>4</sup> Currently employees contribute \$115 per month, which will be increased to \$125 at the end of 2024, and \$140 at the end of 2025

<sup>5</sup> Increases to \$3.01 beginning 2024.



Meeting Date: June 13, 2023

<b>Cost Impact \$</b>	<b>Term of Agreement 3 Year</b>
Pay	\$569,112.05
Benefits	\$95,440.75
Total	\$664,552.79

The estimated additional cost of this Agreement to the Port of Seattle over the term of the agreement is \$664,552.79.

**ATTACHMENTS TO THIS REQUEST**

- (1) Collective Bargaining Agreement

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

September 27, 2022—Commission authorization of previous Collective Bargaining Agreement covering Parking Services Revenue Representatives (1 Year Term).

# AGREEMENT

By and Between



**Port of Seattle**

And

**Teamsters Local Union No. 117**

Affiliated with the  
International Brotherhood of Teamsters

**REPRESENTING PARKING SERVICE REVENUE  
REPRESENTATIVES**



**Term of Agreement**

**June 1, 2023 – May 31, 2026**

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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 of 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.

### **ARTICLE 2 - UNION RECOGNITION**

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

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 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.

### **ARTICLE 3 – PAYROLL DEDUCTION**

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.

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.

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 cancellation notice.

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.

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

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. Each of these bulletin boards shall be located 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.

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.

#### **ARTICLE 5 - UNION REPRESENTATIVE ACCESS**

The Port agrees to allow reasonable access to Port facilities for 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.

#### **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.

If an employee is overpaid in the amount of five hundred dollars (\$500.00) or more, the employee will pay back the Port in four (4) payments, taken out of the next four (4) paychecks. If the amount of overpayment is less than five hundred dollars (\$500.00), it will be taken in two (2) equal amounts out of the next two (2) paychecks.

No claim by an employee of any discrepancy in pay shall be considered by the Union or the Port unless filed within thirty (30) days after receipt of the paycheck containing such discrepancy. The thirty (30) day limitation shall not apply, however, where the discrepancy arises from failure by the Port to authorize payment of a general automatic wage increase called for by this Agreement.

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

## **ARTICLE 7 - UNIFORMS AND EQUIPMENT**

All uniforms or specified wearing apparel necessary in the performance of their work shall be furnished, laundered, or cleaned by the Port at no cost to the employee. All wage personnel will be required to wear Port authorized uniforms.

## **ARTICLE 8 – HOLIDAYS**

8.01 Employees shall receive thirteen (13) paid holidays and designated days of normal observance as indicated below: (Except as otherwise provided in Sections 8.02 and 8.03 below). Employees shall be eligible for personal holidays after completing the probationary period.

<u>HOLIDAY</u>	<u>Normal Day of Observance</u>
New Year's Day	January 1
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Day to be designated by Port each year
Fourth of July	July 4
Labor Day	First Monday in September

Veterans' Day  
Thanksgiving Day  
Christmas Day  
Four (4) Personal Holidays

November 11  
Fourth Thursday in November  
December 25  
Dates Selected by Employee

Employees shall individually select personal holidays of their choice to be used each calendar year, January 1<sup>st</sup> through December 31<sup>st</sup>. Such personal holiday usage shall be subject to Port 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 personal holiday cancellation unless cancellation is the result of an unforeseen personal hardship. Unforeseen Holiday shifts will be offered in seniority order.

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.

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.

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.

## **ARTICLE 9 - HEALTH AND WELFARE**

9.01 Effective June 1, 2023 (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.



- a. Health & Welfare - Contribute the total sum of \$1,585.60 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. 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. 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).

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

Effective December 31, 2024, each employee eligible for benefits in any month shall contribute one hundred twenty-five dollars (\$125.00) towards the cost of the Health & Welfare monthly premium.

Effective December 31, 2025, each employee eligible for benefits in any month shall contribute one hundred forty dollars (\$140.00) towards 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.

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.

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.

9.04 Retirees' Welfare Trust. Effective June 1, 2023, 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.

Effective June 1, 2023 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.

Effective June 1, 2023                      \$94.85

**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 two thousand eighty (2,080) hours:

	<b>Basic Contribution Rate</b>	<b>(*Program for Enhanced Early Retirement) *PEER/84 Contribution Rate</b>	<b>Total Contribution Rate</b>
<b><u>Effective</u></b>			
6/1/23	\$2.78	\$0.18	\$2.96
1/1/2024			\$3.01

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.

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 - Pacific Coast Benefits Trust. Effective June 1, 2023, 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:

Ten (10) days' vacation during the first(1<sup>st</sup>) through the fourth (4<sup>th</sup>) years of service  
(0.038461 x 2080 annual hours = 10 days per year)

Fifteen (15) 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' 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' 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 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 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.

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.

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.

11.06 The Port shall pay employees who terminate following the six (6) month probationary period, one hundred percent (100%) of any accrued vacation, at the employee's

hourly rate at termination, as a lump sum. The lump sum payment shall not be subject to pension and benefit contributions.

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.

## **ARTICLE 12 - SICK LEAVE**

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

Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave. .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. 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). 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.

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

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.

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

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.

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.

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.

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).

12.05 After completion of five (5) years continuous service, an employee who terminates shall receive payment for fifty percent (50%) of their accumulated Paid Sick Leave, not to exceed fifty percent (50%) of sixty (60) days, which shall not be subject to pension and benefit contributions.

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 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.

### **ARTICLE 13 – OTHER LEAVE**

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.

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.

### **ARTICLE 14 – WORKERS COMPENSATION AND WORKPLACE ACCOMMODATION**

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 An employee who suffers a death in 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 relatives listed above.
- d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.

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.

## **ARTICLE 16 – JURY DUTY AND COURT TIME**

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 their attendance in court, be paid 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 they received as a juror. If an employee is released from jury duty and has at least four (4) hours of their shift remaining, they shall immediately report back to work for the remainder of the shift.

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 their regular rate of pay while performing such witness service during their normal shift schedule. An employee performing such witness service outside of 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.

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 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. 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. . Regular full time work schedule will include two (2) consecutive days off.

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. 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 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 17, below.

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) 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.

17.05 Relief Periods

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 an employee does not get a break during a shift, the employee shall be paid at the overtime rate for missing the break.

The scheduling of such meal period and rest periods 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.

An 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.

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 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.

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.

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 (b). On no occasion shall the Port offer time off in lieu of overtime.

### **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 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 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.
4. New schedules will start the first day of the first bi-weekly bid of the New Year.

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.

#### 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, they will leave a list of preferred shifts and 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.

#### 19.03 Biweekly Foreseen Schedule Bid

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

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. 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. Where possible shift rotation will be minimized.

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

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 19.03 A (1) above.

2. On a biweekly basis, two (2) week schedules, configured according to Article 19.03 (A) above, with a preference bid sheet will be posted and distributed to employees.

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.

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 electronic media as available (e.g., SharePoint).

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

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.

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

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.

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.

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”.

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

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.

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

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:

- 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.
- 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.
- 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.

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**

Effective June 1, 2023, 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 three percent (3%).

(a) PSRR	<u>Years of Service</u>	<u>Rate</u>
	Entry	\$22.72
	After 1 year	\$23.05
	After 2 years	\$23.60
	After 3 years	\$24.67
	After 4 years	\$25.71
	After 5 years	\$26.76
	After 6 years	\$27.82
	After 7 years	\$28.85
	After 8 years	\$29.90
	After 9 years	\$30.95
After 10 years	\$31.99	

Effective June 1, 2024, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus one percent (1%).

Effective June 1, 2025, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus one percent (1%).

Lead PSRR:

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

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

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].

- (c) **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 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 **Just Cause**. The Port shall not discipline or discharge any employee without just cause.

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 **Written Warning Notices**. If a written warning notice involves a specific incident or violation, such notice, to be considered valid, must be issued within twenty-one (21) 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:

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

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.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

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

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.

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.

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 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 their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine themselves to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to 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.

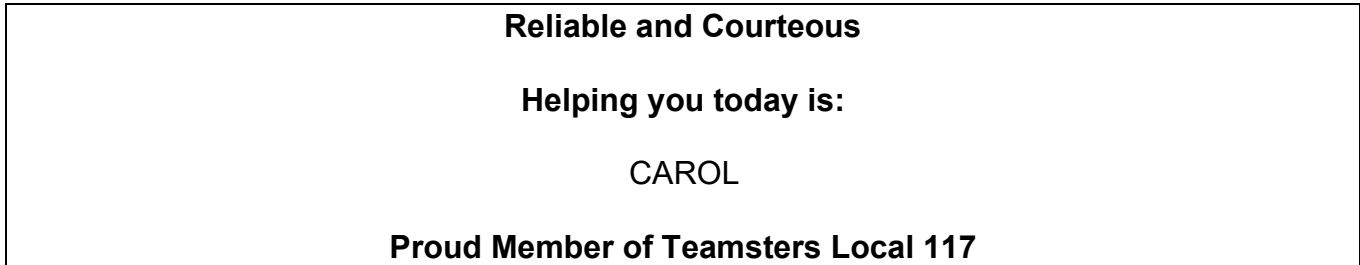
## **ARTICLE 27 - SUB-RENTALS**

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 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:



**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 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 a reduction in force, there shall be 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.

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 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:

- 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.
- 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.
- 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.

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.

### **ARTICLE 32 - DEFERRED COMPENSATION**

As provided below in this Article, 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.

### **ARTICLE 33 - 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 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 34 - 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 35 – MISCELLANEOUS**

35.01 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 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 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 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 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.

## **ARTICLE 36 - TRANSFER OF WORK/CONTRACTING**

The Port of Seattle will not contract out any of the work presently being done by PSRRs 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.

## **ARTICLE 37 - 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 public parking operations.

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

37.03 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' Public Parking operations.

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

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

37.06 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 Public Parking operations;
- The BPC will be a partnership in both substantive and procedural decisions involving the Port's Public Parking operations;

37.07 The BPC will be made up of one (1) Port manager representing Public Parking and the Port's assigned Labor Relations Manager and one (1) Union employee representative per classification and the Union's assigned Union Representative. Other representatives may be added as needed and agreed upon by the BPC.

37.08 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.

37.09 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
- \* Develop and implement a work plan.

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

37.11 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 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 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 Public Parking operations.

## **ARTICLE 38 - MANAGEMENT RIGHTS**

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

- 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;
- 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;
- 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.

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

**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:

- 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 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 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, 2023, through May 31, 2026. 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

Appendix A

**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: \_\_\_\_\_

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

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

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

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

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

Union - White Employee - Canary Company - Pink



## **Appendix B**

Memorandum of Understanding  
“Telematics”  
By and Between the

PORT OF SEATTLE  
and  
TEAMSTERS LOCAL UNION NO. 117  
AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS  
Representing Parking Service Revenue Representatives

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### **Re: Aviation Maintenance Vehicle Fleet--“Telematics”**

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 telematics<sup>1</sup> across most, if not all, of the fleet that is maintained by the Aviation Maintenance Department including, but not limited to, Port owned vehicles operated by employees in this bargaining unit.

The parties have agreed as follows:

1. Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:
  - Reductions in carbon emissions
  - Reductions in fuel costs
  - Reductions in maintenance events
  - Streamlining maintenance
  - Strategic vehicle/asset dispatching
  - Improved customer service
  - Improvements in both compliance and safety
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

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<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.

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.

## 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**

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### **Re: Commuter Benefits**

This Memorandum of Understanding (MOU), made effective as of the date of signing, is entered into by and between Teamsters Local Union No. 117 (Union) and the Port of Seattle (Employer), referred to herein collectively as the Parties.

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:
  - 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.

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.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8g

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE:** June 6, 2023

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

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

**SUBJECT: New Collective Bargaining Agreement Between the Port of Seattle and Teamsters Local 117 Representing Rental Car Facility Bus Drivers**

**Additional cost over term:** \$2,032,268.08

**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 Rental Car Facility Bus Drivers in our Aviation Landside Operations Department, covering the period from March 15, 2023, through March 14, 2026.

**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 consists of 46 full-time, part-time, and seasonal Rental Car Facility Bus Drivers who support the Airport Transit Operations’ (ATO) Mission, which is to provide safe, reliable, and efficient transportation services to customers of Sea-Tac International Airport and the Rental Car Facility.

This new agreement covers a three-year period from March 15, 2023, through March 14, 2026. The estimated total cumulative additional cost for wages, pension, healthcare, and other benefits is \$2,032,268.08<sup>1</sup>.

The costs are based upon wage rate increases of 10% in year 1, and an estimated<sup>2</sup> 4.5% in each of years 2 and 3, 3% estimated annual increases to healthcare premiums, and a modest increase to the employee’s monthly healthcare premiums<sup>3</sup>.

<sup>1</sup> Based upon 46 full and part time positions (Does not include seasonal drivers)

<sup>2</sup> Years 2 and 3 are each based upon the Seattle/Tacoma/Bellevue CPI-U with a 0% minimum and 6% maximum + 1%

<sup>3</sup> Currently employees contribute \$50 per month, which will be increased to \$60 at the end of 2024, and \$70 by the end of 2025

Meeting Date: June 13, 2020

**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  
 March 15, 2023, through March 14, 2026.

**FINANCIAL IMPLICATIONS**

**Wages**

Driver	March 15, 2023		
	10% to Base	With \$2 Baggage Handling Premium	With 1% Seatbelt/No Accident Premium <sup>4</sup>
0 – 12 months	\$25.74	\$27.54	N/A <sup>5</sup>
After 1 Year	\$26.77	\$28.77	\$29.04
After 2 Years	\$27.80	\$29.80	\$30.08
After 3 Years	\$28.81	\$30.81	\$31.10
After 4 Years	\$29.82	\$31.82	\$32.12
After 5 Years	\$31.53	\$33.53	\$33.85
After 6 Years	\$32.54	\$34.54	\$34.87

**Medical, Pension, Retirement Medical, PCBT**

- Healthcare                      Teamsters Plan B              Current Monthly Premium              \$1400.70  
    Employee Premium Share              \$50
- Pension                              PERS

**Other Changes**

- Included no seatbelt violations with the current annual non-driver caused accident 1% premium to base wage rate

<sup>4</sup> Added to base

<sup>5</sup> Must have worked previous 12 months for this premium



Meeting Date: June 13, 2020

<b>Cost Impact \$</b>	<b>Term of Agreement 3 Year</b>
Pay	\$1,739,007.30
Benefits	\$293,260.78
Total	\$2,032,268.08

The estimated additional cost of this Agreement to the Port of Seattle over the term of the agreement is \$2,032,268.08.

**ATTACHMENTS TO THIS REQUEST**

- (1) Collective Bargaining Agreement

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

October 22, 2019—Commission authorization of previous Collective Bargaining Agreement covering Rental Car Facility Bus Drivers (4 Year Term).

# COLLECTIVE BARGAINING AGREEMENT

By and Between



**Port of Seattle**

And

**Teamsters Local Union No. 117**

Affiliated with the  
International Brotherhood of Teamsters

**REPRESENTING RENTAL CAR FACILITY (RCF)  
BUS DRIVERS**



**Term of Agreement - March 15, 2023 – March 14, 2026**

## ***NOTICE TO ALL MEMBERS***

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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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 of 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.

### **ARTICLE 2 – UNION RECOGNITION AND PAYROLL DEDUCTION**

2.01 The Port recognizes the Union as the sole and exclusive bargaining representative for the Rental Car Facility Bus Drivers (RCF) covered by this Collective Bargaining Agreement.

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 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.

2.03 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.

2.04 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within ten (10) days from date of hire.

2.05 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.

2.06 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.

2.07 Hiring: When new or additional employees are needed, the Employer may notify the Union of the number and classifications of employees needed. The Union may refer applicants for the vacancies to be filled.

2.08 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 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 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) 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 Union shall 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 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 3 - MANAGEMENT RIGHTS**

In addition to all the customary and usual rights, powers, functions and authority which the Port had prior to the signing of this Agreement with the Union are retained by the Port, except those rights, functions, or authority which are specifically modified by the express provisions of this Agreement.

Further, the direction of its work force is vested exclusively with the Employer. This shall include, by way of illustration, but not limited to the forgoing: the sole right and responsibility to establish new jobs, to determine staffing levels and schedules, abolish or change existing jobs, establish, revise, direct, hire, promote, demote, lay-off, discharge or discipline for cause, promulgating reasonable rules and regulations of uniform application, and to maintain discipline and efficiency of employees, which shall include but not be limited to annual performance evaluations in order to provide promotional and development opportunities, and performance management.

### **ARTICLE 4 - SERVICE CHARGES**

It is hereby agreed that the Port shall pay for drug testing and any costs associated with obtaining an initial identification badge incidental to the hiring of employees.

### **ARTICLE 5 - 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, the Port shall pay the employee money owed no later than the next pay period, however the Port shall endeavor to pay the employee as soon as practical.

If an employee is overpaid the Port shall be entitled to collect the overpayment through the deduction of the employee's subsequent wages as consistent with RCW 49.48.200. Nothing in this article precludes the employee from agreeing to a larger deduction.

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

### **ARTICLE 6 - UNION REPRESENTATIVE ACCESS**

The Port agrees to allow reasonable access, with courtesy notice to Port Management, to Port facilities for Union 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 7 - BULLETIN BOARD AND ELECTRONIC MAIL**

A bulletin board found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. This bulletin board 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.

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

## **ARTICLE 8 - UNIFORMS AND EQUIPMENT**

Uniforms necessary in the performance of bargaining unit work shall be furnished by the Port at no cost to the employee. All wage personnel will be required to wear Port authorized uniforms. A necktie black in color may be worn, but in keeping with providing service to the public, may not contain any written message(s) or symbols representative of a message.

## **ARTICLE 9 - PERFORMANCE EVALUATIONS**

9.01 Objective: Management will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the organization's objectives.

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals, and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with the department's requirements.

To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Such discussions will be documented in the supervisor's file.

Performance evaluations in conjunction with seniority will be considered for promotion from relief driver to full or part-time driver.

9.02 Evaluation Process: Employee work performance will be evaluated at completion of his or her probationary period and at least annually thereafter. Prior to preparing the employee's evaluation, the employee's supervisor will solicit input from other supervisors. This input will be considered by the supervisor for inclusion in the evaluation. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations at

the beginning of the review period as well as notifications of any modifications made during the review period.

The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

- Reviewing the employee's performance;
- Identifying ways the employee may improve his or her performance;
- Identifying performance goals and expectations for the next appraisal period; and
- Identifying employee training and development needs.

The performance evaluation process will include performance evaluation forms used by the Employer, the employee's written signature acknowledging receipt of the forms, and any comments by the employee. The evaluation, including the employee comments, will be considered by the manager who shall review all evaluations. Once completed and signed by the manager, a copy will be provided to the employee (with manager comments, if any) who may provide responsive comments to be attached to the evaluation. The original performance evaluation forms, including the employee's comments will be maintained in the employee's personnel file.

This Article and the content of the performance evaluations may be grieved through Step 3 of the grievance process; employees may also provide a written rebuttal for inclusion in their personnel file.

## **ARTICLE 10 - SENIORITY AND REDUCTION IN FORCE**

10.01 Seniority shall commence when assigned as an employee in the bargaining unit and shall remain in force while assigned as an employee. The probationary period for any employee shall be one hundred eighty (180) calendar days from the employee's original date of hire. Seniority shall be broken by termination, after one (1) year on layoff, after (1) one year of being off work due to injury or illness, or by working outside of the bargaining unit in a permanent position for more than six (6) months. Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

10.02 There shall be one seniority list for the purpose of shift and vacation bidding, and reduction in force seniority shall apply.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

11.01 Hours of Work: Eight and one half (8½) hours, including a thirty (30) minute unpaid meal period, shall constitute a workday and five (5) full eight and one half (8½) hour days shall constitute a workweek.

11.02 Reporting Pay: Employees shall be paid a minimum of four (4) hours, at their straight time rate unless an overtime rate applies to hours actually worked, when reporting for a shift.

11.03 Emergency Conditions: Employees may be required to report to work or work extended hours in emergency conditions.

11.04 Overtime

- a. All hours worked in excess of forty (40) straight time hours in any one employee's work week shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.
- b. All hours worked in excess of nine (9) hours in one day shall be paid for at the rate of one and one half (1 ½) times the employee's regular rate of pay.
- c. 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.
- d. Management shall utilize shift extension, relief drivers and part-time drivers to minimize overtime.
- e. If it is necessary to offer overtime to drivers other than through shift extension, management shall offer overtime to the most senior driver whose next regularly scheduled shift will not violate federal or state law required rest period.
- f. When overtime is required and there are no volunteers, overtime will be assigned in reverse seniority.

11.05 Relief Periods

- a. Combined Break Periods: At the discretion of management, a thirty (30) minute unpaid meal period and two (2) fifteen (15) minute rest periods may be combined to provide a one (1) hour break period for each eight and a half (8½) hour shift (30 minutes unpaid/30 minutes paid). No other scheduled or relieved breaks, except this one (1) hour period are provided. The scheduling of such break period for individual bus drivers shall be at the discretion of the management based on appropriate manpower utilization and accommodating to the flow of traffic during each shift.
- b. Shifts over five (5) hours shall include a thirty (30) minute unpaid meal period.
- c. When an employee is working a special assignment, breaks and meal periods will be provided as practicable.

## **ARTICLE 12 – SCHEDULING AND BID PROCESS**

12.01 Management shall determine the staffing levels and schedules based on operational needs. At management's discretion, not more than four (4) times per calendar year but not less than twice per year, full-time and part time drivers may bid on all available shifts in person or by phone. If management institutes a bid shifts shall be assigned by management to full-time and part-time drivers, in seniority order.

12.02 Weekly Scheduling For Relief Drivers: During the course of the year, relief driver assignments will be based on the following scheduling procedure:

- a. Schedules shall be assigned by management and provided to relief drivers no later than 5:00 p.m. Thursday of the preceding workweek.
- b. Management shall endeavor to equalize weekly hours assigned to relief drivers.
- c. Each weekly schedule will include at least one scheduled day off.

12.03 Shift Bidding on Permanently Vacant Shifts: For the purposes of this Article, a "permanently vacant shift" shall be declared by management.

- a. Management shall decide, at its discretion, whether to fill and when to fill a permanently vacated shift, and may at its discretion modify the shift to meet operational needs. Management may not use any permanently vacant shift as a temporary fill shift outside ninety (90) days prior to the next "shake up". Such modification must be made prior to posting the shift for bid.
- b. Management may eliminate part-time shifts, but only through attrition.
- c. If management determines to fill a permanently vacant shift, the shift shall be bid by full-time and part-time drivers based on seniority.
- d. After the full-time/part-time employees have completed the bid process, the remaining open part-time or full-time shift shall be offered and assigned to the relief driver with the highest performance level based on the most recent performance evaluation and highest seniority.

## **ARTICLE 13 - DEFINITIONS AND RATES OF PAY**

13.01 **DEFINITIONS:**

Full-time drivers: A regular schedule of forty (40) hours per each workweek

Part-time drivers: A regular schedule of less than forty (40) hours but not less than twenty (20) hours per each workweek.

Relief Drivers: Assigned on an as-needed basis. This classification will not have a regular schedule and no minimum amount of hours will be guaranteed except that during peak season, straight time hours will be scheduled and endeavored to be equalized for relief drivers prior to scheduling temporary drivers.

Relief drivers will receive holiday and bereavement leave benefits based on his or her regular straight time hourly rate for the average of regularly scheduled hours worked per week during the previous four (4) pay periods.

Seasonal/Temporary Drivers: Drivers hired on a temporary basis, who may be worked only between May 15 and September 15. Seasonal temporary drivers shall not have regular bid schedules or a guarantee of hours. Time worked as a seasonal hire does not count towards a probationary period. Seasonal workers are not benefit eligible.

13.02            **HOURLY WAGE RATES:**

0-12 months:	\$23.40
Year 1:	\$24.34
Year 2:	\$25.27
Year 3:	\$26.19
Year 4:	\$27.11
Year 5:	\$28.66
Year 6:	29.58

RCF Bus Drivers shall receive a two dollar (\$2.00) premium per hour worked for Baggage Handling. Employees are not required to handle every bag, however they are required to assist those who clearly require assistance, for example, those with special needs or families with children and strollers. Employees shall not be required to handle items determined to be too heavy or awkward to lift safely. The parties agree that this premium is intended to continue even if curbside assistance returns in the future.

Effective March 15, 2023, base wage rates for employees still employed in this bargaining unit on the date of the execution of this agreement shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus four percent (4%)

Effective March 15, 2024, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus one and one half percent (1.5%).

Effective March 15, 2025, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus one and one half percent (1.5%).

**13.03 SHIFT DIFFERENTIALS:**

- a. Shifts shall be identified by starting times, as follows:

Day Shift:	From: 06:00	To: 13:59
Swing Shift:	From: 14:00	To: 21:59
Graveyard Shift:	From: 22:00	To: 05:59

- b. Employees assigned to a swing shift shall receive seven and one-half percent (7.5%) per hour above the straight time rate. Employees assigned to graveyard shifts shall receive ten percent (10%) per hour above the straight time rate.

**13.04 MENTORSHIP PREMIUM**

Employees selected and assigned by the Port to perform work as a mentor to another Bus Driver as described in Appendix “C”, shall be compensated a one dollar (\$1.00) per hour premium for time spent performing those duties. Nothing in this section precludes the right of management to change, amend, and/or modify training protocols, including, but not limited to, the decision to assign a qualified Bus Driver as a mentor.

**13.05 ACCIDENT PREVENTION PREMIUM**

Effective March 15, 2023, Bus Drivers still employed in this bargaining unit on the date of the Union’s ratification of this agreement 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 March 15, 2023, shall receive a one percent (1%) wage premium for all hours worked during the next twelve (12) months.

Effective March 15, 2024, 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 March 15, 2024, shall receive a one percent (1%) wage premium for all hours worked during the next twelve (12) months.

Effective March 15, 2025, 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 March 15, 2025, shall receive a one percent (1%) wage premium for all hours worked during the next twelve (12) months.

**ARTICLE 14 - HOLIDAYS**

14.01 Employees shall receive eleven (11) paid holidays.

<b><u>Holiday</u></b>	<b><u>Normal Day of Observance</u></b>
New Year's Day	January 1
Dr. Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Date to be designated by Port each year
Fourth of July	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Day after Thanksgiving
Christmas Day	December 25

14.02 All regularly scheduled full-time, part-time and relief drivers shall be paid for all holidays indicated in Section 14.01 above regardless upon which day of the week the holiday shall fall.

14.03 Holiday pay for full-time employees shall be eight (8) hours at the employee's regular rate of pay.

14.04 Holiday pay for part-time or relief employees shall be pro-rated based on the average daily work scheduled per week during the previous four (4) pay periods compensated at the employee's regular rate of pay.

14.05 In addition to any holiday pay owed, employees working on holidays shall be compensated at time and one half for all hours worked. Holidays listed under Section 14.01 above shall be observed on the actual calendar date. Holiday schedules for the following year shall be posted in December.

14.06 To be eligible for holiday pay, drivers 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. In the event a regular employee was not compensated the full thirty (30) days prior to the holiday, such holiday shall be prorated per 14.04 above.

## **ARTICLE 15 - PAID TIME OFF**

15.01 Full, part-time and relief drivers shall accrue paid time off.

After the successful completion of ninety (90) days of employment employees may request and use PTO up to the number of hours accrued at the time of the PTO request date.

15.02 Management will balance the number of employees needed for operations with the number of employees requesting PTO at a given time, but will authorize PTO for no less than three (3) employees per day, including holidays:

- One (1) employee per day shift;
- One (1) employee per swing shift; and
- One (1) employee per graveyard shift.

15.03 **SCHEDULED PTO:**

a. PTO Bidding

1. Eligible employees will have an opportunity to bid for PTO in April for use in May through October and in October for use in November through April. In addition, employees may bid up to forty (40) hours into the next seasonal period during each PTO bid.
  - (a) The bidding order will be determined by the employees' seniority.
  - (b) Employees may bid up to 10 days (80 hours) of PTO, which may be bid in blocks or as individual days.
  - (c) Employees may only schedule PTO up to the number of hours accrued at the time of the request date.
  - (d) The Port will post scheduled PTO in a conspicuous location after the PTO bid.

b. Requests for PTO

1. For requests and use of PTO not secured through the bidding process, employees shall make their request on a PTO request form as far in advance as possible, but at least fourteen (14) days in advance of the first day of leave requested. Leave requests with less notice will be considered, but may be less likely to be granted due to short notice.
2. Management will approve leave requests as received, on a first come first serve basis.
3. PTO, or LWOP if paid leave is exhausted, may be used when notice is given to management twenty-four (24) hours in advance of the need to be absent from work for short-notice medical appointments.



4. Employees receiving wage replacement benefits under an allowed Industrial Insurance claim may request to use PTO to supplement the difference between their wage replacement benefits and their regular gross wages.
- c. Cancellation of Approved PTO: Employees shall be required to provide Port management with at least fourteen (14) days advance notice in regard to cancellation of requested PTO.

15.04 Limitation on Accumulating PTO: PTO accumulation shall be limited to 480 hours.

15.05 Payment for PTO at Termination: Upon termination, employees shall receive 100% of the value of unused PTO. Employees who terminate active employment before completing six (6) months of employment shall receive no PTO pay. Pay for unused PTO shall be computed through the last day of employment. This section may be subject to modification to meet legal requirements in the event of further changes in State Law.

15.06 Voluntary Cash Out of Paid Time Off Hours: Employees may cash-out PTO according to the limits and procedures for the cash out of PTO as applied to non-represented employees. The Union shall be notified of changes to the limits and procedures affecting PTO cash out.

15.07 Dependability Expectations Employees are expected to be present on time and in uniform for all assigned work unless excused, and/or are on protected leave (e.g. FMLA, Washington Protected Sick Leave, FCA, etc.) Employees who do not meet these expectations, may be subject to progressive discipline in accordance with Article 25.01(Just Cause) of this agreement.

15.08 Rates of Accrual: Accruals are based on the employee's date of hire with the Port. Based upon a pro rata share of a full-time work schedule, PTO is earned as follows:

From Date of Hire Through 47<sup>th</sup> Month: Based on the first day of employment, from the first full month to and including the forty-seventh (47<sup>th</sup>) full month of continuous employment, employees shall accrue paid time off at the rate of .0577 per compensated straight time hour (.0577 x 2080 annual hours = 120 hours per year).

From the 48<sup>th</sup> Month Through 143<sup>rd</sup> Month: From the forty-eighth (48<sup>th</sup>) full month to and including the one hundred forty-third (143<sup>rd</sup>) full month of continuous employment, employees shall accrue paid time off at the rate of .0769 per compensated straight time hour (.0769 x 2080 annual hours = 160 hours per year).

From the 144<sup>th</sup> Month: After completion of twelve (12) years of continuous employment starting with the one hundred forty-fourth (144<sup>th</sup>) month, employees shall accrue paid time off at the rate of .0961 per compensated straight time hour (.0961 x 2080 annual hours = 200 hours per year).

15.09 Sick Leave. On the first of the month, following the execution of this agreement, regular full time, part time, and relief employees shall begin accruing Sick Leave at the rate of .025 per hour compensated. Probationary employees shall accrue Sick Leave, but may not use Sick Leave until they have successfully completed thirty (30) calendar days. This accrual shall be subject to the cash out limitations listed in Port Policy HR-5. The Port may change or modify its Sick Leave cash out policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advanced written notice.

Sick Leave will accrue in two banks.

Bank 1) **Protected Sick Leave.** .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington Paid Sick Leave Law, RCW 49.46.210. Employees shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law.

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

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.

Accruals in Bank 2 will be computed up to a maximum accumulation of four hundred eighty (480) hours of unused sick leave. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year.

15.10 Seasonal/temporary drivers shall accrue Protected Sick Leave at the rate of .025 per every hour worked and are entitled to utilize and accrue Protected Sick Leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210.

15.11 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 advanced notice of any changes to Shared Leave to the Union.

## **ARTICLE 16 – 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 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 17 – 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.

## **ARTICLE 18 - PENSION**

The Port shall continue to contribute to the PERS program for eligible employees per policy and state law.

## **ARTICLE 19 - HEALTH AND WELFARE**

19.01 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 the following:

- a. Health & Welfare - Contribute the sum of \$1,400.70 per month for continued benefits under "PLAN B" (price includes an additional \$18.00 for domestic partner coverage).
- 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. 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).
- d. Contribute \$11.40 for nine (9) month Disability Waiver

19.02 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, and to maintain compliance with the Affordable Care Act (ACA). 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. 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.

Effective March 15, 2023, each employee shall contribute fifty dollars (\$50.00) per month toward the cost of the Plan. Employee contributions shall be deducted on a pre-tax basis.

Effective December 31, 2024, each employee shall contribute sixty dollars (\$60.00) per month toward the cost of the Plan. Employee contributions shall be deducted on a pre-tax basis.

Effective December 31, 2025, each employee shall contribute seventy dollars (\$70.00) per month toward the cost of the Plan. Employee contributions shall be deducted on a pre-tax basis.

19.03            **Life Insurance: Port Plan:** On the first of the month following the date of hire, or immediately if the employee begins on the first of the month, eligible employees and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with organizations selected by the Port to provide such benefits.

The content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union.

19.04.           **Long-Term Disability: Port Plan:** On the first of the month following the date of hire, or immediately if the employee begins on the first of the month, seniority eligible employees shall be covered for long-term disability insurance in such amounts and in such a manner as the Port has established with organizations providing or administering such benefits.

The content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union.

19.05            **Accidental Death and Dismemberment: Port Plan:** On the first of the month following the date of hire, or immediately if the employee begins on the first of the month, seniority eligible employees shall be covered for AD&D insurance in such amounts and in such a manner as the Port has established with organizations providing or administering such benefits.

The content of the plan itself, plan administration and any other determination made under the plan shall not be subject to the grievance procedures or to any other provision of this Agreement or to negotiations by the Union.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

20.01            An employee who suffers a death in 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

will be paid through use of vacation, 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, 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, aunts, uncles and spouse's grandparents. Immediate family shall also include domestic partners and their respective relatives listed above. 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 the determining the number of days to be granted an employee and whether the leave is taken consecutively.
- d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.
- e. Bereavement pay for employees that work a part-time or relief schedule shall be pro-rated based on the average daily work scheduled per week during the previous four (4) pay periods.

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

## **ARTICLE 21 - JURY DUTY AND COURT TIME**

21.01 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 their attendance in court, be paid 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 they received as a juror.

21.02 Any employee who is required to physically report for jury duty shall be scheduled to a day shift schedule for the duration of the jury duty reporting requirement. If an employee is released from jury duty on any given day and has at least four (4) hours of their scheduled shift remaining, the employee shall immediately call his or her supervisor and shall report to work for the remainder of the shift if instructed to do so.

21.03 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 their regular rate of pay while performing

such witness service during their normal shift schedule. An employee performing such witness service outside of their normal work schedule shall be paid at the overtime rate for all time actually spent at each court or arbitration appearance.

21.04 The Union and Employer agree to address any issues that may arise as a result of different court jurisdictions having different reporting requirements.

## **ARTICLE 22 - MILITARY LEAVE AND NOTIFICATION**

In accordance with RCW 38.40.060, employees will be granted twenty-one (21) working days paid leave to be used for required military duty or to take part in training, or drills including those in the National Guard or active status. In addition to the twenty-one (21) working days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be entitled to reinstatement at the end of such service as provided in RCW 73.16 and federal law. Employees will notify the Employer of their twenty-one (21) working days active duty training no later than October 31 of each year for the following calendar year. All other military duty dates (to include weekend drills) will be submitted to the Employer upon receipt of such orders. Employees will attempt to schedule the leave on their regular days off.

## **ARTICLE 23 - RELIEF DRIVERS**

Relief drivers will receive holiday, PTO and bereavement leave benefits based on their regular straight time hourly rate for the average hours of regularly scheduled hours worked per week during the preceding four (4) pay periods.

## **ARTICLE 24 - 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, religion, 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 25 - HANDLING OF DISCIPLINARY MATTERS**

25.01 Just Cause: The Port shall not discipline, suspend, nor discharge any post-probationary employee without just cause. The parties recognize the principle of progressive discipline. Probationary and temporary seasonal employees are at will and do not have access to the grievance procedure.

25.02 Disciplinary Meeting Rights: The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Port shall inform the employee of this. The employee shall have the right to select the representative of their choice to attend the meeting(s) and shall be responsible for contacting them and arranging for their attendance.

25.03 Discipline, Suspension and Discharge Notices: The Port will issue discipline, including written warnings, suspension or discharge notices, as soon as practicable and within a reasonable time, but in no event more than twenty-eight (28) calendar days from when the Port became aware of the incident or violation, unless mutually agreed upon otherwise. Employees shall have the right to provide a written rebuttal statement as an attachment to all corrective action. Disciplinary notices shall be considered inactive and can no longer justify further disciplinary action after eighteen (18) months from issuance, provided, however, that the Port may rely upon any prior disciplinary notice to establish that the employee had notice of a policy and/or consequences for violating the policy.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

26.01 A grievance shall be defined as an issue raised relating to an alleged violation of any terms or provisions of this Agreement. Probationary employees do not have access to the grievance procedure.

26.02 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. The Supervisor shall within (14) calendar days after the initial submission of the grievance submit a written response to the employee, the Manager and the Union. If the Supervisor fails to respond the grievance will automatically be moved to Step 2. Written or verbal warnings shall not be grievable provided, however, that when a suspension or discharge is grieved, all discipline leading up to the suspension or discharge shall be deemed to have been grieved and will be addressed throughout the grievance procedures.

Step 2. In the event no settlement is reached, within the fourteen (14) calendar day of receipt of the written response or failure of a response at Step 1, the employee, the employee and the shop steward, or the Union shall, then within fourteen (14) calendar days, meet regarding said grievance with the Manager or designee. The Manager or designee shall respond in writing to the employee and the Union within fourteen (14) calendar days after the meeting. If the Manager or designee fails to respond, the grievance will automatically be moved to Step 3.

Step 3. In the event no settlement is reached, within the fourteen (14) calendar days from receipt of the written response or failure of a response at Step 2, the Union shall meet with the Port's Director of Labor Relations or the Director's designee in an attempt to develop a settlement of the grievance.

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 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 their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine themselves to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to 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.

26.03 Notwithstanding the foregoing, the Union and the Port may mutually agree to expedited arbitration. In the event expedited arbitration is agreed to, the parties will indicate on the FMCS request for a list of arbitrators that the parties seek expedited arbitration. The parties shall select an Arbitrator within three (3) days of receiving the FMCS list. The parties and the Arbitrator must attempt to schedule the arbitration hearing within thirty (30) days. Unless the parties agree otherwise, the arbitration hearing will be concluded in one (1) day, there shall be no transcript of the proceeding and no post-hearing briefs will be filed. The Arbitrator's decision and award shall be submitted to the parties within seven (7) days of the arbitration proceeding.

26.04 Time limitations in this Article may be waived by mutual agreement between the Port and the Union.

## **ARTICLE 27- PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**



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 28 - MEETINGS**

28.01 Employees who are requested to attend optional instructional meetings on their own time (not those held on Port time) shall be paid for actual time spent at the meetings only. Employees shall be paid at the straight time rate, unless applicable overtime rate applies.

28.02 When employees are required to attend a mandatory meeting(s) or instruction outside of their normal work hours or assigned weekly driving shifts, shall be paid a minimum if two (2) hours straight time unless applicable overtime rates apply.

## **ARTICLE 29 - LABOR MANAGEMENT COMMUNICATION COMMITTEE**

The Parties agree to establish a Labor Management Communication Committee for the purpose of ensuring continuing communication and to promote constructive labor-management relations. The Committee will meet at least quarterly to discuss and exchange information of a group nature and of general interest to both parties.

## **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 - DRUG TESTING - SUBSTANCE TESTS**

31.01 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.

31.02 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 32 - EXAMINATIONS**

The Employer shall pay for employee medical examinations required to maintain the employee's commercial driver's license (CDL). Medical examinations required for maintenance of the employee's CDL shall be scheduled on non-work time, and that time shall not be compensated.

The Employer shall designate the medical facility. If the employee chooses to go to a medical facility or physician other than the medical facility designated by the Employer, the employee shall be responsible for the costs of the evaluation. The Employer will not reimburse the employee for additional expenses.

### **ARTICLE 33 - MISCELLANEOUS**

33.01 Equipment. The Port shall provide vehicles that conform to applicable City, State, and Federal codes.

33.02 Time Clocks. All employees will be required to punch in and out on designated devices (e.g. timeclock, computer, other electronic device). Employees will be paid for all time worked.

33.03 Commute Trip Reduction Program. Employees may participate in the Port's Commute Trip Reduction Program per Port policy applicable to other employees. The policy and any changes to the policy are non-negotiable.

33.04 Video Recording. The parties agree that the Port has and uses in-bus video recording devices. At this time the Port does not intend or have the technical capability to watch in-bus video in real time. If the technology changes and the Port intends to change its process to incorporate real-time viewing, the Port will notify the Union prior to implementation and fulfill any bargaining obligations that would be required.

Due to the nature of the need for high security and the potential risk associated with releasing video, the Union understands and agrees that prior to release to the Union any request video under RCW 41.56 and/or WPRA will be subject to review by the Federal Security Director for a Sensitive Security Information.

33.05 Parking: The Port shall provide free parking to all bargaining unit employees during work hours or parking for Port business.

33.06 Fleet Tracking System: Intended use of a real-time GPS-based Landside Fleet Tracking system for the Rental Car Facility (RCF) busses and have agreed as follows:

1. The Landside Fleet Tracking Project is primarily intended to provide the ATO with tools to manage the many bus trips needed to shuttle travelers to/from the RCF, enable ATO to expand functionality in the future, and provide travelers with timely estimated arrival updates.
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 RCF 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 25.01 (Just Cause) of the CBA.
5. The Parties agree to include the Landside Fleet Tracking System as a discussion point to the future agendas for the Labor Management Communication Committee meeting unless and until such time that both parties mutually agree to remove it from the agenda.

### **ARTICLE 34 – COMMUTER BENEFITS**

1. All Full time, part-time, on-call, and temporary employees, shall be eligible for the following benefits:

#### The One Regional Card for All (“ORCA Card”)

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

#### Ferry Reimbursement

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

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 advanced notice to the Union.

## **ARTICLE 35 - EMERGENCY SITUATION**

In the event of a “regional catastrophic event” as declared by the state or federal government, contract compliance issues shall be held in abeyance until such time as the situation is declassified by state and/or federal government. Examples: Nisqually Earthquake, Hurricane Katrina, Sandy, 9/11, tsunami.

The parties agree that the Union has not waived its right to enforce any provision of this Agreement during a regional catastrophic event, but only that such enforcement actions will be deferred until the catastrophe has been declassified.

In the event an employee is witness to a critical incident involving serious injury or death, the Port shall provide a formal “Critical Incident Debrief” if the employee(s) request such employee assistance.

## **ARTICLE 36 - TRANSFER OF WORK/CONTRACTING**

The Port of Seattle will not transfer, outsource or contract out any of the work being done by Bus Drivers during the term of this Agreement.

## **ARTICLE 37 - TERM OF AGREEMENT**

This Agreement shall be in full force and effect from March 15, 2023 through March 14, 26. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

## **NEW ARTICLE - LETTERS OF UNDERSTANDING**

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

Grievance Form

Mentor Selection Welcome Letter

Memorandum of Understanding Re: Aviation Maintenance Vehicle Fleet--  
“Telematics”

PORT OF SEATTLE

TEAMSTERS LOCAL UNION  
NO. 117/IBT

---

STEPHEN P. METRUCK  
Executive Director

---

JOHN SCEARCY  
Secretary-Treasurer

---

Date

---

Date



**APPENDIX "B"**

**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: \_\_\_\_\_

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

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

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

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

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



## APPENDIX "C"

### Mentor Selection Welcome Letter

Congratulations for being selected as a Mentor in our training program. You will be a partner with a new driver to help them through their first two to three days of driving and a support to answer questions and continue to guide them through their continued employment with the Port.

As a Mentor, you will be expected to:

- Be a good example of a safe and skillful driver
- Demonstrate proper procedures
- Model exceptional customer service
- Be positive and supportive
- Exhibit professionalism in your conversations and interactions
- Be available to answer questions and offer suggestions

Each trainee will have completed their classroom and behind the wheel sessions with the trainers. The trainee will be assigned to two or three days with a mentor depending on their comfort and skill level. You may be assigned to work with one trainee during their entire mentorship program, a portion or portions of their program, or perhaps different trainees for a portion and/or portions of the program.

The first day with your trainee:

- Meet them and run them through sign in procedures
- If you have time, check e-mail and bulletin boards
- Radio in and Pre-trip your bus together (you only have to fill out the VIR once)
- Drive the route for several rounds and demonstrate your driving and customer service skills. Share your announcements, radio procedures, canned recording, etc.
- Let the trainee take over and be available to help if they seem uncertain
- You may swap driving during the day but make sure they have most of the driving time
- At the end of the day, radio off, run through post trip, check e-mail, boards, read and sign the feedback form (see below) and sign off

You want them to get comfortable with the route and bus and the operational procedures. Let them develop their own skills and "style". It took time for you to memorize the airlines and develop your announcements so allow them to build their skills a little at a time. Give a lot of compliments and make suggestions if it is needed.

Throughout the day, fill out the **feedback form** to document what you covered and what situations occurred during the shift. Share the positive skills the trainee demonstrated and any other suggestions. Share this with the driver at the end of the day and both of you sign and date the form at the bottom. Allow the new driver to write comments, concerns or



feedback on their experience on the bottom of the form. Turn it in to the training supervisor to document your time.

**APPENDIX “D”**

**Memorandum of Understanding  
“Telematics”  
By and Between the  
  
PORT OF SEATTLE  
and  
TEAMSTERS LOCAL UNION NO. 117  
AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS  
Representing Rental Car Facility Bus Drivers**

---

**Re: Aviation Maintenance Vehicle Fleet--“Telematics”**

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 telematics<sup>1</sup> across most, if not all, of the fleet that is maintained by the Aviation Maintenance Department including, but not limited to, Port owned vehicles operated by employees in this bargaining unit.

The parties have agreed as follows:

1. Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:
    - Reductions in carbon emissions
    - Reductions in fuel costs
    - Reductions in maintenance events
    - Streamlining maintenance
    - Strategic vehicle/asset dispatching
    - Improved customer service
    - Improvements in both compliance and safety
  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.
-

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 25.01 (Just Cause) of the CBA.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8h

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE:** June 6, 2023

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

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

**SUBJECT: New Collective Bargaining Agreement Between the Port of Seattle and Teamsters Local 117 Representing Employee Parking Bus Drivers**

**Additional cost over term:** \$1,267,389.18

**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, 2023, through May 31, 2026.

**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 consists of 28 Employee Parking Bus Drivers, who transport airport employees between the North Employee Parking Lot (NEPL) and the terminal.

This new agreement covers a period of one year from June 1, 2023, through May 31, 2026. The estimated total cumulative additional cost for wages, pension, healthcare, and other benefits is \$1,267,389.18.

The costs are based upon wage rate increases of 10% in year 1, and an estimated 4.5% in each of years 2 and 3, the removal of the current first-tier wage rate and subsequent shifting of progressive steps<sup>1</sup>, a 4% estimated increase to healthcare premiums, a modest increase to pension contributions beginning in year 2, and a modest increase to the employee’s monthly healthcare premiums<sup>2</sup>.

<sup>1</sup> Currently 7 wage rate tiers and will be reduced to 6

<sup>2</sup> Currently employees contribute \$115 per month, which will be increased to \$125 at the end of 2024, and \$140 at the end of 2025

Meeting Date: June 13, 2023

**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, 2023, through May 31, 2026.

**FINANCIAL IMPLICATIONS**

**Wages**

<b>EP Bus Drivers</b>	<b>June 1, 2023</b>	
	<b>6% + 4% Market Adjustment</b>	<b>With 1% Seatbelt/No Accident Premium<sup>3</sup></b>
Entry	\$27.20	N/A <sup>4</sup>
After 1 Year	\$28.84	\$28.52
After 2 Years	\$29.27	\$29.56
After 3 Years	\$30.33	\$30.63
After 4 Years	\$31.38	\$31.69
After 5 Years	\$32.43	\$32.75
After 6 Years	\$33.49	\$33.82

**Medical, Pension, Retirement Medical, PCBT**

- Health Insurance                    Teamsters Plan A      Current Monthly Premium      \$1725  
    Employee Premium Share      \$115
- Pension                                    Teamsters Trust      Employer Hourly Contribution      \$2.96<sup>5</sup>
- Retirement Medical                    Teamsters (RWT)      Split Monthly Premium              \$94.85
- Defined Contribution                   Teamsters (PCBT)      Employer Hourly Contribution      \$1.35
- Enhanced vacation accrual formula for first year employees.

<b>Cost Impact \$</b>	<b>Term of Agreement 3 Year</b>
Pay	\$1,143,058.62
Benefits	\$124,330.55
Total	\$1,267,389.18

<sup>3</sup> Added to base  
<sup>4</sup> Must have worked previous 12 months for this premium  
<sup>5</sup> Increases to \$3.01 beginning 2024.

Meeting Date: June 13, 2023

The estimated additional cost of this Agreement to the Port of Seattle over the term of the agreement is \$1,236,298.60.

**ATTACHMENTS TO THIS REQUEST**

- (1) Collective Bargaining Agreement

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

September 27, 2022—Commission authorization of previous Collective Bargaining Agreement covering Employee Parking Bus Drivers (1 Year Term).

# COLLECTIVE BARGAINING AGREEMENT

By and Between



**Port of Seattle**

And

**Teamsters Local Union No. 117**

Affiliated with the  
International Brotherhood of Teamsters

**REPRESENTING BUS DRIVERS**



**Term of Agreement**

**June 1, 2023–May 31, 2026**

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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 of 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.

### **ARTICLE 2 - UNION RECOGNITION**

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

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 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.

### **ARTICLE 3 – PAYROLL DEDUCTION**

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.

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.

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 cancellation notice.

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.

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

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. Each of these bulletin boards shall be located 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.

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.

#### **ARTICLE 5 - UNION REPRESENTATIVE ACCESS**

The Port agrees to allow reasonable access to Port facilities for 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.

#### **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.

If an employee is overpaid in the amount of five hundred dollars (\$500.00) or more, the employee will pay back the Port in four (4) payments, taken out of the next four (4) paychecks. If the amount of overpayment is less than five hundred dollars (\$500.00), it will be taken in two (2) equal amounts out of the next two (2) paychecks.

No claim by an employee of any discrepancy in pay shall be considered by the Union or the Port unless filed within thirty (30) days after receipt of the paycheck containing such discrepancy. The thirty (30) day limitation shall not apply, however, where the discrepancy arises from failure by the Port to authorize payment of a general automatic wage increase called for by this Agreement.

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

**ARTICLE 7 - UNIFORMS AND EQUIPMENT**

All uniforms or specified wearing apparel necessary in the performance of their work shall be furnished, laundered, or cleaned by the Port at no cost to the employee. All wage personnel will be required to wear Port authorized uniforms.

Upon ratification, all bus drivers shall be issued one (1) additional jacket in the same style as the jacket previously issued to the PSSR members.

**ARTICLE 8 – HOLIDAYS**

8.01 Employees shall receive thirteen (13) paid holidays and designated days of normal observance as indicated below: (Except as otherwise provided in Sections 8.02 and 8.03 below). Employees shall be eligible for personal holidays after completing the probationary period.

<u>HOLIDAY</u>	<u>Normal Day of Observance</u>
New Year's Day	January 1
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Day to be designated by Port each year
Fourth of July	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Four (4) Personal Holidays	Dates Selected by Employee

Employees shall individually select personal holidays of their choice to be used each calendar year, January 1<sup>st</sup> through December 31<sup>st</sup>. Such personal holiday usage shall be subject to Port 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 personal holiday cancellation unless cancellation is the result of an unforeseen personal hardship. Unforeseen Holiday shifts will be offered in seniority order.

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.

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.

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.

## **ARTICLE 9 - HEALTH AND WELFARE**

9.01 Effective June 1, 2023 (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.

a. Health & Welfare - Contribute the total sum of \$1,585.60 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. 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. 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).

Effective June 1, 2023, each employee eligible for benefits in any month shall contribute one hundred fifteen dollars (\$115.00) toward the cost of the Health & Welfare monthly premium. Effective December 31, 2024, each employee eligible for benefits in any month shall contribute one hundred twenty-five dollars (\$125.00) toward the cost of the Health & Welfare monthly premium.

Effective December 31, 2025, each employee eligible for benefits in any month shall contribute one hundred forty dollars (\$140.00) 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.

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.

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.

9.04 Retirees' Welfare Trust. Effective June 1, 2023, 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.

Effective June 1, 2023, 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.

Effective June 1, 2023	\$94.85
Effective January 1, 2024	TBD
Effective January 1, 2025	TBD
Effective January 1, 2026	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:

	<b>Basic</b>	<b>(*Program for Enhanced Early Retirement)</b>	
	<b>Contribution</b>	<b>*PEER/84</b>	<b>Total</b>
<b><u>Effective</u></b>	<b><u>Rate</u></b>	<b><u>Contribution</u></b>	<b><u>Contribution</u></b>
		<b><u>Rate</u></b>	<b><u>Rate</u></b>
6/1/23	\$2.78	\$0.18	\$2.96
1/1/2024	\$2.83		\$3.01

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.

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 Pacific Coast Benefits Trust. Effective June 1, 2023, 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:

Ten (10) days' vacation during the first(1<sup>st</sup>) through the fourth (4<sup>th</sup>) years of service  
(0.038461 x 2080 annual hours = 10 days per year)

Fifteen (15) 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' 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' 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 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 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.

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.

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.

11.06 The Port shall pay employees who terminate following the six (6) month probationary period, 100% of any accrued vacation, at the employee's hourly rate at termination, as a lump sum. The lump sum payment shall not be subject to pension and benefit contributions .

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.



## **ARTICLE 12 - SICK LEAVE**

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

Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave. .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. 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. 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.

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

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.

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

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.

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.

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.

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).

12.05 After completion of five (5) years continuous service, an employee who terminates shall receive payment for fifty percent (50%) of their accumulated Paid Sick Leave, not to exceed fifty percent (50%) of sixty (60) days, which shall not be subject to pension and benefit contributions.

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 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.

### **ARTICLE 13 – OTHER LEAVE**

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.

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.

### **ARTICLE 14 – WORKERS COMPENSATION AND WORKPLACE ACCOMMODATION**

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 An employee who suffers a death in 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 relatives listed above.
- d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.

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.

## **ARTICLE 16 – JURY DUTY AND COURT TIME**

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 their attendance in court, be paid 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 they received as a juror. If an employee is released from jury duty and has at least four (4) hours of their shift remaining, they shall immediately report back to work for the remainder of the shift.

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 their regular rate of pay while performing such witness service during their normal shift schedule. An employee performing such witness service outside of 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.

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 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. 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.

17.02 Regular Part Time. A work day shall consist of one or more work shifts totaling no more than eight (8) hours. 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 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 19, below.

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 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.

17.05 Relief Periods

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.

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.

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 their normally scheduled quitting time shall have a one-half (1/2) hour 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.

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 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.

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.

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 (b). On no occasion shall the Port offer time off in lieu of overtime.

## **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 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 October 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.

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.

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, they will leave a list of preferred shifts and 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.

#### 19.03 Biweekly Foreseen Schedule Bid

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

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 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 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.

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”.

3. Where possible shift rotation will be minimized.

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

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 19.03 A (1) above.

2. On a biweekly basis, two (2) week schedules, configured according to Article 19.03 (A) above, with a preference bid sheet will be posted and distributed to employees.

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.

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).

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

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.

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

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.

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.

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".

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

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.

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

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:

- 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.
- 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.
- 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.

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**

Effective June 1, 2023, 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%).

Effective June 1, 2024, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus one and one half percent (1.5%)

Effective June 1, 2025 , base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus one and one half percent (1.5%)

(a) <u>BUS DRIVER</u>	<u>Years of Service</u>	<u>Rate</u>	<u>Effective 6/1/23</u>
	Entry	\$25.42	\$27.96
	After 1 years	\$26.39	\$29.03
	After 2 years	\$27.36	\$30.10
	After 3 years	\$28.35	\$31.19
	After 4 years	\$29.33	\$32.26
	After 5 years	\$30.31	\$33.34
	After 6 years	\$31.30	\$34.43

Effective June 1, 2023, 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, 2023 shall receive a one percent (1%) wage premium for the following twelve (12) months.

Effective June 1, 2024, 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, 2024 shall receive a one percent (1%) wage premium for the following twelve (12) months.

Effective June 1, 2025, 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, 2023 shall receive a one percent (1%) wage premium for the following twelve (12) months.

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

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].

(c) **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, 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 **Just Cause.** The Port shall not discipline or discharge any employee without just cause.

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 Written Warning Notices. If a written warning notice involves a specific incident or violation, such notice, to be considered valid, must be issued within twenty-one (21) 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:

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

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.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

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

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.

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.

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 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 their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine themselves to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to 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**

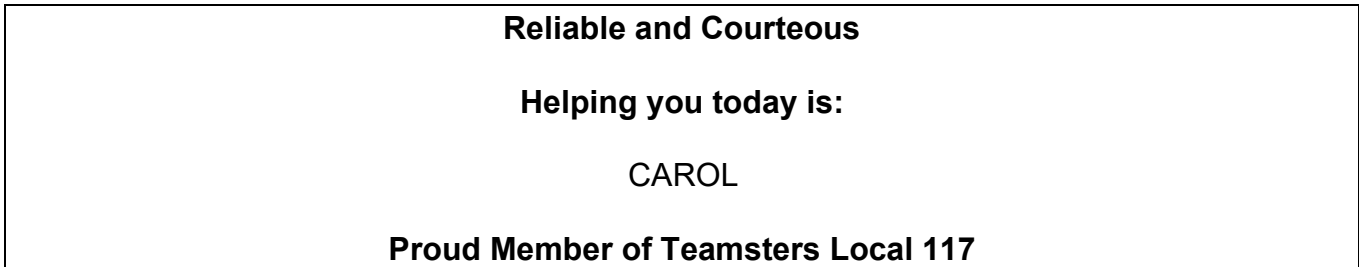
Employees shall not be responsible for lost, damaged, or stolen property except in the case of proven negligence. Upon request of the Union a full report will be furnished to the Union by the Port.

## **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 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:



**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 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 a reduction in force, there shall be 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.

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.

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

- 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.
- 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.
- 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.

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.



## **ARTICLE 32 - DEFERRED COMPENSATION**

As provided below in this Article, 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.

## **ARTICLE 33 - EXAMINATIONS**

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 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 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 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 - 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 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 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.

### **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.

### **ARTICLE 37 – MISCELLANEOUS**

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.

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.

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.

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.

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.

## **ARTICLE 38 - TRANSFER OF WORK/CONTRACTING**

The Port of Seattle will not contract out any of the work presently being done by 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.

## **ARTICLE 39 - BUSINESS PARTNERSHIP COMMITTEE**

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 Operation.

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 Operations by expanding the involvement of employees in the management decision-making process.

39.03. 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 Operation.

39.04. The BPC will develop recommendation(s) for action by Port Aviation Operations management on issues related to the mission of the BPC.

39.05. If Port Aviation Operations management cannot support a BPC recommendation, pertinent issues and information will be shared with the BPC.

39.06. 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 Operations; and
- The BPC will be a partnership in both substantive and procedural decisions involving the Port's Employee Parking Operations;

39.07. The BPC will be made up of one (1) Port manager representing Employee Parking Operation and the Port's assigned Labor Relations Manager and up to one (1) Union employee representative per classification and the Union's assigned Union Representative. Other representatives may be added as needed and agreed upon by the BPC.

39.08. 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.

39.09. 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
- Develop and implement a work plan.

39.10. Approved minutes of BPC meetings will be distributed to all employees, management representatives and other Port personnel associated with the Port's Employee Parking Operation.

39.11. 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.

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.

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 Operations.

#### **ARTICLE 40 - MANAGEMENT RIGHTS**

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.

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.

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

- 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;
- 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;
- 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.

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

#### **ARTICLE 41 - 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:

- 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 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 43 - TERM OF AGREEMENT**

The term of this Agreement shall be June 1, 2023, through May 31, 2026. 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

Appendix A

**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: \_\_\_\_\_

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

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

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

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

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



## **Appendix B**

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

---

### **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.



## **Appendix C**

Memorandum of Understanding  
“Telematics”  
By and Between the

PORT OF SEATTLE  
and  
TEAMSTERS LOCAL UNION NO. 117  
AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS  
Representing Bus Drivers

---

### **Re: Aviation Maintenance Vehicle Fleet--“Telematics”**

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 telematics<sup>1</sup> across most, if not all, of the fleet that is maintained by the Aviation Maintenance Department including, but not limited to, Port owned vehicles operated by employees in this bargaining unit.

The parties have agreed as follows:

1. Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:
  - Reductions in carbon emissions
  - Reductions in fuel costs
  - Reductions in maintenance events
  - Streamlining maintenance
  - Strategic vehicle/asset dispatching
  - Improved customer service
  - Improvements in both compliance and safety
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

---

<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.

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.

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**

---

**Re: Commuter Benefits**

This Memorandum of Understanding (MOU), made effective as of the date of signing, is entered into by and between Teamsters Local Union No. 117 (Union) and the Port of Seattle (Employer), referred to herein collectively as the Parties.

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:

- 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.

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.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8i

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE:** June 6, 2023

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

**FROM:** Mikel O’Brien, Senior Director of Labor Relations  
Matthew Bullock, Labor Relations Manager

**SUBJECT: New Memorandum of Understanding Between the Port of Seattle and the Seattle Building and Construction Trades Council and its Affiliated Union; The International Union of Painters and Allied Trades District Council 5, Local Union No. 1094**

**Total Port Cost Increase for the Duration of the Agreement: \$12,600.00**

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute a new Memorandum of Understanding (MOU) between the Seattle Building and Construction Trades Council and its Affiliated Union, representing Sign Painters employed at Aviation and Marine Maintenance covering the period from January 29, 2023, through December 31, 2023.

**EXECUTIVE SUMMARY**

Good faith bargaining between the Seattle Building and Construction Trades Council and its Affiliated Union, and the Port of Seattle resulted in a fair memorandum of understanding consistent with Port’s priorities.

There are currently four (4) Sign Painters employed at the Port who regularly work for that work at Aviation and Marine Maintenance.

This MOU supersedes the MOU by and between Port of Seattle and The International Union of Painters and Allied Trades signed December 9, 2019. This MOU establishes new classification of step 2 level Sign Painter which will be the current Sign Painter rate plus \$2.00 per hour. This classification will remain in effect through December 31, 2023.

This MOU is for eleven months covering the period from January 29, 2023, through December 31, 2023. The estimated total additional cost for wages and benefit increases over the term is \$12,600.00.

Meeting Date: June 13, 2023

**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 29, 2023, through December 31, 2023.

**FINANCIAL IMPLICATIONS**

***Wages***

Classification	Current Rate
Sign Painter	\$35.43
Sign Painter 2	\$37.43

The estimated total cost to the Port of Seattle for the duration of the contract is **\$12,600.00**.

**ATTACHMENTS TO THIS REQUEST**

- (1) Memorandum of Understanding

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

**MAINTENANCE AGREEMENT ADDENDUM BETWEEN THE PORT OF SEATTLE AND THE SEATTLE BUILDING  
AND CONSTRUCTION TRADES COUNCIL**

**APPENDIX F**

**Memorandum of Understanding**

**By and Between**

**Port of Seattle**

**And**

**The International Union of Painters and Allied Trades, Sign Painters Local 1094**

This Memorandum of Understanding Shall be effective in conjunction with the Maintenance Addendum. The purpose of this memorandum of understanding is to modify the Full Time Regular Painter wage rate, pension and benefits in the Uptown Agreement and Maintenance Addendum as follows:

1. Sign Painters shall no longer receive premium pay for special assignments. In lieu of all premium pay, FTE Sign Painters shall receive a 12% premium pay on top of the base wage rate established.
2. Full Time Employee (FTE) Sign Painters shall receive the pension amounts listed in Article XX and Article XXII of the Striping Agreement for Washington & Idaho. Specifically, FTE Sign Painters shall participate in the Paint Makers Pension defined contribution plan and the IUPAT Industry Pension defined benefit plan.
3. Emergency Hire (EH) and Limited Duration (LD) Sign Painters shall receive the pension amounts listed in the Sign Painters Uptown Agreement. Specifically, EH and LD Sign Painters shall participate in the IUPAT Industry Pension defined benefit plan.
4. FTE, LD and EH Painters shall receive the health and welfare amounts required to maintain the benefits of the Local 1094 Health and Welfare Medical Trust.
5. Sign Painters, including Emergency Hire Sign Painters who perform work any hours on any of the observed designated holidays shall be paid the actual time worked at double the regular-time rate.
6. Sign Painters with 5 or more years of Port classification experience will move to Sign Painter step 2. The rate for determining the step 2 Sign Painter will be the current Sign Painter rate plus \$2.00 per hour. This classification will remain in effect through December 31, 2023.
7. This MOU supersedes the MOU by and between Port of Seattle and The International Union of Painters and Allied Trades Local 1094, signed December 8, 2019. This MOU is effective January 29<sup>th</sup>, 2023, and will remain in effect through December 31, 2023.

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

FOR THE PORT OF SEATTLE:

FOR THE UNION:

By: \_\_\_\_\_  
Stephen P. Metruck,  
Executive Director

By: \_\_\_\_\_  
Anthony Thompson,  
International Union of Painters and Allied Trades  
District Council 5, Local 300

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8k

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE:** May 15, 2023  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Mike Villa, Chief of Police

**SUBJECT: Contract 21CP to Validate Policing Assessment Completion Progress**

**Amount of this request:** \$120,000  
**Total estimated project cost:** \$349,350

**ACTION REQUESTED**

This item is requesting that (1) the Commission determines that a competitive process is not appropriate or cost-effective and exempts the contract from a competitive process consistent with RCW 53.19.020; (2) the Executive Director executes a contract with 21st Century Policing, LLC (21CP) to provide expert services for reviewing and reporting on the progress of implementing policing assessment recommendations for a contract total of not more than \$120,000 over a four-year period.

**EXECUTIVE SUMMARY**

Request Commission authorization to execute a competition exemption for the purpose of contracting the original Consultant (21st Century Policing, LLC) that developed the Policing and Civil Rights Task Force Facilitation and Assessment to review and report the ongoing implementation progress of their 52 recommendations (issued in September 2021) and validate the completion of recommendations by POSPD.

**JUSTIFICATION**

Port of Seattle Commission Motion 2020-15 authorized the creation of a Task Force on Port Policing and Civil Rights (Task Force). The consultant, 21CP Solutions (21CP), was contracted in September of 2020 to conduct a comprehensive assessment of the Port of Seattle Police Department (POSPD) for a cost of \$229,350. The Commission authorized this contract under RCW 53.19.020 with a competition waiver. 21CP worked collaboratively with the Task Force and its multiple subcommittees to understand POSPD and determine recommendations for change. The report titled, "Recommendations for the Port of Seattle Task Force on Policing and Civil rights" was published in September 2021. The report does not contain metrics or make it clear how progress on the recommendations will be tracked or who determines when a recommendation is complete.



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This follow on contract would provide for third party validation of the work being done by POSPD and the Port to comply with the recommendations. Further, it will provide for a report to be completed each year that will make transparent to the organization and community the progress on implementation of the 52 recommendations. The Chief of Police will provide details of the department’s implementation progress when providing the police annual report to the Commission. Competing this contract at this time is neither cost effective nor appropriate as 21CP worked with the Port and Task Force to make the original recommendations. 21CP understands the concerns of the Port and the community and is aware of the intent behind each of the recommendations. 21CP as the author of the original report would be expected to support the recommendations as written and not add new intentions to the work being done to comply with the original recommendations. A new consultant may have different ideas on best practices and may not agree with the recommendations or their intent.

***Diversity in Contracting***

The intention of utilizing the same consultant that developed the original recommendations in 2020 (which was authorized with a competition waiver at that time) precludes the use of another consultant for reasons listed in the memo and does not adversely or positively impact Diversity in Contracting goals.

**DETAILS**

In September of 2021, 21CP Solutions issued a report titled, “Recommendations for the Port of Seattle Task Force on Policing and Civil Rights”. The report contains 52 recommended changes for the Port of Seattle Police Department (POSPD). The report does not contain metrics or make it clear how progress on the recommendations will be tracked or who determines when a recommendation is complete. This project will provide a mechanism to review on an annual basis the work of the POSPD to implement the recommendations. It will also provide for a report that details findings and makes transparent the progress on implementing the recommendations.

***Scope of Work***

The work will consist of three main categories:

- Annual review of documents provided by the POSPD that demonstrate the implementation of recommendations.
- Annual in-person compliance audit to review implementation of policy and procedure changes related to the recommendations.
- Annual written report that details the progress on implementing the recommendations

Tasks and Deliverables

1. Review of Documents

The Consultant will review documents provided to them by the POSPD for each of the recommendations that POSPD believes have been implemented. The documents will provide a

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description of the work performed and other documentation that supports the completion of that recommendation. The dates associated with the Tasks and Deliverables outlined below are based on an assumption that POSPD will produce the relevant documentation by July 1, 2023, for the first review and then by February 15, for each subsequent review.

#### Deliverables

- The Consultant will provide the Port with their initial written findings from the document review and what additional documentation they may need to determine implementation for each recommendation submitted. Due: July 28, 2023, and then 14 days before each scheduled audit date.
- The Consultant will provide the Port with a list of persons or subject matter areas for any interviews they intend to complete during the compliance audit. Due: July 28, 2023, and then 14 days before each scheduled audit date.

#### 2. Compliance Audits (May be a mixture virtual and on-site as needed)

The compliance audit will be used to answer questions that arise from the document review through the use of interviews and additional documentation. It will also allow for the auditing of any records or other information that are kept on site.

#### Deliverables

- Consultant will schedule virtual and in-person interviews/document reviews as needed to determine compliance with recommendations. Due: August 15, 2023, and then March 31 of 2024, 2025, 2026.

#### 3. Written Report

The written report will provide a brief background to how the recommendations were made and the process by which the Consultant is evaluating the implementation. The report will provide a brief description of the timelines in this agreement and a summary of all 52 recommendations and the history of when each was determined to have been implemented. The Consultant will provide detail of their findings for each recommendation submitted by POSPD in that year. It will specifically detail if the recommendation has been implemented along with a brief description of how it was completed. For those recommendations submitted that the consultant believes have not been implemented, they will provide a description of what was lacking and what specific tasks must be completed to prove implementation.

#### Deliverables

- An annual written report Due: August 31, 2023, and then April 15 of 2024, 2025, 2026.
- A presentation to the Port of Seattle Commission and/or the Port of Seattle Police Department, if requested.

Meeting Date: June 13, 2023

***Schedule***

Anticipated Notice to Proceed (Consultant cannot start work until a fully executed SD from the Port is received)	2023 Quarter 2
2023 Written Report	2023 Quarter 4
2024 Written Report	2024 Quarter 2
2025 Written Report	2025 Quarter 2
2026 Written Report	2026 Quarter 2

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Complete a competitive process for a consultant to review and report on implementation progress for the 52 recommendations.

Pros:

- (1) A competitive process open to all consultants

Cons:

- (1) Additional cost and time for a new consultant to understand the Port, POSPD, the recommendations and their intent.
- (2) A new consultant may not understand the intent of the original recommendations and may have different viewpoints on the recommendations and policing best practices.

This is not the recommended alternative.

**Alternative 2** – Have a port employee be responsible for validating and reporting on the implementation of the recommendations.

Pros:

- (1) Work may be completed more quickly.
- (2) Cost may be absorbed in existing employees’ work time.

Cons:

- (1) Lack of third-party validation and possible negative public perceptions.
- (2) Port employees lack of knowledge and understanding of policing.

This is not the recommended alternative.

**Alternative 3** – Do a competitive exemption and allow the original consultant to examine and report on the progress made in the implementation of their recommendations.

Pros:

- (1) Provides third part validation of recommendation implementation.
- (2) Provides consistency with the original recommendations.
- (3) Provides quicker start-up time by original consultant understanding the Port, POSPD, the recommendations and their intent.

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Cons:

- (1) Lack of a competitive process to hire a consultant.

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

**ATTACHMENTS**

None.

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

September 14, 2021 – The Commission was briefed on Final Policing Assessment Report featuring Task Force Recommendations

September 8, 2020 – The Commission authorized 21CP contract under RCW 53.19.020 with a competition waiver

July 14, 2020 – The Commission authorized creation of Policing and Civil Rights Task Force (Motion 2020-15)

**RETURN TO AGENDA**

**ORDER 2023-08**  
**AN ORDER OF THE PORT OF SEATTLE COMMISSION**

...to pilot a program with Transportation Network Companies that expands the geographic area where drivers can enter the queue to pick up customers at SEA.

**PROPOSED**  
**JUNE 13, 2023**

**INTRODUCTION**

Sea-Tac International Airport (SEA) ground transportation access for customers is supported by a robust fleet of Transportation Network Companies (TNC) and drivers. TNC drivers queue up at a staging lot commonly known as the South 160<sup>th</sup> Lot. TNC drivers assemble in the lot and are dispatched to pick up passengers. This lot is close to terminals and allows drivers to quickly respond to customers.

TNC drivers provide an important and valuable transportation alternative for SEA customers. TNC's provide as many as four million total pick-ups and drop-offs per year, generating close to \$20 million in revenue.

To serve airport customer demand for efficient transportation options, TNC drivers gather daily well in advance of peak times to ensure access to opportunities for rides. Because of current rules intended to prevent drivers from circling on the airport drives, drivers must queue in the S. 160<sup>th</sup> Lot, which on some occasions results in up to four-hour long wait times for drivers before being assigned to a TNC customer. To ensure their place in line, drivers must take all needed rest breaks, meals, and restroom breaks in the lot.

The Port recognizes that when drivers choose to wait in extended lines for customers, drivers need a sheltered space for breaks; and that clean, functional restrooms are critical to maintaining a safe and healthy workforce. In response, the Port is planning to install industrial style bathrooms and ten electric vehicle chargers in the lot. The Port has also developed several options for a sheltered break and rest area for drivers. However, the installation of a permanent shelter will take significant time and cost. Therefore, the Port intends to work with TNC's to reform the current TNC staging and create a pilot program to allow driver access to necessities while in the community, rather than being limited to facilities at the S. 160<sup>th</sup> Lot.

With customer service and the well-being of drivers in mind, this Order directs the Executive Director to develop a pilot program with TNC's that allow drivers to enter the virtual customer pick-up queue at offsite locations. Aviation staff shall also consult with driver advocates on the development of the program. This pilot will allow drivers to access amenities in surrounding

47 communities rather than waiting for hours in the S. 160<sup>th</sup> Lot. The Port will also engage with  
48 drivers’ advocates and surrounding communities to understand how this change functions  
49 practically in the communities where drivers gather and access amenities.

50

51

**TEXT OF THE ORDER**

52

53 The Executive Director, or delegate, shall implement a one-year pilot project to reduce congestion  
54 in the S. 160<sup>th</sup> Lot at SEA.

55 This Order directs implementation of a pilot program to expand the geographic area in which TNC  
56 drivers can enter the virtual queue to pick up customers at the airport. This pilot is intended to help  
57 address the current congestion, wait times, and lack of amenities at the S. 160<sup>th</sup> Lot while a long-  
58 term solution is being pursued. The outcomes of the pilot will inform the need for permanent  
59 shelter and amenities within the S.160<sup>th</sup> Lot and highlight partnership opportunities with local  
60 municipalities to ensure drivers can meet customer demands while having safe places for break  
61 times and to access community amenities.

62

63 The pilot program will be implemented as soon as it is feasible from an operational, contractual,  
64 and technological standpoint and/or may be included in a new agreement intended for  
65 implementation January 1, 2024. Port staff shall conduct a review of the pilot one year after  
66 implementation.

67

**STATEMENT IN SUPPORT OF THE ORDER**

68

69 The Port of Seattle has a history of working with drivers, organizers and TNC companies to  
70 improve conditions and provide efficiency. This Order will help direct a mutually beneficial  
71 arrangement to support improved working conditions for TNC drivers at the airport.

72

73 TNC drivers provide a valuable service to airport customers and do not currently have ready access  
74 to facilities and amenities available to other airport service providers. TNC operating companies  
75 likewise benefit from drivers being able to stage close to airport customers. Collaborations and  
76 exploration of cost-sharing opportunities could benefit both parties.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 10b

**ACTION ITEM**

**Date of Meeting** June 13, 2023

**DATE :** June 1, 2023

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

**FROM:** Kenneth R. Lyles, Interim Managing Director Maritime Division  
Linda Springmann, Director of Cruise Operations and Maritime Marketing  
Mark Longridge, Capital Project Manager, Waterfront Project Management

**SUBJECT: Pier 66 Cruise Shore Power Project Additional Construction Funding (C800120)**

**Amount of this request:** \$6,000,000  
**Previously Authorized:** \$38,000,000  
**Total estimated project cost:** \$44,000,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to approve additional funding in the amount of \$6,000,000 for construction of the Pier 66 Cruise Shore Power project and 1) to award and execute a contract with the lowest responsible bidder 2) to enter into all final agreements to support the project, including agreements with tribes.

**EXECUTIVE SUMMARY**

The Port is an industry and regional leader in economic development and sustainability. The Port recognizes its responsibility and the importance of concerted efforts to balance economic growth with sustainability. The Seattle Waterfront Clean Energy Strategic Plan and the recently adopted Maritime Climate and Air Action Plan provide a Port investment strategy to protect the environment and improve community health. Through this approach the Port seeks to achieve its vision of being the greenest, most energy efficient port in North America and transition to zero-emission operations by 2050.

The provision of shore power for cruise ships is the Port’s greatest opportunity to reduce greenhouse gas (GHG) emissions and improve local air quality. Currently, the Port’s Smith Cove Cruise Terminal at Terminal 91, which opened in 2009, provides shore power at its two cruise vessel berths. The single berth facility at Pier 66’s Bell Street Pier Cruise Terminal, which opened in 1999, does not have shore power for cruise vessels.

To enable shore power connections by shore power capable cruise ships at Pier 66, the Port has worked closely with Seattle City Light (SCL), Northwest Seaport Alliance, City of Seattle and other partners to plan and provide shore power to Pier 66 . The new shore power will use an innovative

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approach: installing a submarine cable from Terminal 46 to Pier 66 in lieu of bringing power through the congested City right-of-way. This approach significantly reduces project costs and avoids construction-related impacts to the waterfront.

In December 2019 the Port Commission authorized staff to proceed with the design and permitting phase of the project, to proceed on long lead material procurements in December 2021, and authorized the advertisement and award the construction contract in January of 2023. Staff has since completed the design and submitted application packages for various environmental permits while engaging important stakeholders such as the Suquamish and Muckleshoot Tribes, City of Seattle’s Department of Construction and Inspection, SCL, Washington State Ferries, the Army Corps of Engineers, Department of Natural Resources (DNR), U.S. and Washington State Fish and Wildlife, NOAA Fisheries, US Coast Guard, and the Puget Sound Pilots in the design development. Staff has also bid and negotiated the submarine cable and shore power equipment purchases respectively, and these elements are now committed in production. The major works contract was advertised, and bids were opened for the construction contract on May 16, 2023.

Two bids were received in response to the construction advertisement and acceptance of either bid would exceed the previously authorized total project budget of \$38,000,000. The lowest bid received was from Orion Marine Contractors Inc. for a total of \$20,755,000 which is \$3,868,000 or 22.9% over the Engineer’s Estimate of \$16,887,000. This overage can be chiefly attributed to the current construction market and specialized nature of the work.

The additional funds requested in this action will be used to cover the difference of the bid amount including Washington state sales tax and to ensure funds are available for project contingencies.

The recommendation is to accept the low bid of Orion Marine Contractors Inc. Their bid has been reviewed and confirmed that they are the lowest and responsible bidder. Acceptance of the low bid would also meet the project goal of 5% WMBE participation.

The project scope has been carefully developed over the past several years to optimize the cable pathway and terminal duct bank layout to minimize operational impacts. The project has gone through a long and complex permitting process. As a result, limited opportunities exist to modify the scope or packaging of the project. Significant pre-purchases of the submarine cable and electrical equipment have also been completed and are currently in production. Rejecting this current bid would delay completion of the cruise shore power activation at Pier 66 and would incur significant additional costs required to readvertise the project in one or several contract packages that may not result in any additional bids or in lower project cost.

Approval of this funding request will allow the construction phase to begin, work to start with minimal delay to complete the shore power installation in the 2024 cruise season.



Meeting Date: June 13, 2023

**JUSTIFICATION**

The Bell Street Pier Cruise Terminal at Pier 66 is a single berth cruise facility in the heart of downtown Seattle’s waterfront. Pier 66 is the Port’s first cruise terminal—opened in 1999—and is homeport to Norwegian Cruise Line (NCL) and its subsidiary Oceania Cruises. This terminal, along with the Smith Cove Cruise Terminal at T91 contribute significantly to the region’s economy, generating more than 5,500 jobs and nearly \$900 million in total local business revenue each cruise season.

In addition to its economic development mission, the Port is also a global leader in sustainability and is committed to addressing global climate change and improving local air quality. In 2017 the Port’s Commission adopted GHG reduction targets in alignment with the Paris Climate Agreement, then updated goals in October 2021 in recognition of the climate crisis. In November 2021, the Port Commission adopted the Maritime Climate and Air Action Plan which identifies strategies and actions the Port can take over the next 10 years to achieve the Port’s Century Agenda GHG target to reduce emission 50% by 2030 and to position the Port to phase out emissions entirely by mid-century. Most recently, in May 2022 the Port launched a collaborative effort to explore the feasibility of a maritime green corridor aimed at accelerating the deployment of zero greenhouse gas (GHG) emission ships and operations between Alaska, British Columbia, and Washington.

By installing shore power at Pier 66 by 2024, the Port will meet its objective in the Northwest Ports Clean Air Strategy to provide shore power at all major cruise berths six years early and further supports the Port’s efforts to meet its GHG targets. The electricity needed to power ships berthed at Pier 66 is available from City Light without extensive infrastructure upgrades or transmission changes. This project does require the Port to invest in the new connection from the south, but the unique solution of utilizing a submarine cable for power delivery, instead of trenching in the congested City right of way, significantly reduces the overall cost.

The Port’s two shore power connected cruise berths at T91 are already resulting in significant emission reductions. In 2022, 83% of shore power equipped homeport calls at Terminal 91 connected and avoided an estimated 2,100 tonnes of CO<sub>2</sub>.

On a basis of cost per tonne of carbon emissions avoided, assuming a 30-year infrastructure life and \$44 million cost, staff estimates the cost (in 2023 dollars) of the cumulative carbon reduction by 2050 to range from \$355 to \$406 per tonne. This range depends on the percentage of shore power connections attained, from 77% (the number of shore power capable homeport calls at Pier 66 in the 2023 season), to reaching the Port’s goal of 100% of all calls connecting to shore power and is in line with other emission reduction investments at the Port, like the Airport’s Stage 3 Mechanical Upgrades, which was \$300 per tonne.

To-date the Port has been awarded three grants for the Pier 66 Shore Power project: EPA’s Diesel Emission Reduction Act (DERA) grant; VW Settlement grant through Washington State Department of Ecology; and Centralia Coal Transition (TransAlta) grants, totaling \$2,920,000 (of

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which the \$1,000,000 TransAlta grant has already been received). The Port has also received \$2,000,000 of funding for this work from the Washington State Department of Commerce. Cost sharing strategies and discussions with the Port’s leasehold partner, Norwegian Cruise Line Holdings, continue and will be further developed.

The Port continues to work with SCL to draft an agreement or agreements that would provide an overarching approach for cost-sharing and responsibilities in delivering the Pier 66 Shore Power Project, and for long-term operations and maintenance.

***Diversity in Contracting***

The project team in coordination with the Diversity in Contracting Department has included a 5% WMBE goal in the major work contract aspirational goal for this work.

**DETAILS**

**Scope of Work**

The major components of the P66 shore power project’s work scope include the following:

- (1) Pier 66 onsite shore power infrastructure/equipment/system inclusive of shore power cable management device.
- (2) Approximately one mile of 29.4kV submarine cable and associated armoring.
- (3) Environmental impact mitigation as required by agencies and Tribal Governments.
- (4) Terminal 46 onsite shore power infrastructure, including power vaults, switches and conduit ductbanks.
- (5) Offsite shore power related infrastructure and feeders by Seattle City Light.
- (6) Design development, permitting, environmental review and construction support.

***Schedule***

Design and Permitting Authorization	Q4 2019
Long lead item and City Light Service Agreement commission funding authorization	Q4 2021
Memorandum of Agreement with Seattle City Light	Q1 2023
Construction funding authorization (this request)	Q1 2023
Final Permits Issued	Q1 2023
Major Works Contract Advertised, Awarded	Q2 2023
Site Construction Starts	Q3 2023
In-use date	Q2 2024

Costs stated below reflect total project costs and do not account for any reimbursements from grants, Seattle City Light, Norwegian Cruise Lines or other project partners.

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<b>Cost Breakdown</b>	<b>This Request</b>	<b>Total Project</b>
Design	\$0	\$1,255,000
Material Pre-Procurements	\$0	\$7,600,000
Construction (Incl. contingency, WSST, mitigation, etc.)	\$6,000,000	\$35,145,000
<b>Total</b>	<b>\$6,000,000</b>	<b>\$44,000,000</b>

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Defer or cancel implementation of Shore Power at P66.

Cost Implications: While this approach would avoid the majority of capital costs going forward, significant penalties would need to be paid to cancel existing contracts for the advance materials, and the design costs to date would need to be expensed.

Pros:

- (1) Lower capital costs.

Cons:

- (1) The Port would not be able to provide shore power connections at Pier 66, and would not be able to meet the Port’s Commission adopted GHG reduction targets.
- (2) Significant penalties would need to be paid to cancel existing material contracts for the submarine cable and electrical equipment.

This is not the recommended alternative.

**Alternative 2** – Award the major works contract to the lowest bidder and implement the current design, proceed to activate the cruise shore power system as soon as possible.

Cost Implications: Commits the Port to a single major works contract to construct electrical infrastructure, install owner furnished submarine cable and electrical equipment.

Pros:

- (1) Achieves greatest GHG reductions as soon as possible.
- (2) Utilizes current design and procurement efforts to implement plan.

Cons:

- (1) Costs are significantly higher than previously estimated.
- (2) Federal permits are still under final review. There is a very slight but non-zero risk that these may not be achieved, or may be delayed.

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

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**FINANCIAL IMPLICATIONS**

Current total project estimate has increased 16% from the prior authorized amount of \$38.0M due to historically high construction escalation, a very active bidding market and the specialized nature of the work.

The distribution of the capital and expense values below are estimated and will depend on the bid amounts, final construction quantities and resultant costs to be shared with SCL. The expense amount shown is the anticipated Public Expense portion of the project to be reimbursed by SCL based on the bid pricing, however the actual reimbursement will be based on actual construction prices. Capital totals below also include anticipated ERL project funding to cover anticipated incremental costs for soil disposal on Terminal 46.

<b><i>Cost Estimate/Authorization Summary</i></b>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Previous estimate	\$35,000,000	\$3,000,000	\$38,000,000
Current change	\$5,869,000	\$131,000	\$6,000,000
Revised estimate	\$40,869,000	\$3,131,000	\$44,000,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$35,000,000	\$3,000,000	\$38,000,000
Current request for authorization	\$5,869,000	\$131,000	\$6,000,000
Total authorizations, including this request	\$40,869,000	\$3,131,000	\$44,000,000
Remaining amount to be authorized	\$0	\$0	\$0

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

This project has been included in the approved 2023 Plan of Finance under C800120 P66 Shore Power with a total project cost of \$32.5M.

The Port’s cost share of the project is being funded by the Tax Levy. Approximately \$3M of the project is funded with grants from U.S. EPA, WA Dept of Ecology, and TransAlta, plus an additional \$2.0M from the Washington State Department of Commerce.

Ongoing discussions with the Port’s leasehold partner, Norwegian Cruise Line Holdings, may result in additional non-Port funding for the project.

***Financial Analysis and Summary***

Project cost for analysis	\$44,000,000
Business Unit (BU)	Cruise Operations

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Effect on business performance (NOI after depreciation)	<ul style="list-style-type: none"><li>• No incremental operating revenue or cost-savings is directly associated with this project.</li><li>• On-going maintenance expenses, if any, are not yet known. Other ongoing costs may include recurring payments for a long-term easement granted by the DNR to SCL, rate to be determined.</li><li>• Estimated useful life of shore power infrastructure is 30 years, resulting in a depreciation expense of approximately \$1.47M annually. NOI after depreciation will reduce by that respective amount.</li></ul>
IRR/NPV (if relevant)	N/A

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

December 4, 2019 – Design and permitting authorization of \$1,255,000

December 14, 2021 – Advance material procurement authorization of \$7,600,000

January 10, 2023 – Construction Funding authorization of 29,145,000



# Pier 66 Shore Power Project Additional Construction Funding

# Pier 66 Bell Street Pier Cruise Terminal

- Opened in 1999
- Single berth facility and homeport to Norwegian Cruise Line and Oceania vessels
- Upgraded to accommodate newest NCL vessels in 2018
- Recent P66 Interior Modernization further enhanced areas jointly used by cruise and Bell Harbor Conference Center
- Cruise contributes 5,500 jobs and nearly \$900M in total business revenue annually



# Shore Power is a Key Environmental Strategy

## Maritime Climate and Air Action Plan:

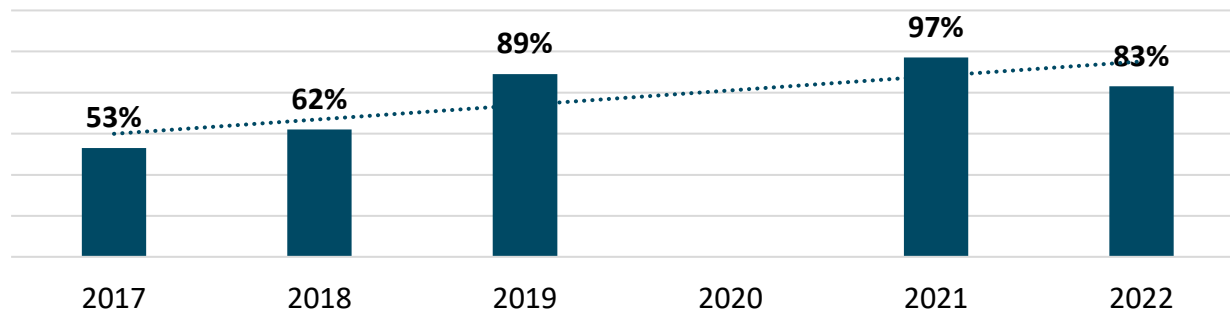
- Implement the Seattle Waterfront Clean Energy Strategy
- Install cruise shore power at Pier 66 by 2024, six years ahead of the Northwest Ports Clean Air Strategy goal
- Work with cruise lines to make 100% of homeport calls shore power-capable and plug in by 2030, if not before
- Incorporate sustainability best practices into leases and agreements





# Environmental Benefits and Successes

- 93 percent of electricity in Seattle comes from low carbon, low-cost sources, like hydroelectricity
- Ships that use Seattle's clean electricity instead of fossil fuels at berth reduce CO<sub>2</sub> and air pollutants
  - 2019: shore power use reduced about 2,900 metric tonnes of CO<sub>2</sub>
  - 2021: shore power use reduced about 1,700 metric tonnes of CO<sub>2</sub>
  - 2022: shore power use reduced about 2,200 metric tonnes of CO<sub>2</sub>
- Cruise lines are demonstrating commitment to use shore power at Terminal 91 with higher connection rates in recent years:



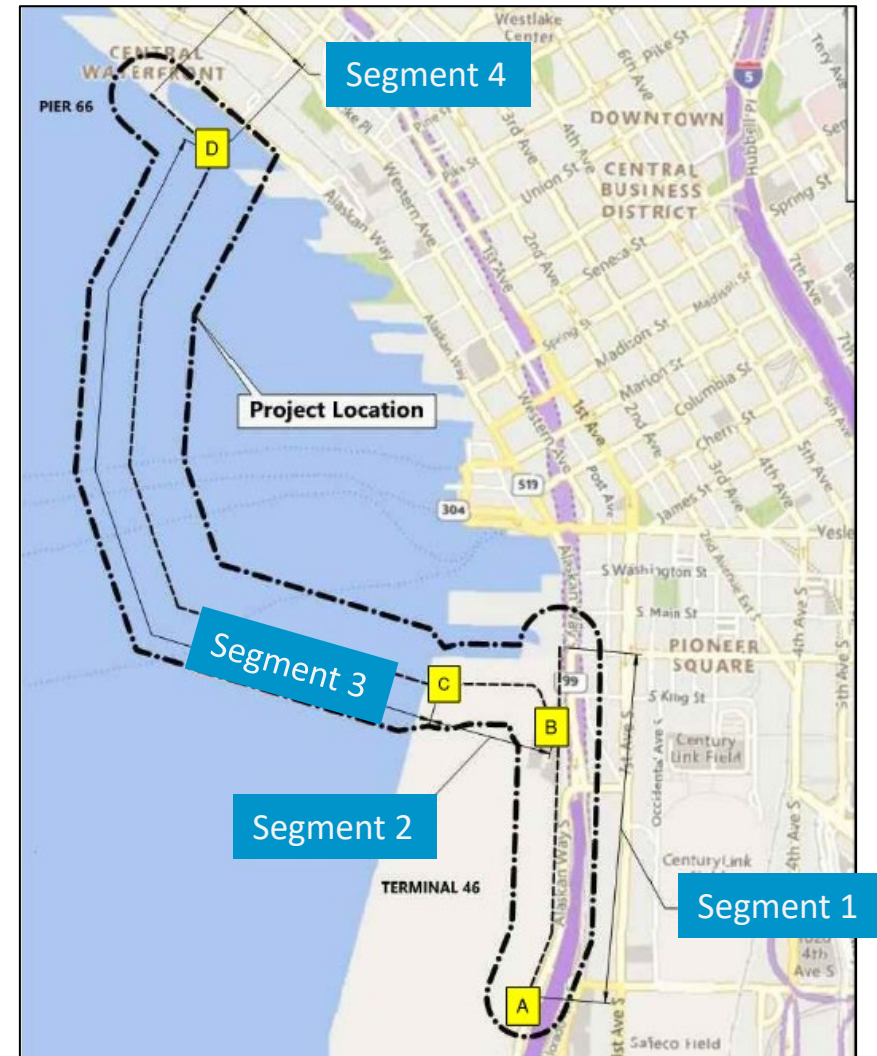
- At Pier 66, many ships are shore power-equipped and expect to connect once a connection is available



# Project Components

## Four key segments:

- **Segments 1 & 2:** Landside infrastructure at Terminal 46. Cost sharing with Seattle City Light on Segment 1
- **Segment 3:** Approximately 1-mile submersible cable in Elliott Bay
- **Segment 4:** Shore power equipment and infrastructure on Pier 66. Two shore power connection points with cable management system to offer connection flexibility



# Project Status/Authorization Request

- Pre-procurements executed for submarine cable and electrical equipment. Both in production now
- 100% design complete, contract advertised, and bids opened 5/16
- Two bids received; low bid 23% over the Engineer's Estimate
- Requesting additional funding to allow for execution of major works contract including WSST & adequate contingencies

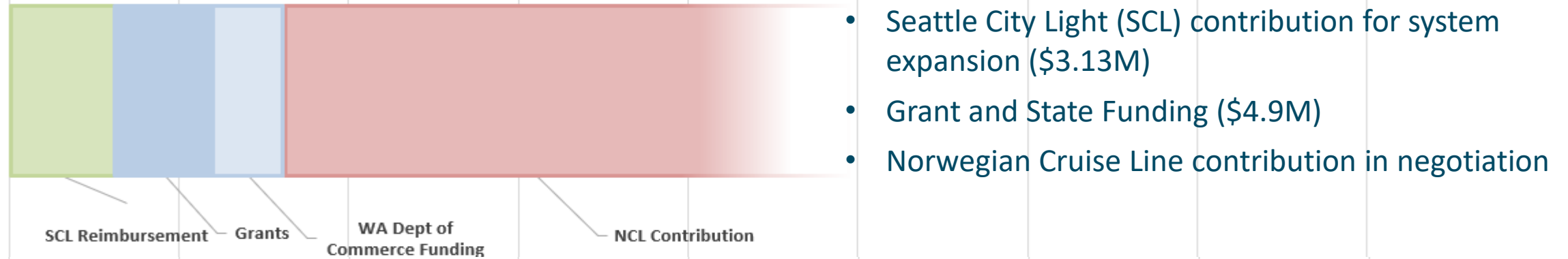
Total amount of this request: \$6,000,000

Total project budget: \$44,000,000

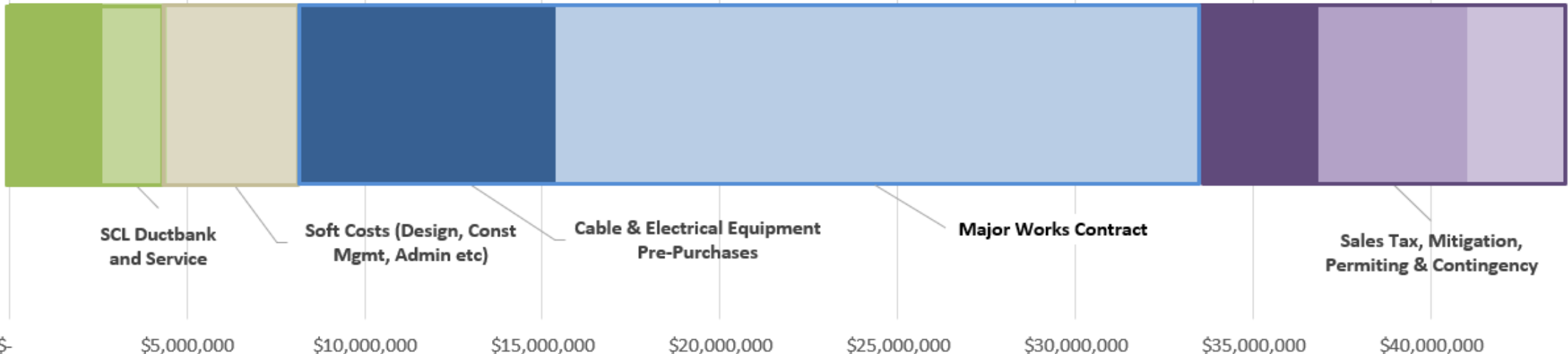
# Project Budget

- Project budget is \$44M which is offset by several sources:

## REIMBURSEMENTS



## EXPENSES



# Next Steps

- Execute major works contract
- Cable delivery scheduled for July 2023
- Shore power funding agreement and possible lease amendment with Norwegian Cruise Line Holdings: Q3, 2023 (separate action)
- Onsite construction, testing & commissioning: Q3, 2023 – Q2, 2024



# Questions?

[RETURN TO AGENDA](#)



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 11a

**BRIEFING ITEM**

**Date of Meeting** June 13, 2023

**DATE:** March 14, 2023

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

**FROM:** Luis Navarro, Director, Workforce Development Programs

**SUBJECT:** **2022 Workforce Development Annual Report**

**EXECUTIVE SUMMARY**

Workforce development is critical to achieving the Port’s mission as an economic development agency. As a regional Anchor Institution, the Port leverages its cross-sector influence and leadership to promote long-term, sustainable advancements across port-related economic activities that promote equity. In 2022, the Port continued to invest in regional workforce development, with a significant commitment for increased funding in maritime programs.

In the 2022 State of the Port, Port Commission President Ryan Calkins, and Executive Director Steve Metruck indicated that the successful rebound of our key business activities in 2022 allows the Port to maximize our reinvestment in the Port’s mission and vision. They also said that the success of our Port and region depends on our people being safe, trained, resourced, and ready for the work ahead. To that end, the 2023 budget makes a larger investment in people and programs than any budget in recent years, and we will add full-time employees and contractors to improve customer services and advance initiatives in all Port divisions.

In 2022, the Port invested in communities-oriented programs in workforce development in the port-related sectors of maritime, aviation, construction trades, and green jobs. The Port also added resources for the South King County Community Impact Fund to mitigate the impacts of the pandemic on the community and support regional economic recovery and advanced the implementation of the Duwamish Valley Community Equity Program and other important community-centered programs.

**BACKGROUND**

In June 2020, the Port of Seattle Commission adopted the Workforce Development Policy Directive under Resolution 3776, with the purpose of fulfilling the Century Agenda strategic objectives of increasing equitable access for workers in port-related economic activities in maritime, aviation, construction trades, green jobs, and other port related industries and activities. Resolution 3776 provides guidance in two key provisions:

- Goal 1: Increase Equitable Access to Economic Prosperity. Increase equitable workforce access to jobs and the trades in port-related economic activities, with an emphasis on expanding opportunities to near-port communities, which are most disproportionately

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impacted. Port staff will develop program priorities, actions, benchmarks, and metrics for success.

- Goal 2: Leverage Port Impact and Innovation. Identify and prioritize opportunities for leadership to influence and promote a sector-based approach to workforce development centered on equity, diversity, and inclusion.

Resolution 3776 also requires staff to provide an annual report to the Port Commission. The report also satisfies a requirement under RCW 53.08.245(2)(c) by providing quantitative information on program outcomes including: the number of workers trained, recruited, placed in jobs, and retained; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public.

In a report provided by Consultant Robert Watrus, an expert in workforce development, he indicated that, according to the Bookings Institution, Washington State Security Department and the City of Seattle Office of Economic Development, the Seattle-King County economy has largely rebounded from the Covid recession in terms of number of jobs, which is now higher than pre-pandemic; and unemployment rate, which now stands at around three percent, after having reached a high of 15 percent at the peak of the recession. However, there are certain fundamentals of the region's economy that remain unchanged – before and after Covid. First, equity and inclusion remain issues to address. Second, port-related industries and occupations remain a good source of quality, family wage jobs and, therefore, a target of opportunity for the Port's workforce development efforts. And third, people of color and women remain underrepresented in port-related industries and occupations—especially quality, family wage occupations—and this will remain the case absent equity, diversity, and inclusion efforts.

The Workforce Development Council of Seattle-King County's Workforce Dynamics dashboard shows that "income disparities in King County are vast and fall along racial lines. King County enjoys higher incomes than the state or national averages, but this relative prosperity is concentrated among the white population. The greatest income disparities in King County are concentrated in zip codes in South King County, home to the majority of the region's BIPOC communities".

### **Port Investments**

In 2022, the Port invested \$2.5 million in external workforce development programs in the port related sectors of aviation, construction trades and maritime. Investments included contracts with service providers such as: Port Jobs, Partner in Employment, pre-apprenticeship training organizations including ANEW, the Urban League of Metropolitan Seattle, and we joined the City of Seattle and Sound Transit in outreach and training programs in construction. The Port also supported the Maritime High School, the Youth Maritime Collaborative, and DIRT Corps to support green jobs in the Duwamish Valley. The following is a report on the impact of the Port investments



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in workforce development. This memo also outlines how the Port influences the regional workforce development system and how we leverage external funding to support port sectors.

**2023 Trends**

In 2023, the job market has remained strong for jobseekers. Employers continue to be concerned with being able to hire enough people to maintain appropriate service levels. Our department continues to contract with regional training organizations that provide skills to youth and adults preparing them for family wage jobs. The Port continues to support a diverse pipeline in aviation, construction trades, and maritime.

**2022 RESULTS**

Results of Investments (ROI) in workforce development for 2022 are presented in the categories of *impact, influence, and leverage*.

**IMPACT**

In 2022, the Port of Seattle’s workforce development investments resulted in 1,604 placements and 689 training completions. Types of jobs in which participants were placed included airline operations/passenger support, restaurant operations, janitorial/cleaning, warehouse/freight, and retail operations in the aviation sector, and apprentice electrician, laborer, carpenter, installer and helper, and sheet metal worker in the construction trades sector. The hourly wage at placement in aviation was \$18.82. The hourly wage upon entry into construction was \$23.14 and after six months, the average hourly wage was \$37.03.

In addition, Port construction projects with apprentice utilization requirements provided 404 apprentices work, including 134 apprentices of color, 59 women apprentices, and those with Priority Hire goals reported 93 Priority Hire workers.

With respect to youth, the Port’s participation in the Youth Maritime Collaborative resulted in youth participating in a range of career connected learning opportunities in port-related sectors, including maritime and environmental sustainability and green jobs. In addition, Workforce Development staff augmented the Duwamish Valley Green Jobs Corps youth cohort experience with tours of the airport and the Maritime Institute of Training and Graduate Studies (MITAGS).

The majority of participants supported by the Port’s workforce development efforts were from communities of color (BIPOC). 86% of those supported live in economically distressed communities (e.g., South King County and Priority Hire ZIP codes).

In 2022, 145 employers hired participants or provided youth career connected learning opportunities. Types of employers included airport concessionaires, ground handling companies, airlines, and construction contractors.

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In addition to employers, other important partners in the Port’s workforce development efforts, in port-related sectors included community-based organizations, other public agencies, and the regional workforce development system.

### **Port Related Sector Reports**

The following are the results of investment of the port sectors:

#### **A. Aviation Sector**

Airport passenger traffic continued to rebound in 2022. The number of job openings at SEA Airport increased in 2022, as compared to 2021. At the same time, the unemployment rate in King County was low (2.8% in December 2022, for example), and airport companies found it challenging to hire new employees. Many airport companies continued offering hiring, attendance, or retention bonuses to entice job applicants.

#### **Airport Employment Center and Airport University**

Airport Employment Center job placements totaled 1,479 in 2022, reflecting the increase of air travel and the resulting job placements were up about 22 percent from 2021, but still well below 2019 pre-Covid numbers. The number of airport employers hiring totaled 82, also up from 2021. In addition, 491 airport workers completed 573 trainings. Training enrollments and completions also increased from 2021 and included another cohort in the Introduction to Aviation Maintenance Technology career pathway (described in more detail below).

In 2022, the Airport Employment Center and Airport University provided services to SEA airport companies to help them fill open positions and to help community members, SEA employees, and laid-off employees find employment and build skills for career advancement. Airport University (AU) programs are funded by external partners that support incumbent workers in acquiring new skills. Port funded employment and training services, provided in person at the Airport Jobs center and remotely by contractor Port Jobs, included:

- A “Hotlist” of job openings at SEA Airport available online at [www.portjobs.org](http://www.portjobs.org) and sent weekly to community-based organizations and colleges.
- In-person open interview events in partnership with airport companies. Promotion of airport company-hosted hiring events; Information about jobs and career pathways at SEA Airport.
- In-person and remote job search assistance, including assistance for recent Afghan refugees.
- Career navigation and resume development.
- SIDA badge training preparation to help English language learners pass the Port of Seattle’s updated SIDA badge training required for airport employment. This service is important as there has been an increase in individuals who need support with airport specific English terminology.
- Free college classes for career pathways and skill building through the Airport University program, with a focus on Aviation Maintenance Technology.

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- Scholarships to SEA employees through the Alaska Airlines-Airport University scholarship program.
- Combined Job & Health Insurance Enrollment & Vaccination Fairs in partnership with King County Public Health and the Port for airport employees and community members.

2023 results are projected to remain steady, with an expected continuation of a tight labor market.

<b>Impact</b>			
<b>Airport Employment Center and Airport University</b>	<b>2021 Baseline</b>	<b>2022 Actuals</b>	<b>2023 Projected</b>
# job placements	1,211	1,479	1,550
Hourly wage @ placement	\$17.02	\$18.82	\$19.06
# hiring employers	80	82	83
# training enrollments-includes SIDA support	247	539	600
# training completions-includes SIDA support	200	491	450
<b>Aviation Career Pathways</b>			
# training enrollments	23	18	40
# training completions	17	11	30
<b>Aviation Investments</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Investment Amount	\$1M	\$2.0M	\$1.8M

**Participant demographics:** 42 percent African/African American/Black, 25 percent Asian, 13 percent white, 10 percent Spanish/Hispanic/Latino, 6 percent Pacific Islander/Native Hawaiian, and less than 1 percent American Indian/Alaska Native, 3 percent Other. 52 percent female and 48 percent male. 59 percent were South King County residents.

**Types of jobs:** 37 percent airline operations/passenger support, 23 percent restaurant operations, 21 percent janitorial/cleaning, 12 percent warehouse/freight, 4 percent retail operations, 2 percent security, and 1 percent skilled trades.

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**Types of businesses served:** All SEA airport companies, including airlines, airport concessionaires, ground handling companies, warehouse/cargo companies, janitorial/cleaning companies, rental car agencies, etc.

**Partnerships:** Aviation employers (e.g., Alaska Airlines and Boeing); community colleges (Highline and South Seattle, which teach Airport University classes); K-12 system (e.g., Puget Sound Skills Center, Seattle World School); AJAC – Advanced Manufacturing Apprenticeships and ANEW (apprenticeship referrals); Northwest Education Access (college and financial aid navigation); King County Reconnect to Opportunity (young adult employment); community based organizations (Asian Counseling and Referral Services, Partner in Employment, International Rescue Committee and many others); Annie E. Casey Foundation and its Generation Work Initiative; and Washington State Department of Social and Health Services (Basic Food Employment and Training); ; and Public Health-Seattle & King County (health insurance enrollment fairs).

**COVID-19 impact and response in 2022:** Remote and in-person job search assistance; in-person open interview events and promotion of employer-hosted hiring events; use of computers and internet at Airport Jobs for job search; free health insurance enrollment fairs for laid off airport workers and community members who've lost health insurance benefits; information on safety net resources; ; and Airport University college classes and Alaska Airlines-Airport University scholarships for skill building and career advancement.

**Aviation Career Pathways: Aviation Maintenance Technician (AMT)**

Port Jobs and South Seattle College partnered with the Port of Seattle to offer an Introduction to Aviation Maintenance Technology (AMT) course at SEA Airport starting in 2021. Participants, primarily airport workers in entry jobs such as ramp agents and fuelers, gained math skills, toured the college's AMT program, and received financial aid application assistance and navigation support to bridge into the college's two year, FAA-approved AMT program. Completers received a \$1,000 scholarship from Port Jobs' Alaska Airlines-Airport University scholarship program. Once enrolled in South Seattle College's AMT program, students receive academic and other wraparound supports.

**2022 participant demographics:** 91 percent BIPOC and 21 percent women.

**Types of jobs:** Aviation maintenance technician, which are in high demand and can pay salaries over \$85,000.

**Partnerships:** Port Jobs and South Seattle College. In 2022, a diverse group of eleven SEA airport employees, former employees and community members completed the Introduction to AMT course, seven of whom enrolled in the AMT program at South Seattle College. Said one student who completed an earlier cohort, "Yes! I am almost done with the Aviation Maintenance Technology (AMT) program at South Seattle College. Two more quarters and

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one more FAA certification to go! It all started with the Introduction to AMT class. Before I had few job options, but now the doors are open.”

<b>Aviation Career Pathways (2021-23: Aviation Maintenance Technician, with Port Jobs and South Seattle College) Introduction to AMT</b>			
	<b>2021 (actual)</b>	<b>2022 (actual)</b>	<b>2023 (projected)</b>
	2 classes	1 class	1 class
# Training enrollments (Intro to AMT)	40	18	20
# Training completions (Intro to AMT)	29	11	15
# Training enrollments (two-year AMT Program at South Seattle College)	14	7	10
Hourly wage & job placement (post-graduation)	4 students have graduated from South Seattle College’s AMT program.  6 students who enrolled in the two-year AMT program at South Seattle College have career advancement job placements in AMT-related. Wages range from \$21 to \$36/hour.		

In 2023, additional training opportunities will be implemented at SEA Airport including a commercial drivers’ license training program for bus driving to encourage community members to apply for bus driving opportunities at SEA Airport. Also, an airport ground equipment mechanics introductory program, and we are researching training support for taxi drivers to develop new skills.

**B. Construction Trades Sector (Worker Outreach, Training, and Retention)**

In 2022, construction training completions totaled 189, with 125 placements in apprenticeships and trades related jobs. The hourly wage at placement was \$23.14. After six months, the average hourly wage is \$37.03. 2022 data include results from construction outreach, training and retention funded jointly by the Port, City of Seattle, and Sound Transit.

Projections for 2023 are 216 training completions and 173 placements.

Construction Worker Outreach, Training, and Retention

ANEW, Urban League and Ironworkers, plus Rainier Beach Action Coalition Carpenters, and PACT in 2021

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**Construction Results**

Year	2021 Baseline	2022 Actuals	2023 Projected
# Enrolled	274	209	270
# Training completions	180	187	216
# Placements (apprenticeships, trades related jobs)	101	125	173
# Hiring employers	42	63	60
Hourly wage @ placement	\$25.61	\$23.14	\$26.00
<b>Construction Investments</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Investment Amount	\$610K	\$668K	\$716K

\* Numbers include those from construction worker outreach, training, and retention jointly funded by the Port of Seattle, City of Seattle, and Sound Transit.

**Participant demographics:** 81 percent BIPOC. (3% Asian, 27% Black/African American, 33% Hispanic/Latino, 3% Native American/Alaskan Native, 2% Native Hawaiian/Pacific Islander, 4% Multi-Race, 19% White, 8% Not reported) 71 percent men and 29 percent women. 53 percent Priority Hire ZIP codes.

**Types of jobs:** Electricians, laborers, carpenters, installers and helpers, sheet metal workers, piledrivers, cement masons, sprinkler fitters, and plasterers.

**Types of businesses served:** Construction contractors.

**Partnerships:** City of Seattle, King County, Sound Transit, and other public contracting entities (Regional Public Owners group), community-based organizations (Rainier Beach Action Coalition and Urban League of Metropolitan Seattle), pre-apprenticeship and apprenticeship programs (ANEW, PACT, Ironworkers, and Carpenters), and construction contractors.

**Port Apprentice Utilization and Priority Hire**

In 2022, 40 Port of Seattle construction projects with a total of 1.3 million labor hours worked provided work to 404 apprentices. 134 BIPOC apprentices worked 433,000 hours or 33.5 percent of labor hours, and 59 women apprentices worked 190,000 hours or 14.7 percent of the apprenticeship hours. Apprentices earned over \$6 million in wages and benefits on the Port’s construction projects.

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93 Priority Hire workers earned nearly \$925,000 in wages and benefits on the Port’s Priority Hire projects. \$180 million of construction payout to contractors under these programs, and over \$35 million paid in construction worker wages and benefits.

Among the crafts represented: carpenters, cement masons, electricians, ironworkers, laborers, and sheet metal workers.

**C. Maritime Sector**

With the Opportunity Youth Initiative set to finish at the end of 2021, the Port of Seattle Commission adopted Order 2022-02 in February of 2022 to implement a pilot program that will explore how to evolve the program from a temporary response to Covid recovery to an ongoing, permanent program aligned with the core priorities of the Port’s workforce development strategic plan and Workforce Development Resolution and Policy Directive.

The new program would be called the Youth Career Launch, and the first sector focus would be maritime. Workforce Development wrote and implemented a strategic plan for the program. In 2022 we also oversaw a competitive procurement process to award three 3-year contracts totaling \$4.1 million to Washington Maritime Blue, Urban League of Metropolitan Seattle, and The Polytech. Contracts were executed in November of 2022, kicking off the first phase of maritime employer engagement.

In 2023 we expect the program to begin enrolling participants and place 40-50 youth in maritime internships.

- **Maritime Career Connected Learning**

In 2022, the Port attended a Maritime Core Plus Try-a-Trade event with over 650 students in attendance. In addition, 30 BIPOC students participated in the RAISE the Sails program from Sound Experience.

<b>Maritime Career Connected Learning</b>		
	<b>2021 (baseline)</b>	<b>2022 (Actuals)</b>
# Students participating in awareness events	N/A	650
# Students participating in experiential events	188	30
# Students participating in preparation events	0	0

Meeting Date: June 13, 2023

# Students participating in career launch events	0	0
# Employers providing internships	12	N/A

**Partnerships:** Maritime employers, schools, community-based organizations (e.g., El Centro de la Raza), community and technical colleges, and maritime nonprofits

**Maritime High School**

Current enrollment is at 80 students, with 50% identifying as white, and 50% as BIPOC

<b>Maritime High School</b>		
	<b>2022-2023 (actual)</b>	<b>2023-2024 (projected)</b>
# Enrolled	80	100

**D. Green Jobs Sector**

The Duwamish Valley Green Jobs Corps entered its second year of programming in 2022, and for the first time Workforce Development played an active role by organizing tours to the Maritime Institute of Training and Graduate Studies, the Port of Seattle Headquarters, and Seattle-Tacoma International Airport.

The youth cohort consisted of 11 participants from the Duwamish Valley. The adult cohort consisted of 10 participants from the Duwamish Valley.

In 2022, the Port hired Seattle Jobs Initiative, a research consultant, to identify in-demand, living-wage career pathways in the maritime and green jobs industries. SJI determined that maritime crews, maritime engine crews, electricians, and heating, ventilation and air conditioning mechanics and installers

analyzed the following two career pathways due to their current and projected employer demand, accessibility for entry-level workers, and earnings potential:

**INFLUENCE**

The Port of Seattle’s workforce development efforts also aim to influence regional workforce development policies, practices, systems, and investments as they relate to port-related sectors. In 2022, examples included:

- **Regional Public Owners (RPO’s)** – The Port of Seattle is a partner with the City of Seattle, King County, Sound Transit and other public contracting entities in the Regional Public Owners



Meeting Date: June 13, 2023

(RPO) group, which aims to create a pipeline of skilled, diverse construction workers to meet current and future needs driven by Port and other public infrastructure projects. RPO's goals are to align and champion greater workforce diversification in the trades, increase entry and diversity, and improve retention.

RPO's 2022 efforts included:

- Analyzing construction labor supply and demand to help inform RPO's regional strategies and public agencies investments.
- Sponsoring a construction apprenticeship guidebook to increase equitable access to the trades. The guidebook provides information on regional pre-apprenticeship and apprenticeship programs, including application process, program requirements, and contact information. It's distributed at community outreach events, construction sites, and workforce and education and training partners.
- Supporting state legislation that calls for an apprentice retention study and creates a grant program for wrap-around supports to address barriers to beginning and competing apprenticeship programs.
- Working on acceptable/respectful worksite practices.
- **Regional Green Jobs Coalition** – The Port of Seattle is collaborating with King County and the City of Seattle to form a regional Green Jobs Coalition. In 2022, a Memorandum of Understanding was approved by the Port of Seattle Commission to hire a FUSE Corps Executive Fellow to develop a strategic plan for the next two years; foster alignment of green job strategies between the Port, King County and the City of Seattle; create a funding plan to execute the strategy; and launch a platform for regional green employment stakeholders to collectively advance their agenda.
- **Regional College System** – The Port's career pathways program, which funds introductory courses to careers in port-related sectors has an impact on the college system and its offerings. For example, the aviation maintenance technician introductory course offered at the airport has created a pipeline of women and people of color registering at the South Seattle College for their two-year AMT program. The college has also made changes to the program (e.g., integration of academic supports and student services, leveraging of student financial assistance, etc.) to make it more accessible to workers in entry jobs at SEA. The Port is also working on other career pathways that will encourage the college system to create new programs or keep existing programs with an emphasis on access to port-related careers.

### **LEVERAGE**

The Port of Seattle's workforce development investments also leverage other funding and resources. For 2022, the amount leveraged was over \$ 1.5 million. This included:

Meeting Date: June 13, 2023

- \$900,000 in non-Port support for Port Jobs’ work, from the state Department of Social and Health Services Basic Food Employment & Training program, BECU, Boeing, Alaska Airlines, King County, and the Annie E. Casey Foundation.
- \$634,000 from the City of Seattle and Sound Transit as part of construction worker outreach, training, and retention jointly funded with the Port.

**ATTACHMENTS TO THIS BRIEFING**

- (1) Presentation Slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

- (1) February 2022 – The Commission approved a Youth Career Launch Program
- (2) June 2020 – The Commission adopted the Workforce Development Resolution 3776
- (3) July 2020 – OEDI staff presented the 2021, 2023,-2023 workforce development plan

# Workforce Development

## Office of Equity Diversity and Inclusion

2022 Annual Report to Commission  
June 13, 2023

# Agenda

- 2022 Results and Achievements
- Workforce Development Emerging Trends, Challenges and Opportunities
- 2023 Priorities Underway
- Partnerships





# 2022 ACHIEVEMENTS

# Serving Areas of Lowest Equity

**Construction Worker Outreach, Training, and Retention**  
Port of Seattle Workforce Development  
*Outreach, Training, Placement, and Retention*

A collaboration between Port of Seattle, Sound Transit, and City of Seattle to support construction worker outreach, training, and retention services focused on Priority Hire Zip codes, aiming to support those that were justice-involved to reduce recidivism.

Locations: Seattle, Auburn, Kent, Tukwila, Renton, Des Moines, Burien, SeaTac, Federal Way  
Fund Amount: \$500,000

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**Urban League of Metropolitan Seattle**

Port of Seattle Workforce Development  
*Outreach, Training, Placement, and Retention*

Construction worker outreach, training, and retention services aim to increase the representation of underrepresented groups in the construction trades – women, people of color, and those from economically distressed neighborhoods.

Locations: Seattle, Auburn, Kent, Tukwila, Renton, Des Moines, Burien, SeaTac, Federal Way  
Fund Amount: \$199,100

---

**Green Jobs Coalition**

Port of Seattle Workforce Development  
*Duwamish River Green Jobs Program*

Maritime and green jobs training for people connected to the Duwamish

**EQUITY INDEX**

- Very High
- High
- Moderate
- Low
- Very Low

Custom Area

Overview Economy Livability Accessibility Environment

Port of Seattle Community Impacts

Total Projects: 6  
Total Funding: \$11.8 m

SKC Community Impacts Program   
SKC Environmental Program   
Workforce Development

[Click to Start Tour of Programs](#)

Search for programs... Search

**Northwest Carpenter's Institute of Washington (NWCi)**  
Construction worker outreach, training, and retention services aim to increase the representation of...  
Fund Amount: \$199,000  
10/17/2022

**Urban League**  
*Outreach, Training, Placement, and Retention*

Construction worker outreach, trainin...  
Fund Amount: \$199,100

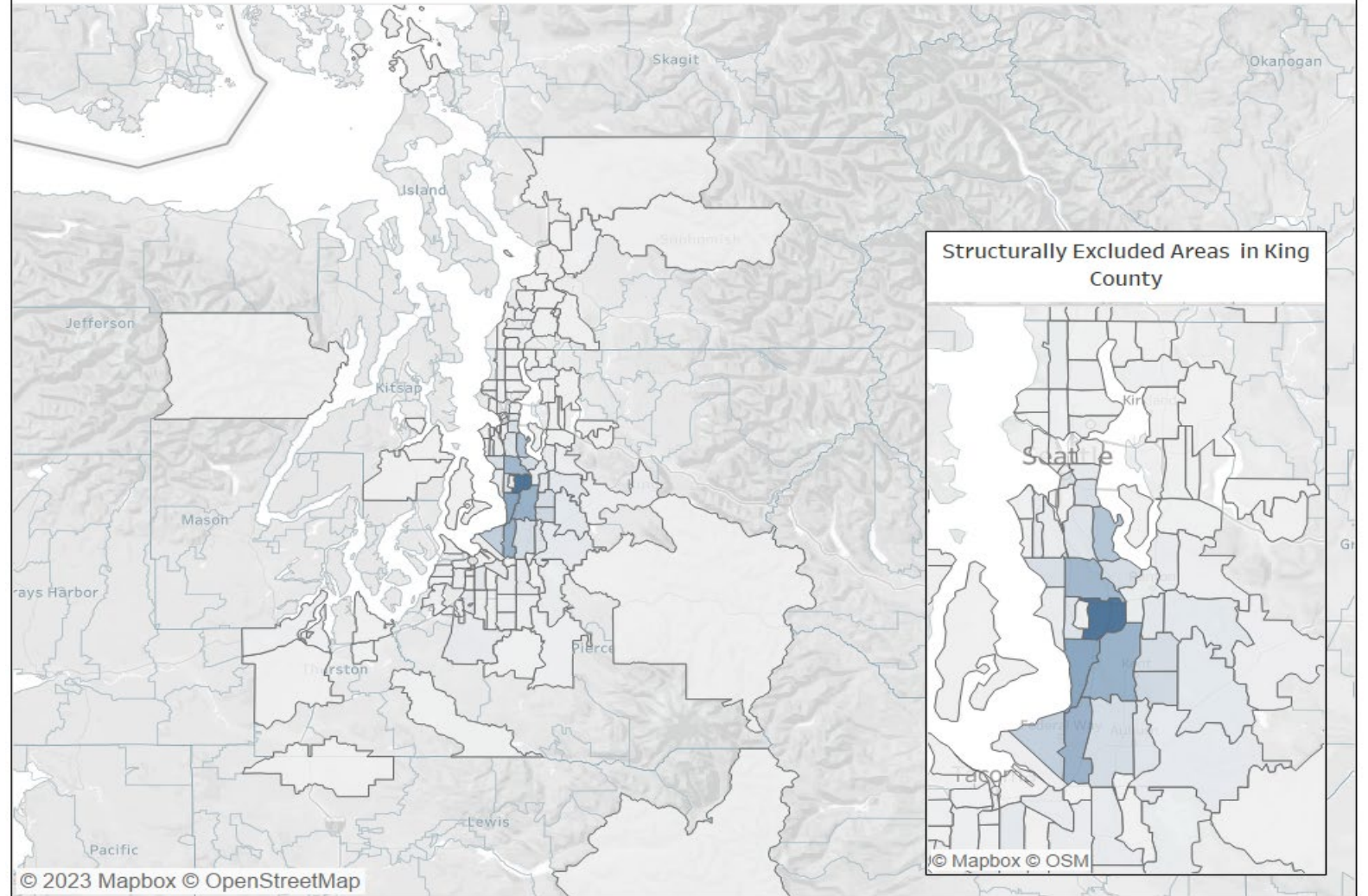
# 2022 Workforce Development Highlights

Overall, we saw a 19% increase in the number of job placements or apprenticeship placements compared to 2021.

## Top Zip Codes

Aviation		Construction	
Seatac 98188	14.5%	North Beacon Hill 98144	8.9%
Des Moines 98198	8.7%	Rainier Beach/ Skyway 98178	6.9%
Tukwila 98168	6.9%	Rainier Valley/Rainier Beach 98118	6.9%
Federal Way 98003	6.7%	Downtown/Int'l District 98104	5.8%
East Kent 98032	6.5%	Federal Way 98023	4.8%

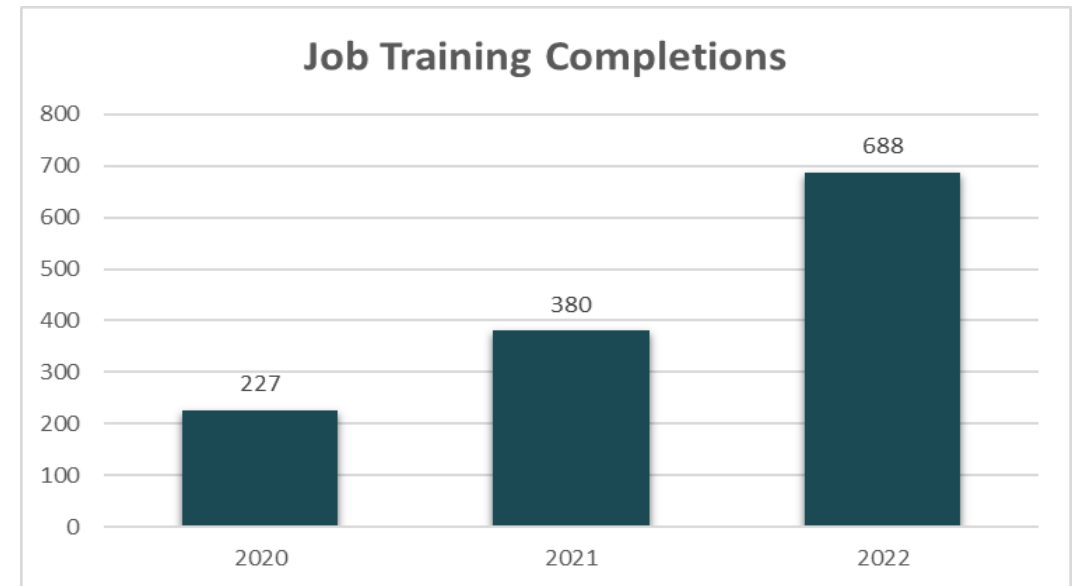
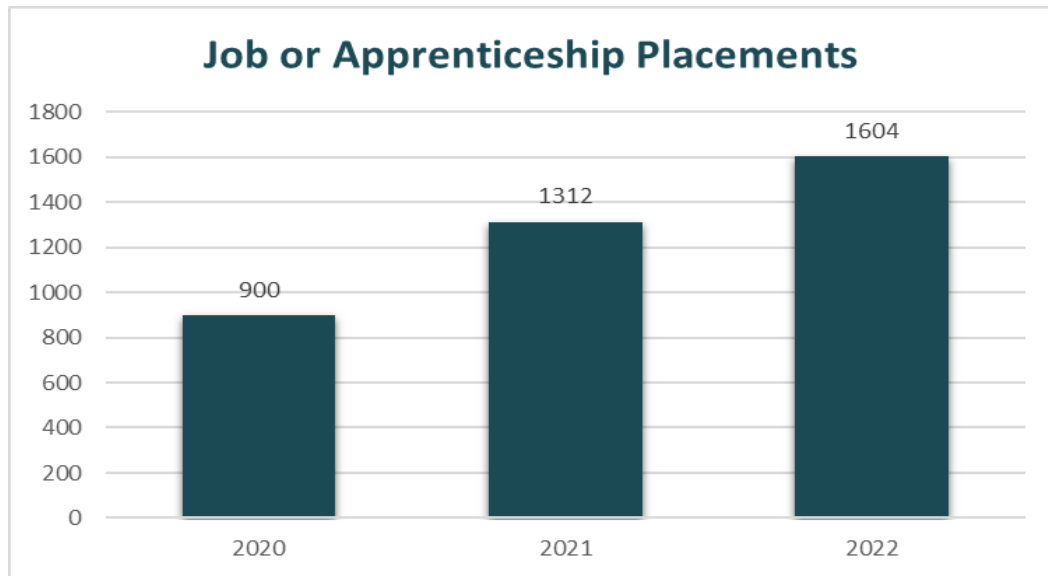
2022 WFD Programming Outreach Results-Mapped



Areas with greatest impact from Port workforce development programs

# 2022 Workforce Development Highlights

- \$2.5 million workforce development funds invested in port sectors
- Leveraged an additional \$1.5 million in funding from other public agencies and private companies
- Construction: Nearly 200 pre-apprentices completed training that meets industry standards
- Aviation: 50% of new hires through Port Jobs reported being unemployed before their employment center engagement
- Aviation: For 59% of new hires through Port Jobs, English is not their primary language
- Construction: Through Port-funded programs, women made up nearly a third of all new apprentices, graduating at a rate of 87%





# Programs Supported

- **Aviation**

- ✓ Ongoing – SEA Airport employment center operated by Port Jobs
- ✓ Current – Introduction to aviation mechanics technicians (AMT)
- ✓ Fall 2023 – Ground service equipment mechanics training (GSE) and Commercial driving license (CDL) for bus drivers

- **Construction Trades**

- ✓ Worker Outreach, Training, Placement and Retention Program
- ✓ City of Seattle-led Construction Worker Training and Retention Program

- **Maritime**

- ✓ Youth Maritime Career Launch
- ✓ RAISE the Sails with Sound Experience

- **Green Careers**

- ✓ Duwamish Valley Green Jobs Corps



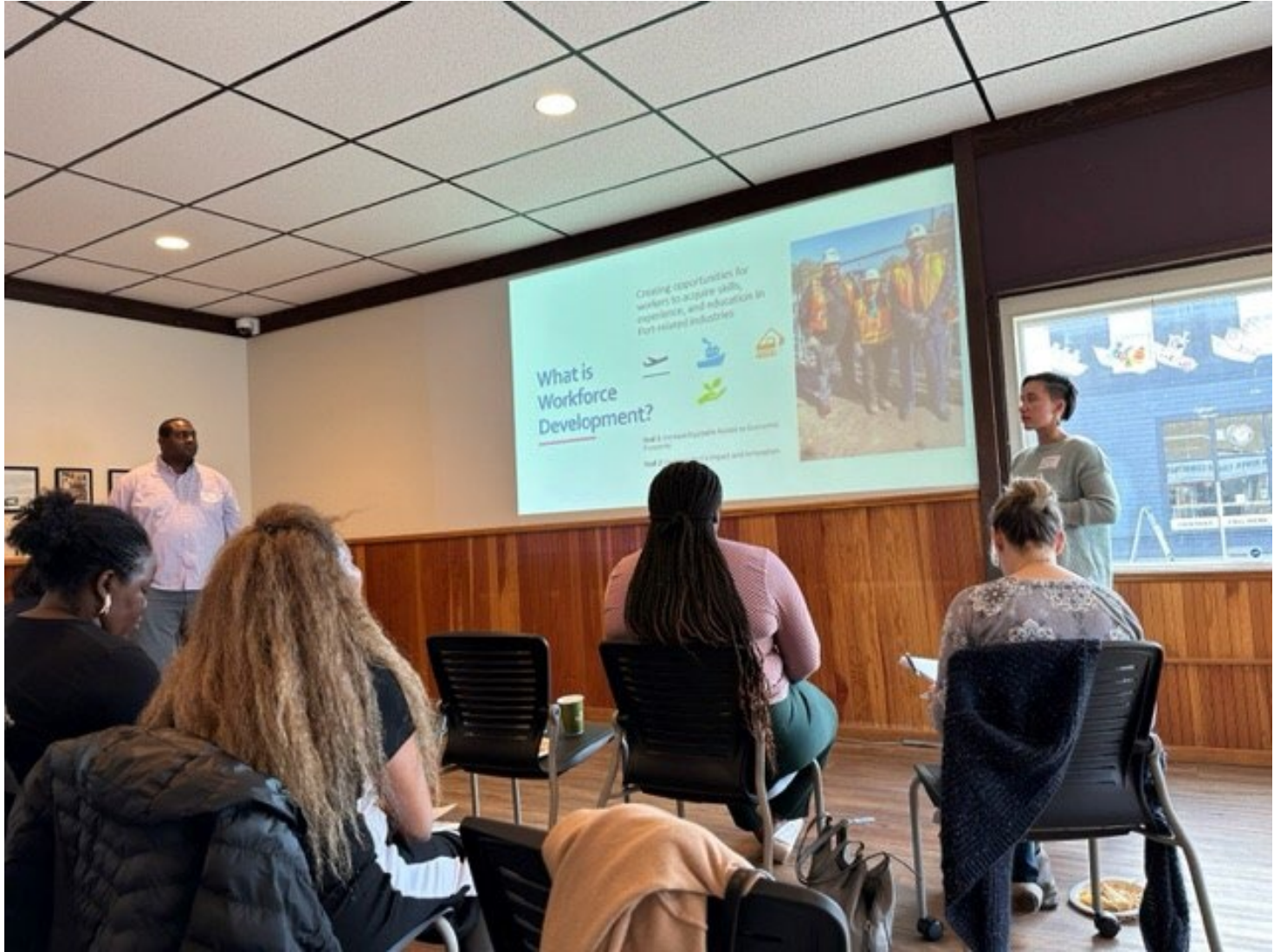


# CHALLENGES, TRENDS AND OPPORTUNITIES

# Challenges and Opportunities

- Lack of capacity in Community Based Organizations
  - Not enough staff to support additional funding from public agencies
  - Lack of familiarity with Port-related industries
  - Complexity of the public contracting process
- Data Sharing
  - Currently restrained by new state law that limits our ability to retrieve apprenticeship data
  - Hinders function of evaluating impact of workforce investments, identifying disparities
- Child Care
  - Workforce issue for apprentices in tri-county region
  - HB 1525 does not do enough to support apprentices; logistical burdens and financial toll persist
- Equity Centered Hiring Practices in Port Industries
  - Language access

# Community Capacity Building



“Working with the Port 101” Workshops

# Regional Strategic Partnerships

- Regional College System
  - Support port related career pathways college programs
- Public Agencies
- City of Seattle, King County, Sound Transit, WSDOT
  - Data Sharing Agreement with LNI to access data that informs our reporting and directs partner conversation
  - Aligning policies for Acceptable/Respectable Workplace language
  - Promote diversification and improve retention through workforce investments for training and support services
- Labor Unions
  - Discussions centered on recruitment/retention to support regional workforce gaps
  - Address industry preparation for demographic shift in the workforce



# Regional Strategic Partnerships

Current: Steering Committee meeting to develop governance model, financial framework, and pull together the broader coalition



Next: Develop decision-making framework and assemble coalition



Goal: convene a Green Jobs Coalition to shape and fund regional priorities in growing green jobs for frontline communities through public-private partnerships with critical collaborators.

# Duwamish Valley Green Jobs Corps



Adding aviation and maritime experiences for more wholistic career connected learning

# Youth Maritime Career Launch Kickoff



Urban League of  
Metropolitan Seattle



**Seattle Skills Center**  
Pathways to college, career, and life

**THE Polytech**



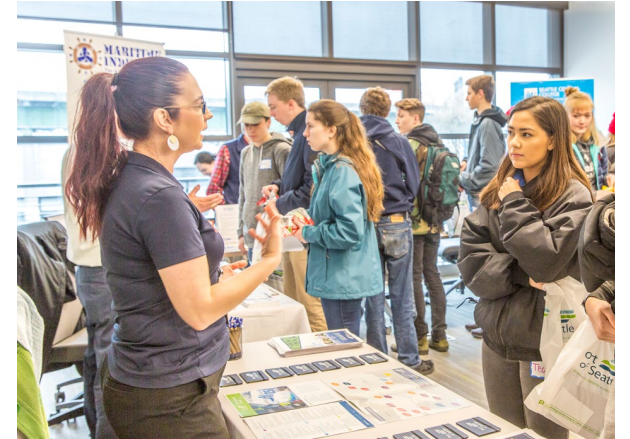




# 2023 PRIORITIES

# 2023 Priorities

- Continued investments in port sectors
- Navigation and retention services added to contracts
- Industry and community needs driven
- Additional analysis of green jobs
- Analyzing language access programs
- Developing a program to support taxi drivers
- Evaluate new sectors (i.e., transportation, manufacturing)



# Outreach



Outreach to communities and partner organizations remain a priority

# WFD STAKEHOLDERS COMMENTS

# Questions?



[RETURN TO AGENDA](#)



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 11b

**BRIEFING ITEM**

**Date of Meeting** June 13, 2023

**DATE:** May 26, 2023  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Janice Zahn, Director of Engineering  
Sheri Cook, Manager, Construction Labor Group  
Samuel Pierce, Apprenticeship and Priority Hire Manager  
**SUBJECT: 2022 Apprenticeship and Priority Hire Annual Report**

**EXECUTIVE SUMMARY**

The Port of Seattle’s Priority Hire and Apprenticeship programs were established to improve access to quality, family-wage careers in construction. These programs are powerful tools for economic mobility and career pathways to living wage jobs by allowing people to earn a salary and learn a profession at the same time. Supporting the apprenticeship and priority hire model has been a priority for the Port. It provides benefits for workers in the construction trades and provides employers with an effective way to diversify their workforce by cultivating new workers who meet their specific hiring needs.

The 2022 Apprenticeship and Priority Hire Annual Report was published. This briefing to the Commission will share the Port’s 2022 results of both programs on our major works projects, and the oncoming and upcoming work.

**BACKGROUND AND GOALS**

Port Commission Resolution No. 3725 recognized that effective and economical execution of the Port’s capital program depended on a healthy and diverse market of contractors and suppliers, and on the availability of a skilled, experienced, and capable construction labor workforce. In order to meet the construction needs, the Port recognized that this workforce must include participation by women, workers of color and those living in economically distressed neighborhoods. Apprenticeship/pre-apprenticeship and Priority Hire programs play a key role both in providing fair access for individuals and supplying enough trained and capable workers.

Resolution No. 3725 also requires the establishment of apprenticeship goals, and aspirational women and workers of color apprentice hiring goals. Resolution No. 3736 establishes a Priority Hire policy that ensures family wage construction jobs for local workers from economically distressed areas and can increase the diversity of the workforce on Port construction projects.

Meeting Date: June 13, 2023

### **CONSTRUCTION APPRENTICESHIP PROGRAM**

The Port of Seattle’s commitment to Apprenticeship utilization was first adopted thirty years ago and continues to be committed to achieving its apprenticeship hiring goals set in Port policy and addressing the disproportionately low involvement by people of color and women in the construction labor force.

Apprentice utilization goals for non-Project Labor Agreement (non-PLA) major works construction projects are set at 15% and includes a goal of 10% of apprenticeship hours for women and 15% for people of color. In 2018, the Construction Labor Group negotiated new goals to increase percentages for people of color and women for projects with a Project Labor Agreement. The apprentice utilization goals for PLA projects are now set at 15% per craft, which includes a goal of 12% of apprenticeship hours for women and 21% for people of color. These goals are in alignment with the other Regional Public Agencies.

#### *2022 Apprenticeship Performance Summary*

- In 2022, the Port exceeded our overall construction workforce development goals on our capital projects.
  - 22.22% apprenticeship utilization, (up from 21.5% in 2021)
- There were 40 active projects with apprenticeship goals that resulted in:
  - 140,916 apprenticeship hours and included three Tenant Reimbursement Agreement (TRA) projects for the first time.
  - Twenty-two (22) of these contracts were under a Project Labor Agreement (PLA), that represented 87.5% of the 2022 apprentice hours.
  - The Port paid over \$180 million to Contractors on Capital Improvement projects with Apprenticeship goals.
  - Contractors paid over \$35 million in wages and benefits to construction workers on those Port projects with over \$6 million paid to 404 apprentices.

### **CONSTRUCTION PRIORITY HIRE PROGRAM**

The Port of Seattle supports the City of Seattle and King County findings that King County has geographic areas of economic distress as evidenced by poverty indicators. The Priority Hire program expands opportunities for disadvantaged populations to advance equity and social justice and ensures that Port construction projects are planned and implemented in a way that improves equity in local communities.

Meeting Date: June 13, 2023

The Priority Hire program requires contractors to hire workers from economically distressed areas of King County. Priority Hire ZIP codes are defined by King County as having a high concentration of residents based on these three criteria:

- People living 200% below the Federal poverty level
- Unemployment rate
- People without a college degree

King County ZIP codes with a high density per acre of the three criteria are identified as Economically Distressed Areas (EDA) and included on the Priority Hire ZIP code list published by King County’s Finance and Business Operations Division.

The goal for Priority Hire utilization is 20% annually and is administered only through a Project Labor Agreement. 2022 was the third year we applied a Priority Hire program to new non-FAA Project Labor Agreements.

*2022 Priority Hire Performance Summary*

- There were 10 active projects with Priority Hire goals that resulted in:
  - 17,056 Priority Hire hours all under a PLA.
  - Contractors paid nearly \$925,000 in wages and benefits to Priority Hire workers
  - 37.15% priority hire (PH) worker utilization (up from 25.35% in 2021).

Inclusion goals for apprentices, journey workers, women, or people of color have not been established, but tracking of performance in these areas is ongoing to better understand performance of these programs.

- Priority Worker utilization for Apprentices was 22.6%, up from 21.8% in 2021.
- Priority Worker utilization for people of color was 34.8%, down from 41% in 2021.
- Priority Worker utilization for women was 1.9%, down from 3.3% in 2021.

**APPRENTICESHIP AND PRIORITY HIRE PROGRAM SUMMARY**

Overall, we have seen an upward trend across both Apprenticeship and Priority Hire utilization since 2020. We are optimistic about the opportunities to expand these programs regionally. We have ongoing and upcoming work, including:

- Establish Priority Hire aspirational goals for Journey workers and Apprentices.
- Align Priority Hire reporting to match Apprenticeship reporting, with goals and utilization by project rather than by year.
- Form a regional Priority Hire Advisory Council (we are collaborating with King County and City of Seattle on a regional PHAC).
- Evaluate changing how Economically Distressed Areas are defined for the program (with City of Seattle in the lead).
- Update the Priority Hire Resolution to implement recommendations.



Meeting Date: June 13, 2023

- Update apprenticeship program to align with newly signed HB 1050 and be more competitive for federal infrastructure grants in workforce development criteria.

**ATTACHMENTS TO THIS BRIEFING**

(1) Presentation

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

May 24, 2022 – The Commission was briefed on the 2021 Apprenticeship and Priority Hire Annual Report

# 2022 Apprenticeship and Priority Hire Annual Report

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June 13, 2023



# Port of Seattle Priority Hire Team

- ENG/Priority Hire Designee – Janice Zahn
- CM/Construction Labor Group (PLA) Manager – Sheri Cook
- CM/Priority Hire Program Manager – Sam Pierce
- CM/Process Management/Reporting – Stacy Heilgeist

## Cross department team members and partners:

- OEDI Senior Director – Bookda Gheisar
- OEDI/Workforce Development Director – Luis Navarro
- OEDI/Workforce Development Program Manager – Carl Hugle
  
- LR Senior Director – Mikel O'Brien
- LR/PLA Negotiation – Matthew Bullock

Working toward economic equity and community impact:

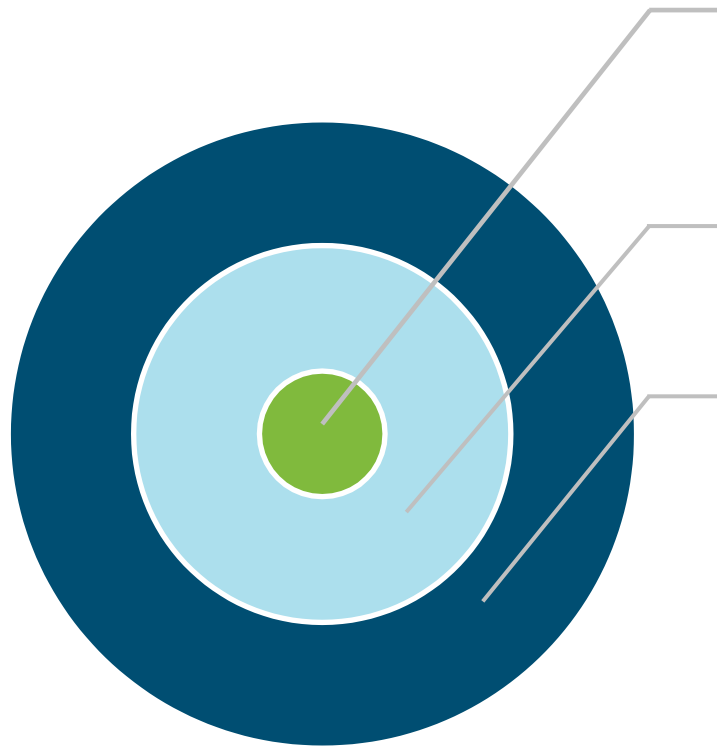
Apprenticeship and Priority Hire programs are in place to improve access to quality, family-wage careers in construction.

Program requirements are included in:

- Resolution 3725 adopted in 2016
- Resolution 3736 adopted in 2017
- Resolution 3746 adopted in 2018 (amendment)



# 2022 PROJECTS



**Priority Hire Projects in 2022 = 10**  
construction contracts without FAA funding  
executed after 2020

**PLA Projects in 2022 = 22**  
construction contracts >\$5mil

**Apprenticeship Projects in 2022 = 40**  
construction contracts >\$1mil  
**Including 18 non-PLA Projects**

PLA = Project Labor Agreement

## Through 2022 (Life of Contract):



**1,888 apprentices** worked nearly **1.3M hours** on the Port's 40 active construction projects.



**630+ apprentices of color** contributed **32.4% of apprenticeship hours** on active projects. That's over **418K+ hours worked**.



**178 women apprentices** worked more than **10% of apprenticeship hours**. That's nearly **134k hours worked**.

## In 2022:



**93 Priority Hire workers** earned nearly **\$925K in wages and benefits** on the Port's Priority Hire projects.

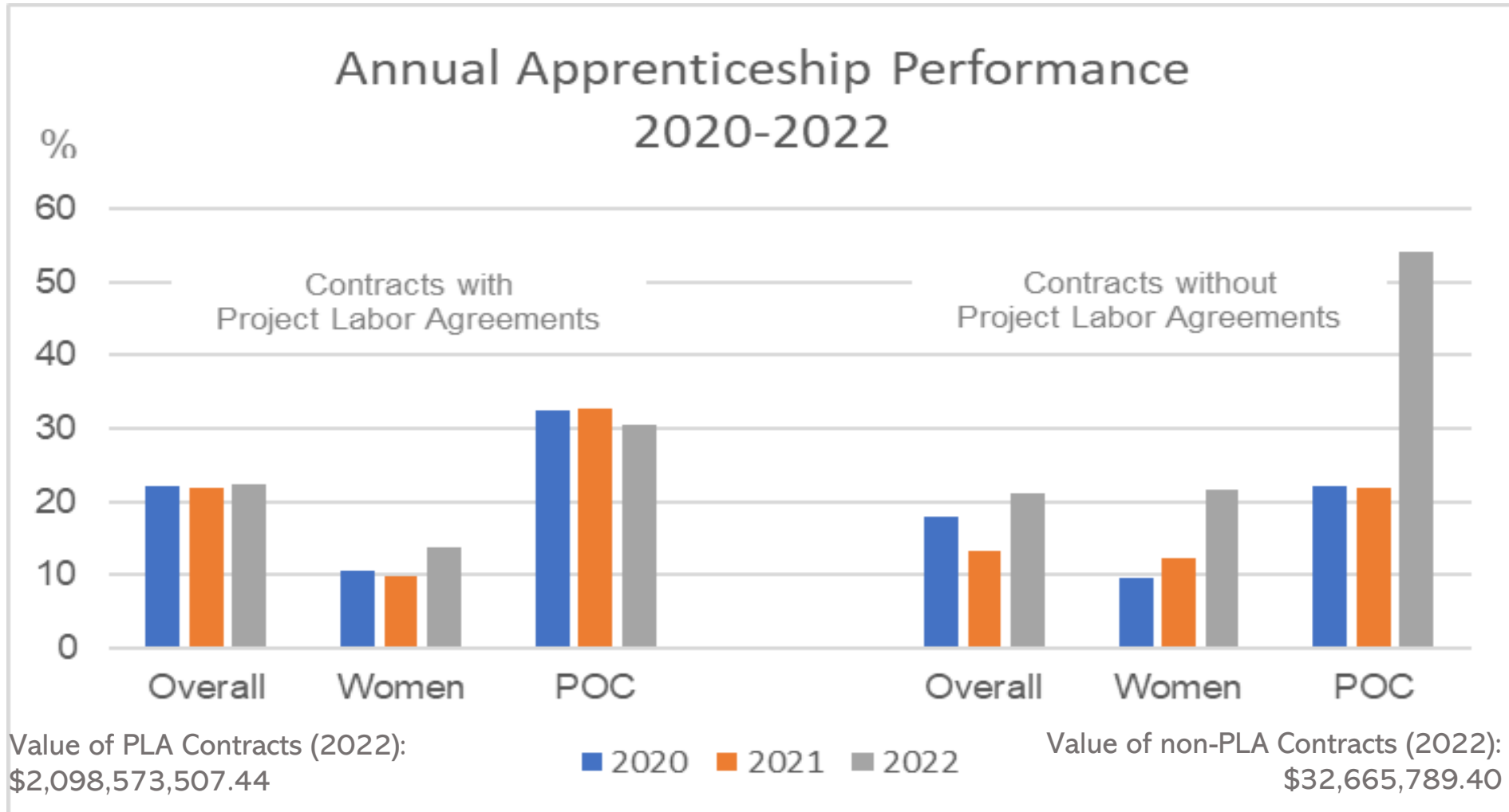


**404 Apprentices** earned over **\$6M in wages and benefits** on the Port's construction projects.

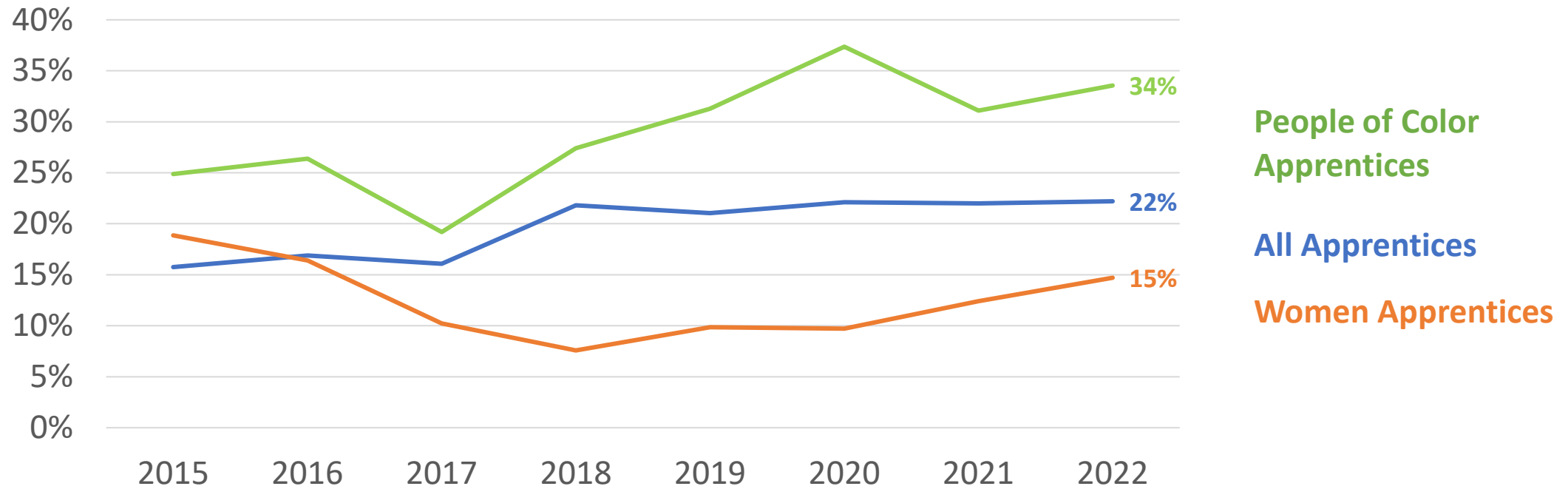


**\$180M+ of construction payout** to contractors under these programs and over **\$35M paid in construction worker wages** and benefits

# Apprenticeship Annual Historical Performance PLA and Non PLA



# Apprenticeship Historic Performance Trends





# 2022 Apprentices – Participation by Craft

## 15+ Apprentices:

Brick and Marble Masons  
Drywall Tapers  
Glaziers  
Heat & Frost Insulators and  
Asbestos Workers  
Insulation Applicators  
Millwrights  
Painters  
Piledrivers  
Plasterers  
Sprinkler Fitters (Fire Protection)  
Telecommunication Technicians  
Tile, Marble & Terrazzo Finishers  
Traffic Control Stripers

## 50+ Apprentices:

Carpenters  
Cement Masons  
Drywall Applicator  
Electricians - Inside  
Electronic & Telecommunications  
Technicians  
Elevator Constructors  
Ironworkers  
Laborers  
Plumbers & Pipefitters  
Power Equipment Operators  
Roofers  
Sheet Metal Workers

# PRIORITY HIRE PROGRAM

The Priority Hire program requires contractors to hire workers from economically disadvantaged areas (EDAs) as defined by King County

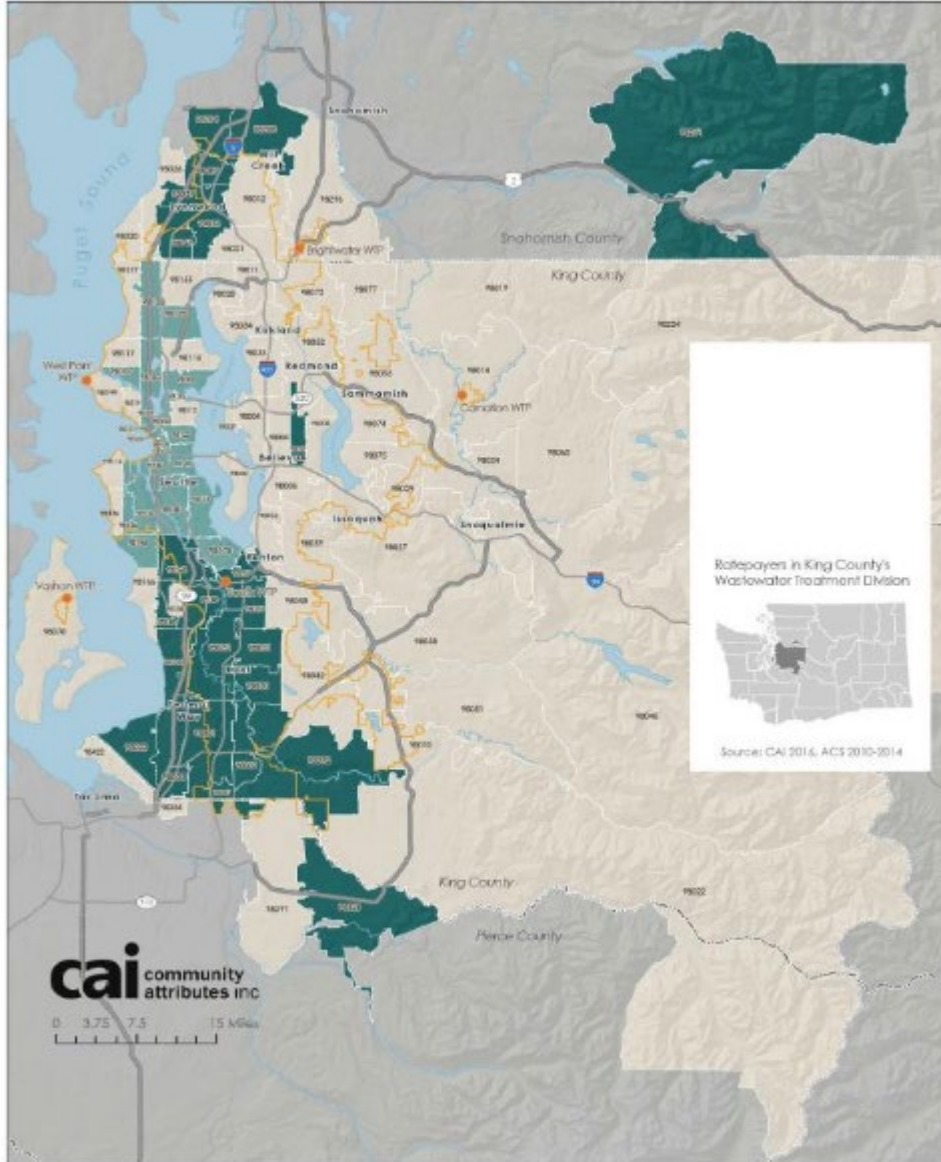
Priority ZIP Codes have a high concentration of people that meet these 3 criteria:

- People living under 200% below the Federal poverty level
- Unemployment rate
- People without a college degree

There is an Overall Goal of 20% of hours to be performed by Priority Hire Workers on each project annually.

## PRIORITY ZIP CODES BY MAP

King, Pierce, and Snohomish Counties



## King County PRIORITY HIRE ZIP CODES

ZIP Code	Neighborhood or City
98001	Auburn
98002	Auburn
98003	Federal Way
98007	Bellevue
98023	Federal Way
98030	Kent
98031	Kent
98032	Kent
98036	Lynnwood
98037	Lynnwood
98043	Mountlake Terrace
98047	Pacific
98055	Renton
98057	Renton
98087	Lynnwood
98092	Auburn
98101	Downtown
98102	Capitol Hill/Eastlake
98103	Green Lake
98104	Downtown/ID
98105	Laurelhurst/ University District
98106	Delridge

ZIP Code	Neighborhood or City
98107	Ballard
98108	S. Beacon Hill/South Park
98109	Queen Anne
98118	Rainier Valley/Rainier Beach
98121	Belltown
98122	Central District
98125	Lake City
98126	Delridge
98133	Bitter Lake
98134	Industrial District
98144	Mount Baker
98146	White Center
98148	Burien
98168	SeaTac/Tukwila
98178	Rainier Beach
98188	SeaTac/Tukwila
98198	Des Moines
98204	Everett
98208	Everett
98251	Gold Bar
98321	Buckley

## 2022 Priority Hire Utilization Performance Summary

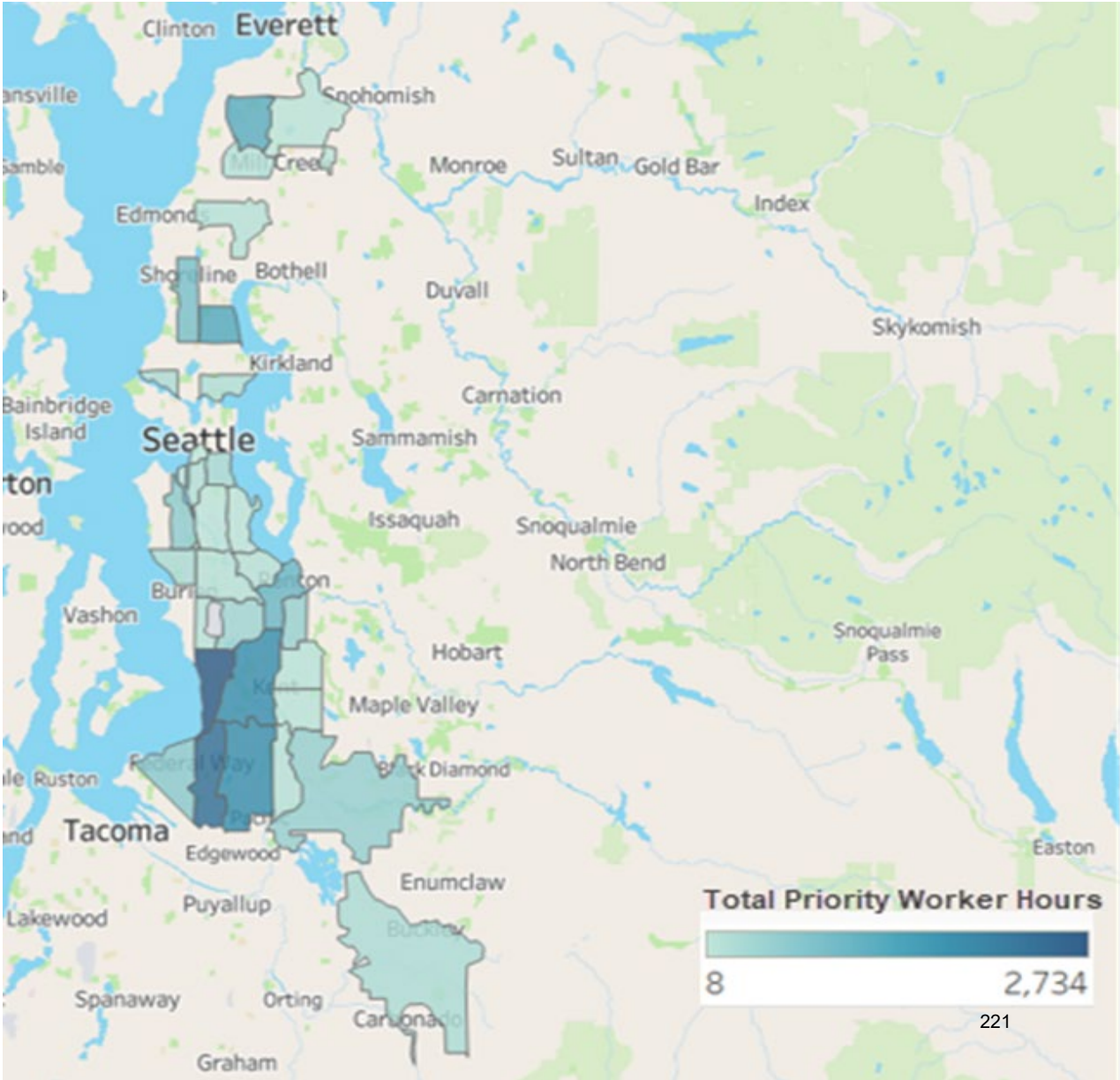
Ten (10) PLA contracts with Priority Hire goals resulted in 17,056 Priority Worker hours.

The Port paid nearly \$38 million to contractors on capital improvement projects with Priority Hire goals.

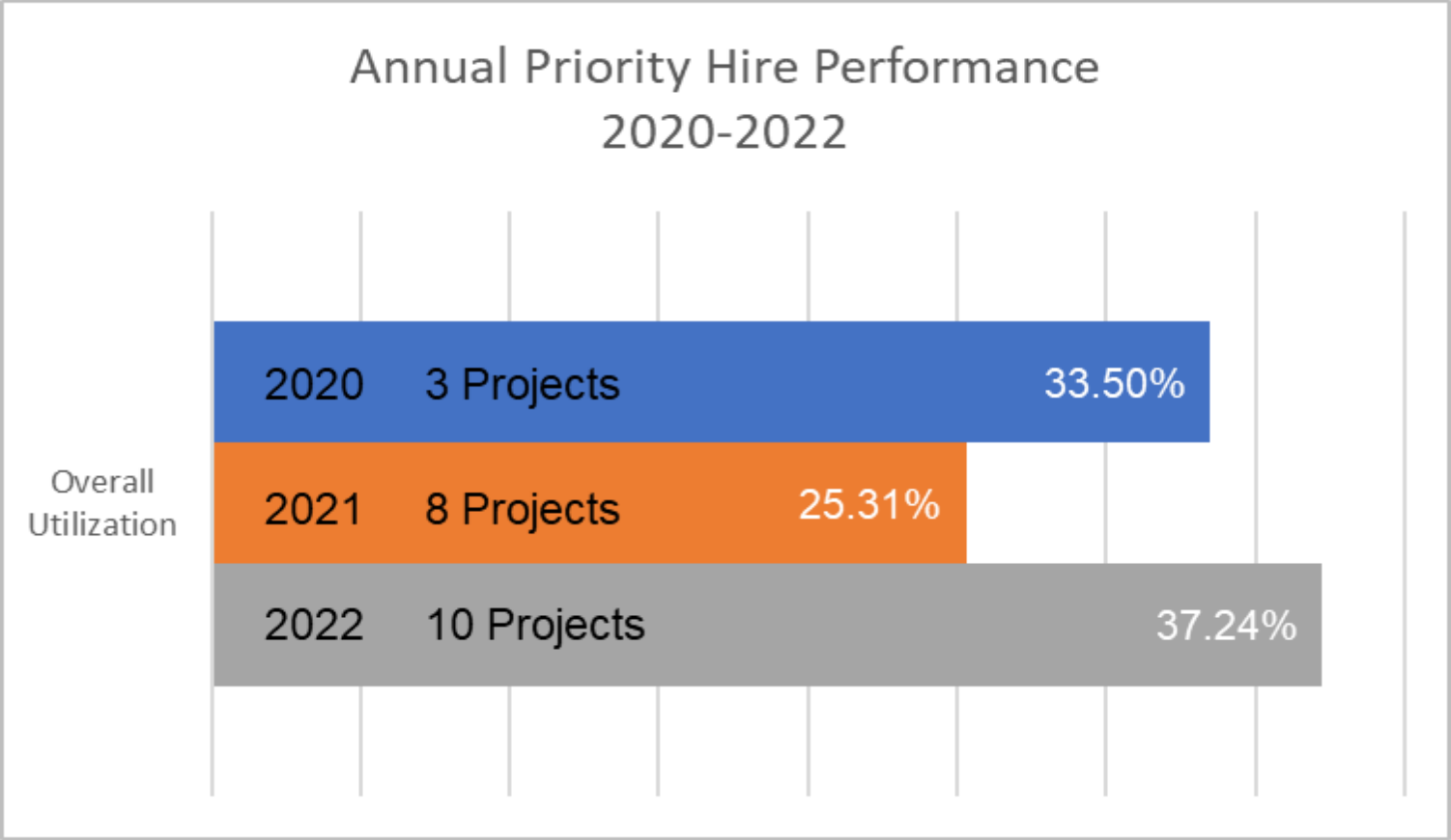
Contractors paid nearly \$925,000 in wages and benefits to 93 Priority Hire construction workers on those Port projects.

# 2022 Priority Hire Utilization

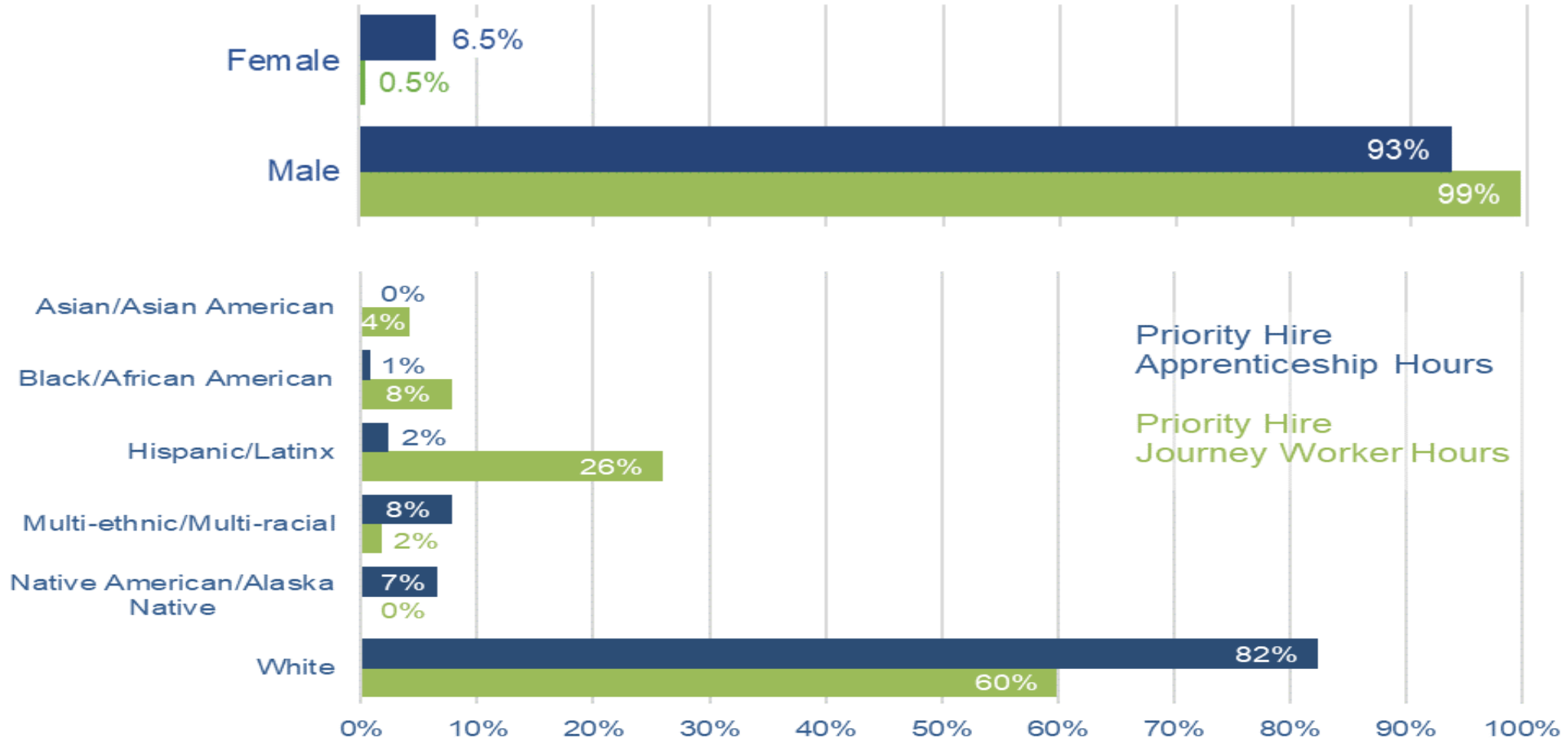
Priority ZIP Codes associated with workers in the Priority Hire Program in 2022. Darker shading indicates a higher concentration of worker hours contributed to the program.



# Priority Hire Historical Performance



# 2022 Priority Hire Worker Demographics



# ONGOING/UPCOMING WORK

1. Establish Priority Hire aspirational goals for Journey workers and Apprentices
2. Align Priority Hire reporting to match Apprenticeship reporting, with goals and utilization by project rather than by year
3. Form a regional Priority Hire Advisory Council (we are collaborating with King County and City of Seattle on a regional PHAC)
4. Evaluate changing how Economically Distressed Areas are defined for the program (with City of Seattle in the lead)
5. Update the Priority Hire Resolution to implement recommendations
6. Update apprenticeship program to align with newly signed HB 1050 and be more competitive for federal infrastructure grants in workforce development criteria



# POLICY WORK

## 1. Priority Hire Program zip code analysis

- Continue to use King County zip codes vs. developing our own approach that considers the Port's Equity Index or expanding to other counties
- Adopting a Regional Priority Hire Advisory Committee with City of Seattle, King County and the Port means also adopting share PH zip codes

## 2. Priority Hire / Apprenticeship Resolution recommended changes

- Request changing 'per year' goals to 'per project' goals to improve reporting requirements
- Consider Priority Hire Women/POC sub goals taking into consideration lack of candidates in the pipeline

## 3. Preparing for upcoming PLA Renegotiation

## 4. Implementation of 5 Year Priority Hire goal percentage increases

# Questions?

[RETURN TO AGENDA](#)