

Agenda Item: 8g\_attach1  
Meeting Date: February 13, 2024

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE PORT OF SEATTLE**

**AND**

**PROFESSIONAL AND TECHNICAL EMPLOYEES,  
LOCAL UNION #17**

**REPRESENTING AIRPORT DUTY MANAGERS**

**MAY 21, 2022 – MAY 20, 2025**

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by PROTEC17 (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 of equitable and peaceful procedures for the resolution of differences; and setting forth the mutual understandings of the Parties as to wages, hours, and other conditions of employment.

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

The Port recognizes the Union as the sole and exclusive bargaining agent for all Airport Duty Managers employed by the Port of Seattle, excluding supervisors, confidential employees, and all other employees, as identified in Public Employment Relations Commission decision number 13413.

The parties agree that the scope of work historically performed by members of this bargaining unit will continue to be performed as it historically has by bargaining unit employees.

### Automatic Payroll Deduction

Upon receipt by the Union of written authorization individually signed by the employee, the Port will deduct from the pay of such employee the amount of dues, assessments, and initiation fees as certified by the Union. Such authorization for deductions may be in writing, electronically, or through recorded voice. The Port shall transmit such fees to the Union once each month on behalf of the members involved along with a detailed report listing the hours that each member worked. If a deduction error is identified, the error will be addressed as soon as practicable.

### Dues Deduction Cancellation

An employee may cancel their payroll deduction of dues and fees 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 every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice.

The Port will not cancel the payroll deduction without the Union’s authorization or confirmation.

Indemnification

The Union will indemnify and hold the Port harmless 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 3 – UNION RIGHTS, ACCESS, AND USE OF PORT RESOURCES**

Union Access

The Port agrees to allow reasonable access to Port facilities for Union Representatives who have been authorized by the Union. Such access shall be permitted in a manner as not to interfere with the functions of the Port. This Article shall apply within the constraints of federal and state regulations and statutes, and shall be consistent with the regulations controlling the Airport Operations Area and the Airport Security Plan.

New Employee Orientation

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. The Union, through a Shop Steward, Union Member, or Union Representative shall at a mutually agreeable time with the employer be provided with, at a minimum, thirty (30) minutes during the employees’ new hire orientation program in order to meet with the employee(s) to present information concerning the rights, responsibilities of the bargaining unit and Union membership as an employee, which may, when operationally feasible, be performed during the Steward’s normally scheduled workday with management’s approval.

Bulletin Boards

A bulletin board shall be provided by the Port and placed in an area which is accessible to all PROTEC17 members. It is understood and agreed that only the Union shall maintain the bulletin board and no material shall be posted which is obscene, defamatory, or which would impair Port operations.

Shop Steward(s)

The Union may designate a shop steward or stewards who shall be the Union representative on the job. Absent mutual agreement between the Union and the Port, time spent by stewards involving Union activities shall not have a significant adverse impact on the steward’s time to carry out their job assignment.

No Strike/No Lockout

The Port and the Union agree that the public interest requires the efficient and uninterrupted performance of all Port services. The Union will not authorize a strike and the Port will not lockout employees. The Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with Port functions.

Use of Port Resources

Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers, email, and similar equipment and resources for purposes of contract administration and notice distribution. All use of Port resources shall be in compliance with the Port's policies governing use of public resources and shall not interfere with operations or service to the public.

**ARTICLE 4 – SENIORITY**

The Port shall maintain one (1) seniority roster for the ADMs. Seniority, except as modified by this agreement, is the employee's most recent date of hire into the ADM classification, except as noted below. For the purposes of this article, "date of hire" is defined as the employee's first day of work.

If there are multiple employees hired on the same day into the bargaining unit, seniority will be determined by interview ranking. The Employer will promptly notify the Union of the result of the rankings.

**ARTICLE 5 - PROBATIONARY PERIOD**

Probationary period, an extension of the hiring process, is the period of time from the day a newly hired or rehired employee begins work at the Port of Seattle through the end of the sixth month of employment in the same position. Probationary employee means a newly hired or rehired employee who has not yet successfully completed the six-month probationary period is expected to establish a consistent, acceptable level of performance and behavior that is sufficient to retain their employment.

During the probationary period, employees may be terminated without cause and without recourse to the grievance procedure.

The probationary period may be extended by mutual agreement of the parties.

**ARTICLE 6 - JUST CAUSE, DISCIPLINE, PERSONNEL FILES**

The Port shall not discipline a non-probationary employee without just cause. Except in cases which warrant immediate suspension or termination, discipline shall be corrective not punitive, and shall be progressive in nature. Employees have the right to Union representation during any meeting with the Port related to the investigation of actions which may lead to discipline. Discipline issued to employees will generally remain confidential between the employee and the Port, though the parties acknowledge the Port is a public employer.

## Airport Duty Manager CBA – Redline

Discipline, to be considered as valid, must be issued in writing to the affected employee and the Union. Discipline shall not be used to progress to a higher level of discipline after eighteen (18) months from the date of original issuance unless a similar or related offense is committed within that period. The eighteen (18) month timeline does not apply to discipline issued for misconduct which warrants an immediate suspension.

Employees may review their own personnel files in accordance with the Port's Employees' Personnel Files Policy, HR-4.

### **ARTICLE 7 – GRIEVANCE PROCEDURE**

For the purpose of this Agreement, the term "grievance" means any dispute between the Port and the Union; or between the Port and any employee concerning the effect, interpretation, application, claim of breach, or violation of this Agreement; or any dispute that may arise between the parties. The Union and Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity, informally, and at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes and to engage in problem resolution. If such an informal manner cannot resolve the dispute, this Article provides a formal process for problem resolution.

All grievances must be filed in writing within fifteen (15) business days after they occur or first knowledge that a grievance exists. All grievances shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated, remedy sought, and then processed in accordance with the following grievance procedure:

Step 1: The dispute or grievance shall be filed with the department manager by the Shop Steward or Union Representative and the aggrieved employee. The manager must give their response within fifteen (15) business days.

Step 2: In the event no settlement is reached within fifteen (15) business days, the employee or the employee's representative shall then, within fifteen (15) business days, move the grievance to the Senior Manager of Airport Operations or designee. The Senior Manager of Airport Operations or designee shall make every effort to resolve the alleged grievance within fifteen (15) business days after submission.

Step 3: If no settlement is reached within fifteen (15) business days, the parties may mutually agree to move the grievance to the Board of Adjustment (BA).

The BA shall consist of a Union Representative and up to two (2) members of the bargaining unit selected by the Union, and up to three (3) persons selected by the Port. The BA will meet within fifteen (15) business days of the request to discuss and attempt to resolve the grievance.

## Airport Duty Manager CBA – Redline

Any resolution reached by the BA shall be put in writing and signed on behalf of the Port and the Union.

Step 4: If the parties do not mutually agree to move the grievance to the BA, or do not reach a resolution at the BA within fifteen (15) business days, upon mutual agreement, the Port and the Union may, within seven (7) business days, agree to submit the grievance to a mediator appointed by the Public Employment Relations Commission (PERC) 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 5: In the event no settlement is reached by the Union and the Port within thirty (30) business days of the Step 3 meeting, either party shall have the right to submit a demand for arbitration. Within seven (7) business 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) business days, request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS) or PERC. Within seven (7) business 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 the arbitrator.

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.

Each party will bear its own costs of presenting grievances and/or arbitrations under this agreement. The Port and the Union shall share equally the fees and expenses of the arbitrator.

The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances as herein defined; and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.

Any time specified herein shall not include any time on any Saturday, Sunday, or holiday. Time limits may be extended by mutual agreement.

### **ARTICLE 8 – REDUCTION IN FORCE AND RECALL RIGHTS**

#### Reduction in Force

One purpose of classification seniority is to give credit to employee service in layoff and recall situations. In the event of a reduction in force, written notice will be provided at least (2) weeks prior to termination. Employees will be laid off and recalled according to classification seniority; thus the last employee hired into the ADM classification shall be the first laid off from that classification if there is a reduction in force. Employees who have been disciplined within the last 18 months may be laid off out of seniority order.

Recall to Classification

Employees laid off will be entitled to be recalled in their original classification seniority order to the ADM classification for a period of 12 months following the layoff. Recalled employees will suffer no loss in Seniority.

**ARTICLE 9 – MANAGEMENT RIGHTS**

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

The Port reserves any and all exclusive rights concerning the Management and operation of the Department, except as specifically limited in 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 covered employees shall be changed, modified, or otherwise affected, without meeting the Port’s obligations with the Union.

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 in accordance with the Port’s Corrective Action and Progressive Discipline Policy, HR-18;
- (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;

## Airport Duty Manager CBA – Redline

- (f) To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;
- (g) To schedule training and hours of work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;
- (h) To establish reasonable work rules, and to modify training;
- (i) To approve all employees' PTO and other leaves;
- (j) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department regardless of prior commitments; and
- (k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

### **ARTICLE 10 – 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. Unless otherwise agreed the Committee will meet at least quarterly to discuss and exchange information of a group nature and of general interest to both parties.

### **ARTICLE 11 - EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER**

The Port of Seattle is an equal opportunity and affirmative action employer that values diverse perspectives and life experiences. We encourage people of all backgrounds to apply, knowing decisions concerning the employment relationship will be made without regard to age, race, ethnicity, color, religion, creed, sex (including pregnancy), sexual orientation, gender identity or expression, national origin, marital status, citizenship status, veteran status, the presence of any physical or mental disability, genetic information, participation or lack of participation in union activities, or any other status or characteristic protected by 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 12 – CIVIC DUTY LEAVE**

#### Leave for Jury Duty



## Airport Duty Manager CBA – Redline

An eligible FLSA-exempt employee who serves on jury duty shall receive their full, regular Port compensation. An employee who is summoned for jury duty shall submit evidence of their summons within 5 days of the employee's receipt of the summons to allow the Port to make scheduling adjustments as may be necessary.

An employee who has been summoned for jury duty shall be scheduled to a day shift (8am - 5pm, Monday through Friday) schedule for the duration of the jury duty reporting requirement. The Port will endeavor to release an employee from their shift the day preceding their jury service and their shift immediately following their jury service. If the employee is released from jury duty on any given day and has more than four (4) hours of their scheduled shift remaining, the employee shall immediately call their manager and follow the direction of the manager as to when to report to work that day. Upon return from jury service, an employee must submit proof of such service to their manager.

Ineligible employees, including On Call and Emergency Hire employees, Veterans Fellows, and Interns, are not eligible for Jury Duty Leave. When ineligible employees take time away from work for Jury Duty they are not compensated by the Port for jury duty service.

### Subpoenaed Witness Leave

An eligible FLSA-exempt employee who serves as a witness in a hearing or court proceeding which, as determined by Human Resources leadership, relates to, or involves the Port, shall receive their full, regular Port compensation.

An employee who is subpoenaed or requested by the Port to serve as a witness shall submit evidence as soon as practical to allow the Port to make scheduling adjustments as needed. An employee who has been subpoenaed or requested by the Port to serve as a witness shall be scheduled to a day shift schedule (8am to 5pm, Monday through Friday) for the week in which the employee is expected to testify.

Nothing in this article prohibits the employee and employer from a mutually-agreed shift change to accommodate Jury Duty or Subpoenaed Witness Leave.

## **ARTICLE 13 – SAFETY**

The Port and Union agree that the health and safety of Port employees is a priority. As such, no employee is expected to risk injury or illness during the course of employment. Employees shall notify management, of any workplace injury or unsafe conditions that occur during the course of their work.

The Port further agrees to follow any Local and Federal laws and guidelines in order to maintain a safe and healthy workplace. Employees shall cooperate with management in maintaining a safe workplace and safe work environment, and shall wear and properly use any and all protective equipment required.

**ARTICLE 14 – 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. Employees pay may be subject to withholdings for tax purposes if the value of commuter benefits exceeds the IRS limit.

**ARTICLE 15 – 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 this article 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 the Union of any changed to the Employee Learning Development and Education opportunities identified in this article.

**ARTICLE 16 – TELEWORK**

Any telework schedule will be reviewed and discussed on a regular basis to determine the upcoming schedule expectation. Employees requesting to telework need to review and agree to telework requirements and complete the Port’s telework agreement. Employees may submit a training plan to complete Port issued trainings (i.e. on LMS or other learning management systems), ASRs, special projects, and other work that could be completed at home. The manager will review submitted training plans and assess for approval. If work or a project requires on-site support work, employee may be asked to reschedule training. On telework days employees will remain available (i.e. voice, text, email) during their regular shift while teleworking.

**ARTICLE 17 – UNIFORMS**

The Port agrees to provide advance notice to the Union of any changes to a requirement of authorized uniforms covered in this article.

**ARTICLE 18 – PREMIUM PAY**

The parties recognize the value in maintaining and utilizing the skills of multi-lingual employees. The Port agrees to provide advance notice to the Union, if the Port develops a compensation program for employees who are proficient in a second language that use that language in the course of their work duties.

**ARTICLE 19 – BEREAVEMENT LEAVE**

Bereavement Leave may be granted for the death of family members; defined as the death of an employee’s spouse or domestic partner, the employee’s (or employee’s spouse or domestic partner’s) parent, child, step-child, sibling, grandparent, grandchild, aunt, uncle; or a sibling's spouse, domestic partner or child.

(a) Eligibility

Employees who have been continuously employed for at least 30 days and are eligible for PTO/Sick Leave benefits are eligible for up to one (1) work week of bereavement leave per loss. In addition to paid bereavement leave, the Employer may approve an employee’s request to use any type of leave or leave without pay for purposes of bereavement.

(b) Guidelines

Managers have discretion in granting bereavement leave, including how much leave to grant and if it can be taken intermittently. Considerations in granting bereavement leave include; the employees’ relationship to the deceased family member, travel to/from services, the employee’s involvement in making funeral and/or burial arrangements and involvement in closing out the estate of the deceased family member. Employees shall provide documentation to substantiate the need for bereavement leave.

**ARTICLE 20 – HOLIDAYS**

The following days shall be recognized as paid holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- President’s Day
- Memorial Day
- Juneteenth (Designated by Port)
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (day after Thanksgiving)

Christmas

Port Designated Floating Holiday in lieu of Veterans Day (generally the day before or after Christmas, determined annually by the calendar and Human Resources)

Banked Holidays

Another paid day off shall be provided to the employee when the holiday falls on the employee's normal day off, or when the employee works on the holiday. Such "banked" holidays must be scheduled just like PTO, and must be taken before PTO is used. It is up to the employee to keep track of their "banked" holidays and use them within ninety (90) calendar days of the observed holiday.

**ARTICLE 21 – SICK LEAVE**

Sick Leave is accrued based on an employee's hours paid. Accrued Sick Leave may be used for employee or a family member's illness, injury, or disability. Reasonable notice must be provided for the use of Sick Leave if the situation is foreseeable, and prior to the start of the employee's shift, when practicable.

(a) Eligibility

Full, or part-time, regular or limited duration employees who are regularly scheduled to work 21 or more hours per week.

(b) Accrual Rates

Employees accrue Sick Leave at the rate of 0.027 hours accrued per hour paid (2.15 hours per 80-hour pay period or approximately seven (7) days per year for full-time employees). Sick Leave may accumulate with no maximum or limit.

(c) Accumulating and Taking Sick Leave Time Off

Sick Leave up to the accrued balance may be used after 30 days of Port employment. Sick Leave can be used for an absence resulting from an employee or family member's mental or physical illness, injury, or health reason; to accommodate a need for medical diagnosis, procedure, care or treatment; or need for preventative medical care. In addition, Sick Leave may be used for:

- a qualifying FMLA or FCA absence,
- for absences that qualify for leave under the Domestic Violence Leave Act,
- when the employee's work location has been closed by order of a public official for any health-related reason, or
- when an employee's child's school or place of care has been closed for a health-related reason (not weather related).

## Airport Duty Manager CBA – Redline

The employee's manager may require a physician or health care provider's statement to justify use of Sick Leave after an absence exceeding three (3) days. A physician's release is required prior to the return to work by an employee who has experienced in-patient hospitalization of any kind that requires an absence from work, or who has suffered an absence longer than two weeks due to illness, surgery, or an accident.

A family member, for Sick Leave purposes, is defined as a spouse or domestic partner, the parents or children of the employee or their spouse or domestic partner, as well as the employee's siblings, grandparents, or grandchildren.

For sick leave to be used for a domestic partner or a domestic partner's parents or children, an employee and their domestic partner must complete an Affidavit of Marriage/Domestic Partnership. Refer to Port Policy HR-31 for more information on the affidavit.

(d) **Payment of Sick Leave at Termination**

Upon termination immediately following five or more consecutive years of active employment with the Port of Seattle, an eligible employee will receive 50% of their accrued Sick Leave balance at the employee's hourly rate (compensation rate as specified in HCM, the Port's HR/PR system) in effect at termination. The Sick Leave will be paid as a lump sum and the payment will be subject to standard payroll withholding taxes.

(e) **Reinstatement of Sick Leave Upon Rehire or Transfer into a Sick Leave Eligible Job**  
If an employee returns to work at the Port within 12 months of their termination, they will have their unused and not cashed out Sick Leave balances reinstated.

(f) **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 22 – Paid Time Off (PTO)**

Employees accrue PTO based on straight time hours paid and tenure. Accrued days (as shown below) are based on a full-time employee working 80 hours per pay period; part-time employees earn a proportional share of PTO hours. PTO may be used for vacation, appointments, illness, etc. PTO requests will be approved per the requesting employee's departmental procedures.

(a) **Accrual Rates**

## Airport Duty Manager CBA – Redline

- Up to 19.6 days (156.8 hours maximum) may be earned annually from an eligible employee's hire, or rehire, date and the end of their third year of employment. During this period, eligible employees accrue 0.07538 hours per straight-time hour paid.
- Up to 24.6 days (196.8 hours maximum) may be earned annually from the beginning of an eligible employee's the fourth year to the end of their seventh year of employment. During this period, eligible employees accrue 0.09462 hours per straight-time hour paid.
- Up to 27.1 days (216.8 hours maximum) may be earned annually from the beginning of an eligible employee's eighth year to the end of their 11th year of employment. During this period, eligible employees accrue 0.10423 hours per straight-time hour paid.
- Up to 29.6 days (236.8 hours maximum) may be earned annually from the beginning of an eligible employee's 12th year of employment to their last day of employment. During this period, eligible employees accrue 0.11385 hours per straight-time hour paid.

### (a) Accumulating and Taking Paid Time Off

All eligible employees shall be allowed and encouraged to take at least two work weeks of PTO each year.

Paid Time Off may be taken up to the available balance after the employee has completed their probationary period and received approval from their manager. Some Port groups may have a formal time off request process that must be followed before PTO may be used.

### (b) Maximum Accumulation

Maximum PTO accumulation for employees is 480 hours. Accruals will cease when this limit is reached and will resume only when the balance is below 480 hours.

### (c) Voluntary Cash-out of PTO Hours While an Active Employee

Employees may request a voluntary cash-out of a portion of their PTO balance. These cash outs are paid as a lump sum and based on the employee's base hourly rate at the time of the payment. The cash out payments are subject to standard payroll withholding taxes.

- Cash-out of PTO hours earned during the upcoming year

This benefit requires an advance election to avoid a 10% forfeiture.

This process conforms to IRS regulations and there will be no exceptions to this process. Elections will not carry over from one calendar year to the next calendar year.

Prior to the last business day in December employees have the opportunity to submit an irrevocable request to cash out PTO hours that will be accrued (earned) in the following year. PTO cash-out elections cannot exceed the PTO earned during the year of the payment and the employee must have at least two weeks of accrued PTO available as of the last paycheck of December of the year the request is made when the request is made.

(d) Cash-out of PTO hours previously accrued

PTO may be cashed out at any time from banked (already accrued/earned) hours as long as the employee has at least two weeks of accrued PTO available. These requests will be subject to a 10% forfeiture.

(e) Payment of Paid Time Off at Termination

An employee who has successfully completed their first six (6) months of continuous Port of Seattle employment will receive 100% of their accrued Paid Time Off balance at the employee's hourly rate at termination.

Employees who have not been terminated for cause have the option of receiving their Paid Time Off hours:

- As a lump sum (all rights to insurance benefits, pension benefits and leave accruals during the period in which the PTO leave would have been used as service time are waived)
- As service time after their last day worked (this generally includes healthcare benefits, continuation of PTO and Sick Leave accruals, and service credit time). PTO cannot be used as service time in the year following the employees last Port of Seattle workday.
- As a combination of cash and service time.

If an employee does not notify Human Resources of their choice on or before their last day of work, their PTO shall be paid as a lump sum.

Employees who have been terminated for cause will receive 100% of their accrued PTO balance paid as a lump sum. In these situations, employees are not eligible to use Paid Time Off as service time after their last day worked unless authorization is received from Human Resources Leadership.

Employees who do not complete their probationary period will not be eligible to receive a cash-out of their accrued Paid Time Off at termination.

### **ARTICLE 23 – PARTIAL DAY ABSENCES**

Regular full-time employees are expected to work a 40 hour per week schedule and may be required to work additional hours to complete their work. Personal appointments should be scheduled outside work hours whenever possible. When personal appointments cannot be arranged during non-work hours or an employee needs leave work due to illness, and the absence is of a duration that is less than four hours, then on up to three occasions per year, the manager may authorize the employee to be absent without requiring the employee to charge the time to PTO or Sick Leave (“Manager Authorized Partial Day Absences Coded Regular Pay”). If the employee should need to attend a personal appointments in addition to the three “Manager Authorized Partial Day Absences Coded Regular Pay”, the employee may use accrued and available PTO or Sick Leave, or unpaid leave, to cover the time off. If the absence is more

than four hours a day, then the employee is required to charge the absence to accrued and available PTO or Sick Leave to cover the time off. Any and all partial day absences must be approved in advance by management.

#### **ARTICLE 24 - PAID PARENTAL LEAVE**

The Port agrees to provide Paid Parental Leave to regular, non-probationary employees for the term of this agreement. Eligibility, participation, and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. Changes and/or modifications to Paid Parental Leave shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Paid Parental Leave to the Union.

#### **ARTICLE 25 – OTHER LEAVES**

Leave Without Pay (LWOP) may be approved after all appropriate paid leave accruals are exhausted, unless the leave is covered by the Family and Medical Leave Act (FMLA), which may be taken as unpaid leave. When LWOP is taken for personal reasons, all PTO leave and sick leave must be exhausted.

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

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

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

##### Military Leave

With appropriate military orders, employees shall be allowed up to 21 working days of Paid Military Leave each Federal fiscal year (October through September) as provided in and limited by RCW 38.40.060.

Employees can use Military Leave when they must miss work for annual training commitments, for reserve duty, or when called to active duty. Compensation during the period of military leave shall not exceed that which would be required to cover the number of hours the employee is regularly scheduled to work. For military related absences that exceed 21 working days, employees may elect to use accrued PTO. If the employee requests, they may also elect to use Leave Without Pay prior to using all of their accrued PTO.



Port Supplemental Military Pay is available after the 21 days of paid military leave are exhausted to make up the difference between an employee's regular Port base pay and their military pay when an employee is called to active duty a Presidential Order or as a result of a declared state of emergency at the State or National level.

In all cases, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides the minimum definition of benefits guaranteed to employees called for active duty.

#### Personal LWOP

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

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

A personal LWOP with a mutual benefit for the Port and the employee would receive greater priority than a request with limited or no benefit to the Port. After an evaluation, the Manager or his designee may authorize up to ninety (90) calendar days LWOP to a regular employee.

#### Medical LWOP

Human Resources manages all work and non-work related reasonable accommodations leaves. A disability period is the time an employee is unable to perform the duties of their position due to illness or injury as determined and certified by a health care provider in writing to Human Resources. Medical LWOP required to cover certified periods of disability may be granted to employees suffering from either job-related or non-job-related disabilities.

#### Probationary LWOP

Personal LWOP is generally not available to probationary employees who have not completed their first six (6) months of continuous employment. Approval of the Probationary LWOP shall be made at the discretion of the employee's manager, after consultation with Human Resources. In no case shall Personal LWOP in excess of six (6) weeks be approved for employees who have not completed their probationary period. e.g., If an authorized probationary LWOP, the employee's probationary period shall be extended by the time period of the leave.

Seniority Status While on LWOP

An employee's seniority ranking and rate of PTO accrual will remain unchanged while on LWOP.

**ARTICLE 26 – AWARDED TIME**

Awarded Time

Business needs will occasionally require salaried employees in the bargaining unit to work more than 80 hours in a pay period to achieve Port objectives. Awarded Time gives managers a way to acknowledge these commitments and award additional time off to post-probationary employees who have worked additional hours to ensure important goals and deadlines are met or necessary work is accomplished. Awarded Time is not “comp time.” It doesn’t compensate employees on an hour-for-hour basis for hours worked beyond their regular work schedules. Awarded Time is not intended to extend an employee’s regular work schedule on an extended or regular basis.

- (a) Salaried employees are paid for the work they perform and occasionally are expected to work eight (8) or more additional hours (10% or more) per pay period. Employees working more than 8 additional hours per pay period for an extended period of time (more than two consecutive weeks) are candidates for Awarded Time.
- (b) Managers grant Awarded Time in advance and are encouraged to alert their groups’ time administrator, as well as the employee receiving Awarded Time when it is awarded. Employees are to record Awarded Time using the appropriate time reporting code.
- (c) Managers wishing to grant Awarded Time to an employee should follow their department’s procedure for reviewing the appropriateness of Awarded Time, including how much is awarded, before it is granted.
- (d) Awarded Time is intended to give employees time away from work for rest and rejuvenation following a recent rigorous work period. Therefore, the Awarded Time should normally be awarded to the employee during the same period in which the work was performed and the employee should use the Awarded Time as soon as possible thereafter. In no event shall the employee use Awarded Time more than three months after it is awarded.
- (e) Awarded Time will not be cashed out. Retiring or terminating employees may not use Awarded Time after their last day worked.
- (f) Employees will be allowed to maintain a log of hours worked. Hours worked in excess of ten percent (10%) of their regular work schedule, which are properly approved, tracked, and documented in a mutually agreed to form will be permitted for use as Awarded Time subject to the terms of Article (Pending).

**ARTICLE 27 – HEALTH AND WELFARE PROGRAMS**

## Airport Duty Manager CBA – Redline

Employees shall be covered by the Medical, Dental, Life Insurance and long-term Disability Insurance benefits described in paragraphs a, b, c, and d below. The Port retains the right to modify and/or change insurance benefits and/or carriers at any time during the term of the agreement. Coverage under this Article shall not be a bargainable issue. However, the Port agrees to meet and discuss any changes in Port coverage with the Union.

Employees may be required to pay a portion of some insurance premiums if required of other Port employees. Employee costs shall be by payroll deduction or by electronic payment of check if payroll deduction is not available. Employees are responsible for notifying the Port through approved enrollment processes of their eligible dependents. Any extra costs associated with a lack of notification shall be the employee's responsibility.

Employees shall be eligible to maintain continuity of coverage as provided for under the Consolidated Omnibus Reconciliation Budget Act (COBRA).

### Medical Insurance

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for medical insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established between the Port and the insurance companies or agencies selected to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan, that the employee has chosen.

### Dental Insurance

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

### Vision Insurance

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

### Life Insurance

## Airport Duty Manager CBA – Redline

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with insurance companies or agencies selected by the Port to provide such benefits. Such employees shall also be covered by the Accidental Death and Dismemberment policy provided by the Port, which provides a benefit in the amount of two (2) times their annual base rate.

### Long-term Disability

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

### Light Duty

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month shall receive light duty work as they are released to perform such duty through a care-provider and in accordance with the policies and procedures that govern the Port's self-insured Worker's Comp program.

### WA State Long Term Care Insurance

All employees are required to pay an employee paid premium for a state mandated Long Term Care insurance program. These premiums deduction will follow State guidelines, unless employees have received an exemption from the State of Washington and provides that documentation within set guidelines determined by the State.

## **ARTICLE 28 – COMMUTER BENEFITS**

All Regular Employees, shall be eligible for the following benefits:

### 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.

### Ferry Reimbursement

## Airport Duty Manager CBA – Redline

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;

The Port shall have full and exclusive discretion to administer, change, amend, modify and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit.

The Port agrees to provide advance notice to the Union of any changes to the commuter benefits covered in this article.

### **ARTICLE 29 - PAYROLL**

All employees are required to participate in the Port' Direct Deposit program for payroll purposes.

When the Port has determined that an employee has been overpaid, the Port will provide written notice to the employee that will include the following items:

- 1 . The amount of the overpayment;
2. The basis for the claim

The Port shall recover the overpayment by deduction through subsequent earnings at a rate of five percent (5%) of the employee's disposable earnings in a pay period, other than the final pay period; or the amount still outstanding from the employee's disposable earning in the final pay period. Deductions from wages shall continue until the overpayment is fully recouped. Nothing in this article precludes the employee from agreeing to a larger deduction.

Any dispute concerning the amount of the overpayment will be resolved through the grievance procedure, Article (pending number), of this agreement.

### **ARTICLE 30 – PENSION**

The Port shall continue to contribute to the Washington State Public Employees Retirement System (PERS) covered by this Agreement per policy and state law.

### **ARTICLE 31 – SUPPLEMENTAL RETIREMENT PROGRAMS**

#### The 457(b) Deferred Compensation Plan

Full-time, eligible employees shall be eligible to participate in the Port of Seattle's Deferred Compensation Plan after 30-days of continuous employment. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to

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grievance or arbitration procedures or to any other provisions of this Agreement or to negotiation by the Union.

**ARTICLE 32 – SAVINGS CLAUSE**

Should any provision(s) of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision(s) should be restrained by such tribunal, all other provisions of this Agreement 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 provision(s).

**ARTICLE 33 – DURATION**

This Agreement will become effective upon full and final approval by the Union and the Port of Seattle Commission and will cover the period from May 20, 2022 through May 20, 2025.

For Port of Seattle:

For Professional and Technical Employees,  
Local 17:

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

\_\_\_\_\_  
Karen Estevenin,  
Executive Director

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

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

**APPENDIX – A – WAGES**

Year 1, upon ratification of this agreement the Airport Duty Managers payrate shall increase by 8%, each current Bargaining Unit member will receive pay retroactive from May 20, 2022.

Year 2, on May 21, 2023, the Airport Duty Managers payrate shall increase by the sum of (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Urban Consumers (CPI-U) February 2022 to February 2023 with a 0% minimum and a 6% maximum; i.e. ,each current Bargaining Unit member will receive 6% pay retroactive from May 21, 2023.

Year 3, on May 21, 2024, the Airport Duty Managers will transition on to the following 3-step wage scale:

<b>Step</b>	<b>Wage as of May 21, 2024</b>
<b>Entry</b>	\$108,000.00
<b>2-year</b>	\$112,000.00
<b>4-year</b>	\$116,000.00
<b>6-year</b>	\$120,000.00

Then on May 21, 2024, the Airport Duty Managers payrate shall increase by the sum of (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Urban Consumers (CPI-U) February 2023 to February 2024 with a 0% minimum and a 6% maximum.

**APPENDIX – B – ADM SCHEDULING PILOT PROGRAM**

PROTEC17 (“the union”) and the Port of Seattle (“the employer”) agree that fair and consistent scheduling is an important element for job satisfaction and work/life balance for all employees, and particularly for employees who work in 24/7 positions. As such, the parties enter into this MOU regarding scheduling and shift rotations.

## Airport Duty Manager CBA – Redline

Upon execution of a first Collective Bargaining Agreement, the parties agree to implement a two-year scheduling pilot program (“the program”) for the Airport Duty Managers (“ADMs”). The program will contain the following elements:

1. For the first year of employment as an ADM, the ADM will be scheduled at the discretion of management in order to attain competency in all duties and for all shifts.
2. After one year of qualified employment, the scheduling bid shall be by seniority within the ADM group:
  - a. For the purposes of this MOU, “qualified” employment is defined as being QPd (Qualified Personnel)
  - b. The ADM will be eligible to bid by seniority during the shift bid directly following qualification
3. There will be no requirement for qualified ADMs to bid on each of the shifts (Day, Swing, and Mid).
4. Each rotation shall be four months, three rotations per year.
5. Shift trades will no longer be permissible except in the event of a life-changing circumstance.
6. The parties will meet at a mutually agreed upon date to discuss the program approximately two months after a rotation has commenced.
7. Prior to execution of the program, the parties will meet to establish objective measures of program progress and success.