

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**



THE PORT OF SEATTLE

and

**INTERNATIONAL LONGSHORE and WAREHOUSE UNION
LOCAL NO. 9**

**Aviation Operations
Collective Bargaining Agreement
Incorporating:**

**Airfield Operations Specialist
Senior Operations Controller**

**EFFECTIVE
January 1, 2016 - December 31, 2019**

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ARTICLE 1: Purpose of Agreement

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

ARTICLE 2: Union Recognition

The Port recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time non-Security Personnel in the classifications of Airport Operations Specialist and Senior Operations Controller employed by the Port of Seattle at the Sea-Tac Airport in the Airport Operations Division, excluding supervisors, confidential employees and all other employees of the employer.

The parties agree that they intend this Agreement will operate to maintain the existing scope of work historically performed by members of this bargaining unit.

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

ARTICLE 3: Union Security

Section 1. All present employees who are members of the Union as of the date of the execution of this Agreement shall remain members during the life of this Agreement as a condition of continued employment. All current employees who are not members of the Union shall become members of the Union within thirty (30) days after the signing of this contract and shall remain members during the life of this agreement as a condition of their continued employment. All employees hired hereafter shall become members of the Union within thirty (30) days following the beginning of their employment and shall remain members during the life of this Agreement as a condition of their continued employment. Employees shall be afforded their rights to religious objections as protected in RCW 41.56. No employee will be terminated under this Article if the Port has reasonable grounds for believing:

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

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

Port, the Union shall notify the affected employee of its intention to request termination. Upon receipt of such request by the Union, the Port shall, within five (5) working days notify the employee of a proposed termination and provide an opportunity for the employee to respond in person or in writing to the proposal. Unless the Port has reasonable grounds to retain the employee for the reasons stated above, the employee shall be terminated immediately following the pre-termination response deadline.

Section 3. The Union agrees to indemnify, defend, and hold harmless the Port against any claims made and against any suit instituted against the Port on account of any check-off of dues for the Union. The Union agrees to refund to the Port any amounts paid to it in error on account of the check-off provision.

ARTICLE 4: Payroll Deduction

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

ARTICLE 5: Business Representative Access

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

ARTICLE 6: Bulletin Board

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

ARTICLE 7: Equal Employment Opportunity

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee or applicant for employment or against any Union member or applicant for membership because of race, color, creed, national origin, ancestry, sex, pregnancy, gender identity, age (over 40), sexual orientation, religion, military status, disability, marital status, political ideology, whistleblower status, use of workers' compensation, Family Medical Leave Act (FMLA) use, or any other category protected by applicable federal, state, or local law.

ARTICLE 8: Management Rights

Section 1. The Union recognizes the prerogatives of the Port to operate and manage its affairs in

all respects in accordance with its responsibilities and powers of authority.

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

- a. the determination of job content and/or job duties;
- b. the combination or consolidation of jobs;
- c. With regard to a and b above, at the Union's request the Port shall conduct a job evaluation to determine if the combination or consolidation of jobs warrants an increase in wages, with the result of the evaluation being subject to the grievance procedure;

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

Section 2. Subject to the provisions of this Agreement, the Port has the right to schedule work as required in a manner most advantageous to the operation and consistent with requirements of federal and state laws, rules, regulations and directives, and consistent with the Airport Security Plan.

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

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

- (a) To recruit, assign, transfer, or promote employees to positions within the bargaining unit;
- (b) To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (c) To determine methods, means, work locations and personnel necessary for airport operations and security;
- (d) To determine the number of personnel assigned on duty at any time.
- (e) To control the departmental budget, and if deemed appropriate by the Port, to implement reduction(s) in force;
- (f) To take whatever actions are necessary in emergencies in order to assure the proper functioning of operations;

(g) To determine the need for additional educational courses, training programs, on-the-job-training, and cross training, and to assign employees to such duties for periods to be determined by the Employer; and

(h) To manage and operate its departments except as may be limited by provisions of this Agreement.

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

ARTICLE 9: Grievance Procedure

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

A grievance shall be defined as an alleged violation of the terms of this Agreement. If a grievance is initiated by the Port or the Union regarding the application or interpretation of the terms of this Agreement, the grievance may be filed at Step 2 within 21 calendar days of knowledge of the circumstances giving rise to the grievance; otherwise, the grievance must be initiated at Step 1.

A four-step grievance procedure is established as follows:

Step One: Informal Resolution.

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

Step Two: Labor Relations Committee.

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

To advance a grievance to Step 2, either the Union or the Port shall submit a written statement setting forth in detail the facts upon which the grievance is based, the sections of the Agreement alleged to have been violated, and the remedy sought. The Union shall submit such written statement to the Senior Director or designee of Labor Relations and the Port shall submit such written statement to the Secretary/Treasurer/Business Agent of the Union.

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

statement must be submitted within fourteen (14) calendar days of the receipt of Port's written Step One response.

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

Step Three: Voluntary Mediation.

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

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

Step Four: Arbitration.

A. Arbitration Procedures

Within thirty (30) days of the failure to resolve this grievance by the LRC or, if the parties attempt mediation, within thirty (30) days of the failure of the mediation process, either party to this Agreement may, in its sole discretion, apply to the Federal Mediation and Conciliation Service for a list of five (5) persons who are qualified and available to serve as arbitrators for the dispute involved. Within five (5) days of receipt of this list, the Labor Relations Committee will jointly select the arbitrator from the list in the following manner: The representatives of the Union and the Port shall each privately identify (strike) two (2) of the five (5) available arbitrators. The person whose name was not struck shall be the arbitrator. If more than one (1) person is not struck by either party, the person not struck whose last name comes first in the alphabet shall be selected. The decision of the arbitrator shall be final and binding to all parties to the dispute.

The Union and Port shall pay any compensation and expenses relating to its own witnesses and/or representatives, except that Port employees whose presence is (1) requested by the Union or the Port and (2) reasonably necessary or related to the proper conduct of the arbitration, and who otherwise would be "on the clock," will be treated as if they are still working and thus will suffer no loss of pay as a result of their presence at the arbitration. In order to ensure parity for all employees in this regard, an employee who is assigned to swing or graveyard shift and whose presence meets the criteria set forth above shall be released from some or all of either the shift immediately preceding the date of his/her presence at the arbitration, or the shift following such presence, depending on the circumstances, for an amount of time equal to the amount of time such employee is directed to spend at the arbitration.

If either party requests a stenographic record of the hearing, the party requesting the copy will pay the cost of said record. If the other party also requests a copy, the party will pay one-half

(1/2) of the stenographic costs. The fees and expenses of the arbitrator shall be shared equally by the parties. The Union does not hereby waive any rights it may have, subsequent to a successful arbitration, to seek an award of reasonably incurred attorneys fees pursuant to RCW 49.48.030.

B. Limitation on Power of the Arbitrator

The powers of the arbitrator shall be limited to the application and interpretation of this agreement and its appendices. Decisions shall be based on whether or not a contract violation is deemed to have occurred. The arbitrator shall have jurisdiction to decide any dispute arising under this Agreement, but shall not add to, delete, or modify any section of the Agreement.

EXCEPTION: Should the Union contend that it is (or could be) entitled to an award of reasonably incurred attorneys fees pursuant to RCW 49.48.030, and should the Port agree, the Port and the Union may specifically request that the arbitrator retain jurisdiction, subsequent to his/her ruling on the merits of the grievance, to determine all issues related to the amount of such an award and to determine the appropriate amount of such an award. Such an agreement may occur either prior to or subsequent to the arbitrator's decision on the merits.

C. Time Limits/Intent of the Parties

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

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

D. Time Limitation as to Back Pay

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

ARTICLE 10: Seniority

Section 1. Seniority Roster. The Port shall maintain one (1) seniority roster for each classification. Seniority for the purpose of this Article is the employee's most recent date of hire into the particular classification, except as noted below.

- A. If there are multiple employees hired on the same day, seniority will be calculated by the employees birth date, excluding year.

Section 2. Shift Bid. Employees on a classification seniority list shall have the right to exercise shift preference according to their classification seniority.

Section 3. Reduction in Force. One purpose of classification seniority is to give credit to employee service in layoff and recall situations. Employees will be laid off and recalled from and

to a particular job classification according to classification seniority; thus the last employee hired into a classification shall be the first laid off from that classification if there is a reduction in force in that classification.

Section 4. Bumping Rights. Persons employed in a particular classification who are laid off from that classification may bump into a previously held equivalent or lower level position within the bargaining unit, or the Aviation Security bargaining unit, to the extent the Aviation Security bargaining agreement permits, based on their classification seniority in the lower or equivalent level classification, provided she/he meets the minimum qualifications for that position. Should that occur, their seniority in the classification to which they are returning will be the same as when they left that classification (i.e. it will be the original date of their hire into that classification.)

Section 5. Recall to Classification. Employees laid off from their classification position who bump to any other bargaining unit position, or who bump into an Aviation Security bargaining unit position in accordance with the provisions of this Article will be entitled to be recalled in their original classification seniority order to their original classification position for a period of two years following the layoff. EXCEPT: the right to be recalled to a classification from which an employee has been laid off will be forfeited if an offer of recall is made and declined. Additionally, an employee must be qualified, or qualifiable for the position within a reasonable amount of time. Nothing in this Article precludes the Port from actually reducing the number of positions available for bargaining unit members.

Section 6. Loss of Seniority. All seniority rights shall be broken and forfeited by resignation, or termination for cause, retirement, or voluntarily accepting a position outside of this, or the Aviation Security bargaining unit. Except: If an employee accepts a transfer out of the unit in lieu of a layoff, that employee shall maintain his or her classification seniority until such time as he or she has been working away from the unit in excess of twenty-four (24) months, or declines an offer of recall to the classification, whichever is sooner.

Section 7. Retention of Seniority. Classification seniority is not lost through promotion to any position in this or the Aviation Security bargaining unit, or as a result of exercising a bumping right under Article 10 Section 4.

Section 8. Notice of Layoff. In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff and the Union at least five (5) weeks prior to the date of layoff.

Section 9. Probationary Period. There shall be a six (6) calendar month probationary period after being hired into any position in this bargaining unit. Employees on such probation shall work as directed. Additionally, they shall report to work as called and shall accept designated shift assignments and work assignments. Continued employment shall be based on evidence of the employee's ability to meet the above standards and to maintain a satisfactory level of performance as judged by the Port during the probationary period following hire into a bargaining unit position. Probationary employees have the same rights as all other employees and have the same access to the grievance procedure as all other employees although they can

contest termination only on the basis that the termination is arbitrary or capricious or for an illegal reason.

ARTICLE 11: Advancement

Section 1. Line of Progression. The general line of progression for advancement, promotions, and regressions shall be as follows: Construction Support Specialist/Full Employee Screener to Senior Access Controller to Airfield Operations Specialist /Senior Operations Controller; to the extent that the Aviation Security agreement permits

Section 2. Seniority Preference Selection. Employees in the bargaining unit shall have priority right to openings in bargaining unit positions. Such priority right means that any such employee bidding for a promotion shall be granted that promotion on the basis of seniority provided that that employee has the objective qualifications for the position. No position affected by this priority right shall be advertised outside of the bargaining unit until bargaining unit members have been given reasonable notice of the opening and a chance to bid for the opening.

Section 3. Job Qualifications. Only reasonable and actually necessary qualifications may be set as the qualifications necessary to be selected for any position. The employer may create training programs and objective testing to ensure that an employee has such qualifications and the employer may create an objective certification process to create a record of such qualifications.

Section 4. Trial Service. Any employee promoted under the terms of this Article shall work subject to a six calendar month trial period in the new position beginning on the first day of assignment after selection. All time worked as a substitute, fill-in, or temporary employee in the preceding 12 month period will be counted toward the 6 month trial period. Some positions may also require additional certification requirements. If within the trial period the employee is unable to meet the standards of performance for the new position, the employee shall have the right to return to his/her position in the classification that he/she left.

Section 5. Out of Class Assignments Outside of the Bargaining Unit. The Port may, with the concurrence of the Union, assign an employee from the bargaining unit to a position outside of the bargaining unit for a period not to exceed six (6) months. Assignments may be extended with mutual agreement by the Parties. All such temporary, out of class assignments shall be voluntary on the part of the employee who is offered the assignment. The Port and the assigned employee each reserve the right to end the assignment at any time.

During such assignment the employee shall be compensated at a rate determined by Port Human Resources and hours of work shall be as assigned by management. Such compensation shall not be less than the compensation the employee would receive in his/her bargaining unit position. Medical and leave benefits shall continue during such out of class assignments as under the Parties' collective bargaining agreement. The employee will continue to meet his/her union security obligations consistent with his/her bargaining unit position during the out of class assignment. Dues deduction will continue to be made available to the employee as set forth in RCW 41.56.110 and the CBA.

Bargaining unit employees shall have the right to return to their bargaining unit position without loss of seniority at the conclusion of such out of class assignment. Any backfilling of bargaining unit positions resulting from a temporary assignment to a position out of the bargaining unit will be made on the basis of seniority, as provided under the Parties' collective bargaining agreement. Assignment of bargaining unit members to out of class assignments shall not change the scope of recognition of the ILWU Local 9 Aviation Operation/Aviation Security bargaining unit.

ARTICLE 12: Jury Duty

When an employee is called for and serves as a subpoenaed witness or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, less any compensation received from the court for such service (excluding travel, meals, or other expenses). Port compensation for service as a subpoenaed witness (Port-related), or on jury duty will satisfy the employee's work requirement for the day of service.

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

If the employee is excused on any regular workday from the jury panel, he or she will be expected to report to the Port for regular duty.

ARTICLE 13: Bereavement Leave

Bereavement Leave shall be granted to employees who have been employed for thirty (30) or more days of uninterrupted service and who have suffered the loss by death of a member of their immediate family.

Immediate family shall be defined as 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. Domestic partner shall be defined in accordance with the Port Policy HR-31. In special circumstances, the Director of Human Resources may include others in the definition of immediate family.

Three (3) days paid leave will be granted if the funeral is in Washington State. Up to five (5) days paid leave will be granted if to cover required travel time to attend the funeral outside of Washington State.

ARTICLE 14: Hours of Work, Overtime, and Pay Periods

Section 1. Hours of Duty. The normally scheduled workweek for employees affected by this contract shall be the equivalent of forty (40) hours per week on a Port payroll week basis. The workweek shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off, or four (4) consecutive ten (10) hour days with three (3) consecutive days off for certain employees.

The normal scheduled workday shall include a one-half (1/2) hour meal period and two (2) fifteen (15) minute rest periods. These rest and meal periods shall be paid at the employee's regular rate of pay. If an employee does not get a lunch break, the employee shall be paid an extra one-half (1/2) hours pay.

For all employees covered by this agreement, the break and lunch periods specified above can be combined into a one (1) hour lunch meal period, and such lunch period can be taken during the period ninety (90) minutes prior to and following the midpoint of the shift, with management and employee agreement.

All employees covered by this agreement may be required to carry electronic communication devices and keep them activated during break and lunch periods. Employees called back to work during a break or lunch period may be required to report to their assignments within ten minutes.

Section 2. Overtime Pay and Exceptions. Hours worked in excess of the normally scheduled work day, or in excess of the normally scheduled work week on a Port payroll basis, shall be compensated at the overtime rate of one and a half (1.5) times the employee's regular rate of pay. Work in excess of forty (40) hours in a week shall also be paid at the overtime rate.

There shall be no pyramiding or compounding of overtime. "Holiday pay" does not count toward calculating hours worked for purposes of calculating overtime for those employees who do not actually work on the holiday. (See "Holidays" article for additional clarification.)

Every effort will be made not to schedule unreasonable overtime. Work over twelve (12) hours in a twenty-four (24) hour period or over fifty (50) hours in a week shall be considered unreasonable, except in an emergency. The Port shall make its best efforts to equalize overtime opportunities within a shift on a semi-annual basis.

Employees shall receive quick turnaround pay in the event there are not at least eight (8) hours between shifts. When this occurs, the affected employee will be paid four (4) hours minimum time and a half.

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

Time brackets defining day shift/swing shift/mid shift are as follows:

| | | |
|--------------|---------|------------------------|
| Day Shift: | between | 06:00 A.M. - 1:59 P.M. |
| Swing Shift: | between | 2:00 P.M.-9:59 P.M. |
| Mid Shift: | between | 10:00 P.M.-5:59 A.M. |

The majority of hours worked within a particular time bracket will determine the shift differential that an employee is entitled to be paid for the entire shift. In the event that an equal number of hours are worked in two (2) separate shifts, the employee will be paid at the higher shift differential for the entire period of hours worked.

Section 4. Scheduling of Days Off. The Port shall not make temporary changes to employee's bid schedule or reschedule days off, solely to prevent payment of overtime. Schedule adjustments to accommodate training while maintaining a forty (40) hour workweek for employees shall be considered appropriate with advance notice as required in Section 7, below. Normal days off at the end of the schedule week shall be consecutive.

Section 5. Approval for Overtime Work. Authority for approval of any overtime work shall be limited to departmental management or its designees.

Section 6. Minimum Show-Up Time. Any person called in to work on a day off or called in to work before or after the conclusion of their shift shall be paid a minimum of four (4) hours pay at the appropriate rate regardless of the length of the call, unless the call lasts more than four (4) hours. This pay shall be in addition to any pay paid for the person's regular shift. This does not apply to extension of shifts before or after the scheduled shift.

Section 7. Notice of Shift Change. Except in emergencies and as specified below, employees shall be provided with fifteen (15) calendar days notice in the event of shift change.

Section 8. Pay Periods and Pay Processes. All employees shall be paid bi-weekly, and in the same manner established by the Port's Payroll Procedures and Policies applicable to non-represented employees.

Employees covered by this Agreement may be required to use time clocks or other attendance verification technology.

Section 9. Special Conditions by Classification.

A. Senior Operations Controllers

i. Relief Shifts. The hours of work shall be as stated above with the exception of relief shifts, which shall consist of four (4) consecutive ten (10) hour days, except that the relief shift may be assigned to a five (5) day eight (8) hour shift for coverage of a vacated shift. In the event management changes relief shift schedules from one type of workweek as defined in Article 14 Section 1 to another, advance notice between two (2) and six (6) weeks shall be made to the affected employee(s). When covering different shifts in the same

workweek, the relief shift must have a sixteen (16) hour break. When the Relief person is on a week vacation, the days off before and after the vacation should not change.

ii. Scheduling. The Port will endeavor to schedule a Supervisor whenever Senior Operations Controllers are scheduled. Senior Operations Controllers will be directly involved in developing the weekly work schedule. Employees shall be provided with a completed annual work schedule by November 15th, each year. Vacation bidding will start no later than November 15th each year and be completed by December 15th.

iii. Day trades and Shift trades. Trades between individuals after shift and vacation bidding is completed shall be permitted subject to Management approval.

B. Airfield Operations Specialists

i. Hours of Work. The work week shall consist of a number of four (4) consecutive ten (10) hour shifts determined by dividing the number of employees in the AOS workgroup employed as of May 18, 2004 by two (2), and rounding to the next highest number. At management's option, all remaining shifts shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off. On further shift bids, the maximum number of four (4) consecutive ten (10) hour shifts shall be determined by the number of employees then employed from this original group, divided by two (2), and rounded up to the next highest number. At management's option, all remaining shifts shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off.

ii. Relief Shift. One four (4) consecutive (10) hour shift shall be designated a relief shift. In addition to providing coverage for four (4) day ten (10) hour shifts, the relief shift may also be assigned to a five (5) day eight (8) hour shift for coverage of a five (5) day eight (8) hour vacated shift, scheduled at least five (5) days in advance. When covering different shifts in the same workweek, the relief shift must have a sixteen (16) hour break. When the Relief person is on a week vacation, the days off before and after the vacation should not change.

iii. Shift Bid. Shifts will be bid by seniority at least once a year. Airfield Operations Specialists can swap shifts among themselves with management approval.

iv. Concealed Pistol License. Airfield Operations Specialists are required to obtain a Washington State Concealed Pistol License (CPL) as a condition of their employment.

In the event an Airfield Operations Specialist is unable to obtain or retain a CPL, absent extenuating circumstances, the employee shall be temporarily assigned to duties that do not require a Concealed Pistol License for up to 30 calendar days. Depending upon the circumstances, the parties may mutually agree to extend the time period. The Port will reimburse the employee for the cost of obtaining the license.

C. Direct Deposit. Effective upon ratification by the parties, as a condition of employment, all employees who currently have direct deposit, and all employees HIRED AFTER the ratification

date, are required to participate in the Port's direct deposit program for payroll purposes. Those that choose not to participate in the Port's direct deposit program, must sign the application to receive a pay card in lieu of direct deposit, or may request a physical check.

ARTICLE 15: Holidays

Section 1. Effective at the signing of this agreement, the following paid holidays shall be recognized and observed, as follows:

| | |
|-------------------------------|------------------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | |
| Christmas Day | December 25 |
| One (1) "Floating Holiday" | To be designated by the Port |

When the Port's salary and benefit resolution shifts the day of observance of any of the above holidays, that shift shall apply to the holidays under this contract as well.

Section 2. Premium Pay for Working on a Holiday. Employees scheduled to work on a Port observed holiday shall receive one and one half times regular rate of pay for hours worked on a Port designated holiday. Employees who work on the actual holiday of Christmas Day, New Years Day or Independence Day shall receive one and one half times regular rate of pay for hours worked, if different from the Port's designated day of observance for those three holidays. In no case shall an employee be eligible for holiday premium pay for more than one day for each of the ten holidays.

Section 3. Compensation for Holidays. "Holiday pay" for bargaining unit employees shall be eight (8) or ten (10) hours (whichever is the regular shift) at the straight-time rate subject to the following conditions:

All employees, whether they work or don't work on the holiday, will receive "Holiday Pay" in one of two forms:

Either

- a) A "cash out" of the 'holiday pay', OR
- b) An "in lieu of holiday" day off (equivalent of 8 or 10 straight time hours, whatever is the regular shift)

The choice between a and b is subject to certain limitations described below:

1. If employees choose to cash out the "holiday pay", there is no choice of when it is cashed out- it attaches to the contractually listed holiday.

OR

2. If employees choose the "in lieu of" day off option, such day would have to be asked for by the employee and approved by management before it can be taken (just like PTO). Such "in lieu of" days must be taken before PTO is used. It is up to the employee to keep track of their "in lieu of" days. All such "in lieu of" days will be cashed out at the straight time rate at the end of the same Port payroll calendar year in which they were earned. (e.g., all "in lieu of" days earned in 2008 will be cashed out at end of the Port's payroll calendar year for 2008.)

If the employee does not make the choice on their time cards during the pay period of the holiday, they will get the "holiday pay cash out" (of 8 or 10 hours straight time, whatever is their usual shift) by default.

Also, for only those employees who actually work on the holiday they get, in addition to "Holiday Pay", an OT premium for hours actually worked on the holiday. The premium is time-and-a-half for their regular shift, and two-and-a-half their regular rate for hours worked beyond their normal shift.

It is the intent of this Holiday Pay Article that only those employees who actually work on the holiday will receive the benefit of the overtime premium in addition to "Holiday Pay".

"Holiday pay" does not count as hours worked for purposes of calculating overtime for those employees who do not work on the holiday. (i.e. if the holiday falls on a Monday, and an employee's normal work schedule is Tuesday-Saturday, the fact that the employee is paid eight (8) hours of 'holiday pay' for Monday would not cause the employee to be paid OT for working on Saturday, their regular day of work.)

This Section shall be effective starting with the first contractually listed holiday after the signing of this Agreement.

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

ARTICLE 16: Harry Bridges Day

Harry Bridges Day. Each employee who works on July 28 for each year during the term of this agreement shall receive one and one half times their regular hourly rate of pay for all hours worked for that day.

ARTICLE 17: Paid Time Off (PTO) and Extended Illness (EI)

Section 1. Paid Time Off (PTO)

A. Scheduling of PTO. At any time after the successful completion of the six (6) month probationary period, eligible employees may request and use PTO of up to the number of days accrued (explained in detail below) at the time of the desired PTO date subject to the approval of management or his/her designee. Employees will endeavor to give thirty (30) days notice to the Manager of a requested PTO leave and in no case, barring an emergency or by mutual consent, shall there be less than five (5) days notice. The Manager will endeavor to approve an employee's vacation request within two (2) weeks of notice by the employee.

Payment for PTO may be made only to the extent of unused PTO accruals at the time of the leave.

B. Limits on Accumulating PTO: PTO accumulation shall be limited to four hundred eighty (480) hours.:

Employees Hired Before 12/20/98:

Balances over the limit will be cashed out at a 100% rate during the first (1st) pay period of the payroll year. Accruals over the limit will be cashed out quarterly.

- i. Accruals will cease when the limit is reached and will resume only when the balance is below four hundred and eighty (480) hours.

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

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

- i. Based on the first day of employment from the first (1st) full month to and including the thirty-sixth (36) full month of continuous employment, eligible employees shall accrue PTO at the rate of .07538 hours per straight-time hour paid. (e.g. $.07538 \times 1950$ annual hours = 147.0 hours, $.07538 \times 2080$ annual hours = 156.8 hours)
- ii. From the thirty-seventh (37) full month to and including the eighty-fourth (84) full month of continuous employment, eligible employees shall accrue PTO at the rate of .09462 hours per straight-time hour paid. (e.g. $.09462 \times 1950$ annual hours = 184.5 hours; $.09462 \times 2080$ annual hours = 196.8 hours)
- iii. From the eighty-fifth (85) full month to and including the one-hundred thirty-second (132) full month of continuous employment, eligible employees shall accrue PTO at the rate of .10423 hours per straight-time hour paid. (e.g. $.10423 \times 1950$ annual hours = 203.3 hours; $.10423 \times 2080$ annual hours = 216.8 hours)
- iv. After completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133) month, eligible employees shall accrue PTO at the rate of .11385 hours per straight-time hour paid.. $.11385 \times 2080$ annual hours = 236.8 hours)

D. Cash Out Option. Employees who have taken at least two weeks (80 hours) of paid time off in the previous twelve (12) months may elect for a cash-out option in accordance with the provisions of HR-5. The Port may change or modify its PTO cash out policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advance written notice.

Section 2. Payment for Accrued Leave at Termination. Leave that is cashed out at termination shall be at the scheduled hourly rate of pay as recorded in the payroll system.

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

B. Paid Time Off (PTO). Upon termination, eligible employees shall receive compensation at 100% value in lieu of unused accrued PTO. PTO may be cashed out, used as service time after the last day worked, or taken in a combination of cash and service time. A probationary employee who terminates active employment before satisfactorily completing the probationary period shall receive no PTO pay.

Due to the effects of accrued leave on service time and of federal laws on rights to continuation of medical insurance, terminating and retiring employees should notify the Total Rewards Team in Human Resources as soon as possible in order to obtain the appropriate counseling.

In the case of a regular employee's death, a lump sum payment for payable amounts of unused accrued leaves, extended illness, and PTO shall be paid to the employee's heir or estate as appropriate.

Section 3. Extended Illness (EI) Leave

A. Extended Illness (EI) Leave. Employees shall receive Extended Illness leave accruals as follows:

Employees shall accrue EI leave at the rate of 0.02308 hour per straight-time hour paid. The accruals shall commence from the date of employment and shall not exceed the equivalent of six (6) workdays per year. EI leave accruals may be used only after sixteen (16) hours (or twenty (20) hours for those working ten (10) hour shifts) of absence due to illness, injury or disability within a three (3) consecutive day period. The first sixteen (16) hours (or twenty (20) hours for those working ten (10) hour shifts) will be charged to PTO accounts. The exceptions are for in-patient hospitalization, workers compensation, FMLA-designated leave, Family Care Act (FCA) leave, or probationary employees. Intermittent leave (with no more than 15 days between absences) caused by the same medical condition may be charged to EI without using another sixteen (16) hours (or twenty (20) hours for those working ten (10) hour shifts) of PTO before each subsequent absence. A physician's statement may be required to verify the situation

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

B. Payoff. Unused Extended Illness leave may not be converted to cash payment except upon termination or retirement and after five (5) years of continuous service, qualified employees shall be compensated for fifty percent (50%) of their unused Extended Illness leave at their rate of pay at termination.

C. Abuse of Extended Illness Leave. Both parties are committed to work to minimize or eliminate any abuse of extended illness leave.

D. Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program as outlined in HR-5.

E. 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 18: Leave Without Pay

Section 1. When an employee requests leave without pay (LWOP) in conjunction with any other leave, the requests should be combined so the Manager or designee may assess the consequences of the entire period of time off being requested. LWOP may not be approved unless it will occur after all appropriate paid leave accruals are exhausted. When the absence is for personal reasons, all vacation or PTO leave must be exhausted. If illness is involved, all sick leave or EI and vacation or PTO must be exhausted.

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

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

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

A. Military Leave

Military leave shall be provided as stated in the current Port of Seattle Policy HR-5, and in accordance with RCW 38.40.060.

B. Personal LWOP:

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

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

A personal LWOP with a mutual benefit for the Port and the employee would receive greater priority, 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 whose performance and attendance are satisfactory.

C. Medical LWOP:

A disability period is the time an employee is unable to perform the duties of his/her position due to illness or injury as determined and certified by a health care provider in writing to Human Resources or a firm designated by the Port. Illness may include, but is not limited to, disabilities related to pregnancy or childbirth, alcoholism, drug addiction, and psychological disorders. When LWOP is requested in excess of the certified period of disability, it is handled as for Personal LWOP.

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

D. Special LWOP Considerations:

Personal LWOP in excess of ninety (90) calendar days and medical LWOP in excess of ninety (90) calendar days shall be granted only upon the recommendation of the Manager and the Director of Human Resources.

E. Probationary Employees LWOP:

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

F. Seniority Status While on LWOP:

An employee's seniority ranking will remain unchanged while on LWOP. However, an employee's rate of vacation accrual will not change.

ARTICLE 19: Other Benefits

The Port agrees to contribute to the following benefits:

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

B. Social Security insurance and Medicare (FICA) as required by the Federal Insurance Contribution Act.

C. Washington State Workers' Compensation.

D. Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Completion support under the terms of HR-12. The parties understand and agree that HR-12 is subject to revision by the Port. The Port will provide other job-related training and education in accordance with Article 23.

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

F. Employees shall be eligible for participation in the Port of Seattle's Flexible Spending account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any -plan amendment, revision or possible

cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the Grievance Procedure (Article 9) or to any other Provision of this Labor Agreement or to negotiation by the Union.

G. Employees shall be eligible for transportation and parking benefits as established by the Port Policy HR-14.

H. Permanent Reduction in Work Force.

In the event that any of the positions currently held by any member of the bargaining unit or any of the work currently done by bargaining unit members is altered or eliminated by technological changes or changes in security requirements so as to cause a reduction in overall work for the bargaining unit, , the following will apply:

Section 1. The Port shall provide detailed information to the Union as to the nature of these changes and shall make its best effort in estimating the number of full time equivalent positions that will permanently be reduced.

The Port shall consider in good faith all proposals by the Union to mitigate the impact of the anticipated reduction in work force, including but not limited to alternative configurations and/or more efficient utilization of existing bargaining unit employees, training for employees to perform existing jobs changed or modified by the Port's decision to introduce technological or other operational changes, and the replacement of affected employees in other positions within the Port.

Section 2. If the Port notifies the Union that it anticipates a permanent reduction in workforce for bargaining unit members, it shall soon thereafter notify all bargaining unit employees in the affected classifications. By classification, bargaining unit employees shall have the right to volunteer to surrender their seniority rights in lieu of less senior employees in the classification being laid off and accept the severance benefit provided for under this Article. If it is determined that permanent reduction will occur, this notice will state the date by which an employee must notify the Port in writing that the employee will exercise the employee's right to volunteer for severance. This deadline will be a minimum of seven (7) calendar days following the notification. If more volunteers request severance than there is permanent reduction, the most senior employees will have preference in exercising this option. If there are more permanent reductions than volunteers requesting severance, the least senior employees will be laid off first.

Employees notified that they are subject to a lay-off must select in writing, on a form provided by the Port, one of the following options. Failure by the affected employee to inform the Port of his/her selection within one hundred eighty (180) days after the written notice from the Port to the employee that the employee is being laid-off as a result of an anticipated permanent reduction shall result in the employee being provided option A.

Option A. Seniority shall be broken by lay-off of eighteen (18) calendar months, or the expiration of this agreement, whichever is greater. Any recall to Port employment from lay-off

shall serve to reactivate seniority rights and seniority shall be retained for an additional eighteen (18) calendar months, or the expiration of this agreement, whichever is greater.

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

Section 3. Assistance will be provided in seeking other suitable employment for up to one year after being subject to permanent reduction in work force. This outplacement may be provided by either the Port's Human Resources staff or by retained consultants, at the Port's discretion.

Section 4. The Port's policy providing preference for Port employees on lay-off status for subsequent openings, as stated in HR-10, or as modified or amended from time to time by the Port, shall be applied to employees covered under this agreement in the manner as to other Port employees.

ARTICLE 20: Health and Welfare Programs

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 or check if payroll deduction is not possible. Employees are responsible for notifying the Port via a Port approved enrollment process 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).

A. Medical Insurance:

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

B. Dental Insurance:

On the first (1st) of the month following or coincident with the date of hire, regular employees who normally maintain active employment schedules of ninety (90) hours or more each month and their eligible dependents shall be eligible for dental insurance coverage. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

C. Life Insurance:

On the first of the month following or coincident with the date of hire, regular employees who normally maintain active employment schedules of ninety (90) hours or more each month 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.

D. Long-term Disability:

Full-time regular employees are eligible for long-term disability benefits on the first (1st) of the month following date of hire. Regular part-time employees are eligible for the benefit on the first (1st) day after completing nine hundred and seventy five (975) hours of employment. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

E. Light Duty:

Employees covered by this labor agreement injured while in the services of the Port of Seattle will be considered for 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.

ARTICLE 21: Pensions

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

ARTICLE 22: Safety

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

ARTICLE 23: Equipment

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

Section 2. All employees covered by this collective bargaining agreement are subject to the same requirements, processes, fees, and fines as non-represented employees.

Section 3. The Port shall provide an annual allowance equal to 100% of the price of required footwear, up to \$100.00, to airfield operations specialists. The foot wear must be made of leather or other equally firm material. The soles and heels of appropriate footwear must be of a material that will not create a slipping hazard. Athletic shoes), shoes with canvas tops, sandals, clogs, slippers, open toed or open heeled shoes, high heels, and dress shoes are examples of footwear that is not to be worn. Additionally, footwear that has deteriorated to a point where it does not provide the required protection shall not be worn. New employees must report to work with the required footwear within three weeks of their hire date.

Employees reporting to work without the required footwear in proper condition may be sent home without pay and/or be subject to discipline.

ARTICLE 24: Job Related Training and Development

It is recognized that the positions covered by the contract are important evolving positions that involves an ever-increasing range of responsibilities. The Port will provide training for all employees and will maintain a careful record of the training accorded employees. The training opportunities will be made available to all employees without discrimination or distinction. In addition, employees may be involved in all post-incident critiques or hearings relating to or affecting matters within the scope of their responsibilities. All pre-approved training, meetings and/or critiques will be considered work time and will be compensated as such.

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

The normal workday and/or workweek for employees may be modified to accommodate training or educational requirements. Such modifications shall not be made unless the employee is given five (5) working days notice.

The Union and the Port will continue to support employee participation in the Port's internship programs. Employees who are successful applicants to internship programs will remain members of the bargaining unit covered by the terms of the Collective Bargaining Agreement. Temporary schedule adjustments and/or alternate work schedules to accommodate internship activities will be allowed as agreed by the employee's own department and the sponsoring departments.

ARTICLE 25: Shop Stewards

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

ARTICLE 26: Discipline and Personnel Records

Section 1. Just Cause. The Port shall not discipline or discharge any employee except for just cause or as provided in Article 9, and Article 10, Section 9 (probationary period). All discipline after the probationary period shall be subject to review in Article 9, Grievance Procedure.

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

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

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

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

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

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

Written warnings and other evidence of discipline shall not be valid for more than twelve (12) months unless a similar or related offense is committed within that period. In the case of a similar or related offense, the twelve (12) month period begins anew. Nothing precludes the Port from using discipline documentation older than 12 months to establish notice.

ARTICLE 27: Good Faith Guarantee

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

ARTICLE 28: Performance of Duty. Strikes and Lockouts

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

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

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

ARTICLE 29: Emergency Conditions

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

ARTICLE 30: Personnel

The Port shall maintain sufficient qualified personnel to comply with the requirements of its airport certification manual or airport certification specifications and the applicable rules of this part.

ARTICLE 31: Compensation for Travel Time

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

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

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

Section 3. When travel by an employee's private vehicle is required and authorized by management, such travel shall be reimbursed in accordance with the mileage reimbursement schedule in AC-2. The Port may change or modify the mileage reimbursement schedule.

ARTICLE 32: Savings Clause

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

ARTICLE 33: Entire Agreement

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

Section 2. Under the Port's commitment in Article 26 - Good Faith Guarantee, the Port agrees to notify the Union in advance and meet and discuss any major or significant changes in the operation and/or working conditions before those changes become effective unless they are necessitated by any emergency situation. In that event the notification, meeting, and/or discussions will take place as soon as possible thereafter.

ARTICLE 34: Labor Management Committee

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

The parties agree to meet within 30 days from the ratification of this agreement, unless mutually agreed otherwise, to gather input and discuss, for the purpose of updating the bargaining unit job descriptions. .

The Port will provide a detailed report with the number of hours worked by members of the bargaining unit upon request.

ARTICLE 35: Drug Testing

Employees may be required by the National Transportation Safety Board (NTSB), the FAA, or the Port to submit to toxicological testing necessary as a result of an incident or accident under investigation by the parties specified in this Article. The parties agree to the need to maintain a drug free work place.

Employees shall also be subject to reasonable suspicion drug testing. An employee may only be subject to reasonable suspicion drug testing based upon the recommendation of two observers, one of which must be a trained observer and one shall not be the employee's direct supervisor. The Port shall notify the Union by telephone regarding its suspicion of employee impairment as soon as possible, and if the Union Business Representative, or his designee declines to attend, or is not at the testing site within 90 minutes from notification, the Port shall be free to conduct the test without a Union official present. The 90 minutes may be extended by mutual agreement of the parties.

ARTICLE 36: Term of Agreement

Effective date of this contract is January 1, 2016.

This agreement signed June 14, 2017 shall remain in effect unless the termination date is extended by mutual agreement until December 31, 2019, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 14 day of June, 2017

By Dave Soike
Dave Soike, Interim Chief Executive Officer
PORT OF SEATTLE

By Michael Pavelic
Michael Pavelic, Business Representative
INTERNATIONAL LONGSHORE & WAREHOUSE UNION, LOCAL No. 9

APPENDIX A: WAGE RATES

Classifications

Senior Operations Controller
Airfield Operations Specialist

Effective upon implementation of this agreement, all new AOS/SOCs shall be subject to the following Tiered Wage Rates:

| | |
|--------------|------------------------------------|
| Month 0-12 | 85% of current SOC/AOS hourly rate |
| Months 13-24 | 90% of current SOC/AOS hourly rate |
| Months 25-36 | 95% of SOC/AOS hourly rate |
| Months 37+ | 100% of SOC/AOS hourly rate |

2016 Wage Adjustments*—Effective the first regular pay period following the implementation of this agreement the 2016 wage rates in the above categories will be increased by 5%.

2017 Wage Adjustments*—Effective the first regular pay period following the implementation of this agreement the 2017 wage rates in the above categories will be increased by 4%.

Effective on the first day of the first pay period in payroll year 2018 , wage rates in the above categories will be increased by 100% of the October through October Seattle/Tacoma/Bremerton CPI –U. This increase will not be less than zero percent (0%) nor greater than six percent (6%)

Effective on the first day of the first pay period in payroll year 2019, wage rates in the above categories will be increased by 100% of the October through October Seattle/Tacoma/Bremerton CPI-U. This increase will not be less than zero percent (0%) nor greater than six percent (6%).

*John Oden and Stephen Bozarth shall be entitled to both the 2016 and 2017 wage adjustments for hours worked following the implementation of this agreement should they retire before.

APPENDIX B: JOB DESCRIPTIONS

The job descriptions for each bargaining unit position is appended to the agreement for reference purposes. The Port and the Union agree that the job duties listed do not encompass every job duty that employees are expected to perform. Further, being listed below does not indicate whether or not each job duty is exclusive to the bargaining unit or exclusive to a singular bargaining unit position. It is also understood that the Port has the discretion to assign employees any portion of the duties listed within their particular job classification. Compensation and conditions of assignment to employees of duties normally performed by another bargaining unit position shall be governed by Article 11, Section 5.

SENIOR OPERATIONS CONTROLLER

Position Summary

This position provides a centralized communication resource for monitoring and coordinating a variety of airport activities that affect the safe, efficient and secure provision of services to passengers, tenants and customers in compliance with Federal Aviation Regulations, Parts 107, 108 and 139. Responsibilities include monitoring the operation of the automated Satellite Transit System, coordinating the response to emergency, operating, or maintenance issues affecting the system. Provide emergency communications and notifications to key airport personnel and agencies in response to emergencies, unusual events, and other events that may affect the operation of Seattle-Tacoma International Airport.

Accountabilities

Monitors and operates the Satellite Transit System (STS) during normal, routine maintenance and emergency operations. Notifies the Duty Maintenance Representative (DMR) of any malfunctions and emergencies and assists with recoveries via the various controls of the STS Control System.

Using closed circuit television and various types of communication equipment and systems, monitors a variety of airport activities and ensures that appropriate staff are notified of significant events or system malfunctions, in accordance with applicable departmental and airport rules and regulations. Examples include, but are not limited to:

- Tenant notifications
- Public announcements via the Terminal Announcement System public address system
- Use of Send Word Now (SWN) System
- Notification to government agencies, as appropriate
- Professional verbal interaction between the public, tenants, and other customers.
- Coordination of daily flight activity at Port owned, or controlled gates.
- As assigned at a date to be determined, share responsibility for monitoring various Aviation Maintenance systems and respond according to established procedures and protocols.
- As assigned at a date to be determined, answer phone and radio calls for maintenance issues

and respond according to established procedures and protocols supplementing Maintenance Service Response Line (Phone tree)

- As assigned at a date to be determined, log information as appropriate on maintenance systems issues and calls into appropriate tracking system.

Provides emergency airport paging service for customers and may, on occasion, accommodate airline request for flight operation pages.

Displays and updates graphic information on electronic reader boards at various locations within the Airport using the FIMS aircraft gate management system .

Monitors a variety of radio frequencies (talk groups) including Fire, Police, Airport Operations, Maintenance, FAA Tower and Ground, Parking, Ground Transportation.

Maintains numerous logs, including, the, Satellite Transit System loss time and Airport Communication Center Significant Activity logs.

Monitors and tests a variety of alarm systems such as elevator, security intrusions, , Alarm Monitoring System, and Satellite Transit System tunnel door alarms. Monitors and responds to alarms expeditiously to facilitate the safe movement of passengers during an emergency response.

May assign Port of Seattle aircraft gates and Customs baggage carousels for arriving international flights and domestic arriving/departing. May monitor flight activity at Port of Seattle gates to ensure a proactive approach to resolve daily gate use conflict. May also be required to assign cargo aircraft parking spaces.

Conduct tours of the Communication Center, as requested.

Assists with special projects related to the Communications Center activities, as assigned.

Assists in training and orientation of new Operations Controllers and, where appropriate, other airport staff.

Contacts

Most contacts are via telephone and other communication devices, with the traveling public, various Port departments and staff, government agencies, tenants and contractors. Must gather sufficient information to determine the appropriate notification or response.

Knowledge

- Airport topographical, facility and operational detail
- Airport emergency policies and procedures.
- Telephone answering protocol

Skills

- Excellent communication and listening skills
- Computer literacy and keyboarding skills for logs and other documentation, using intranet/internet and Microsoft Office®.
- Excellent customer service and interpersonal skills

Abilities

- Able to learn a variety of communication systems and procedures, recognize situations that requires a response and selects the appropriate response or notification, in emergency, potential emergency, or non-emergency situations.
- Able to communicate with people who may be under stress, drawing sufficient information to accurately assess the situation and contact the appropriate resources.
- Able to attend to a variety of systems and issues concurrently and to determine priorities on an ongoing basis in an environment with moderate to high noise levels.

Normally, this knowledge would be acquired through a high school diploma or equivalent, and two years of experience in communications at a large airport, police facility or public service agency. Some college is preferred. Experience at the Sea-Tac airport facility is highly preferred.

A variety of specialized training is provided and must be successfully completed in order to be considered fully proficient in the duties of this position. This training includes, but is not limited to:

- Certification in the Port of Seattle/Airport Communications Center Satellite Transit System training program, which includes a variety of exercises and drills.
- The Airport FIMS computer systems for creating and editing information displayed on monitors at common use airline facilities and Flight Information Displays.
- Send Word Now (SWN) to make emergency notifications to staff, airlines, tenants and others.
- The Terminal Messaging System, to provide public service announcements and general information about the airport.
- Ringmaster Elevator Intercom System
- Tunnel Ventilation System – Satellite Transit System
- AviNet System – Communications device to the airlines
- FIDS Display for Ground Transportation Shuttle Operations

Job Conditions

Performs duties in a restricted area, normally seated at a console. The Communications Center normally has subdued lighting and moderate to high levels of noise from radio frequencies, telephones and alarms. The work shifts cover the 24-hour, 7-day operations of the facility.

Comments

The above statements are intended to describe the general nature of work being performed by people assigned to this position. They are not to be considered an exhaustive list of duties performed by people so classified.

If there are significant changes to the work described above, the Port agrees to bargain with the Union over those changes.

APPENDIX C



SUBMISSION OF GRIEVANCE

Grieving Party _____

Supervisor _____

Date of Filing with Port* _____

Port Representative Receiving Filing _____

Date of Filing with Union* _____

Union Representative Receiving Filing _____

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

Date of Occurrence _____

Type of Occurrence _____

Location/ Work Unit _____

Contract Article(s) Affected _____

Remedy Sought _____

Grievance Report: (Attach additional sheet if necessary)

Other Parties cc'd _____

Memorandum of Understanding
By and Between the

PORT OF SEATTLE
And

INTERNATIONAL LONGSHORE and WAREHOUSE UNION, LOCAL NO. 9
Representing
Aviation Operations Airfield Operations Specialist and Senior Operations Controller

The following Memorandum of Understanding is entered into between the Port of Seattle and the International Longshore and Warehouse Union (ILWU), Local No. 9, representing Aviation Security Personnel in the classifications of Airfield Operations Specialist and Senior Operations Controller:

Whereas the Port of Seattle and the ILWU, Local No. 9 are Parties to a Collective Bargaining Agreement (CBA) in effect through December 31, 2019;

Whereas as of January 1, 2018 employers are required to provide a minimum of one hour for every forty hours worked of paid sick leave for authorized purposes to all employees to comply with the Washington State Sick Leave Law, RCW 49.46.210;

Whereas as of January 1, 2018 employees must be entitled to utilize the minimum required paid leave accrued from that point for authorized purposes beginning on the ninetieth (90th) calendar day of employment;

Whereas Article 17 of the CBA provides full and part-time employees enough paid time off (PTO) and extended illness (EI) to satisfy the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210;

Whereas, as of January 1, 2018 the Port must notify each employee of their entitlement to the leave, the rate at which the employee leave is accrued, the authorized purposes under which the leave may be used, and that retaliation for the employee's lawful use of the leave is prohibited, and other rights provided under chapter 49.46.210 RCW, and all applicable rules;

The Port and the Union agree as follows:

- New employees shall be entitled to access their accrued PTO to the extent required to comport with the minimum requirements of the law beginning on the ninetieth (90th) calendar day of employment.
- The Parties agree that Article 17. Section 3, shall allow employees the use of accrued extended illness leave for authorized purposes as defined by RCW 49.46.210 prior to using PTO.

- Effective January 1, 2018, employees shall begin accruing Paid Sick Leave at the rate of .025 per every hour worked, and are entitled to accrue, designate, and utilize in accordance with the minimum requirements of the Washington State Sick Leave Law (WPSL), RCW 49.46.210. ***This is not an additional leave bank.***
- Effective January 1, 2018, Eligible employees shall accrue Extended Illness (hereinafter referred to as "Sick Leave") leave at the rate of (.027) hours accrued per hours worked (.027 X 2080 hours = 6.5 days). Per the Washington State Sick Leave Law (WPSL), RCW 49.46.210
- The Parties agree that the Port will notify each employee of their rights under the law, utilizing the attached forms (Attachment A).

This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties, or on December 31, 2019, whichever is sooner.



Date 1-18-19

ILWU, Local 9

Stephen P. Metruck
Executive Director
Port of Seattle

Date _____

MEMORANDUM OF UNDERSTANDING
by and between
PORT OF SEATTLE
and
INTERNATIONAL LONGSHORE AND WAREHOUSE WORKERS UNION,
LOCAL NO. 9
REPRESENTING the AVIATION OPERATIONS BARGAINING UNIT

Re: Public Health Emergency Leave

This Memorandum of Understanding (MOU), made effective as of the date of signing, is entered into by and between International Longshore and Warehouse Workers Union, Local 9 (Union) and the Port of Seattle (Port), referred to herein as the Parties.

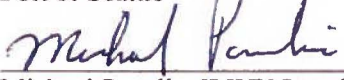
The Parties, signatories to a January 1, 2016 – December 31, 2019 (expired) Collective Bargaining Agreement (CBA) for, hereby agree as follows:

1. In the interest of supporting employees' health and safety, together with maintaining business operations and meeting the needs of Port customers, the Port agrees to provide Public Health Emergency Leave to employees covered by the above referenced collective bargaining agreement.
2. Eligibility, participation and terms of Public Health Emergency Leave shall be as provided to non-represented employees as outlined in Addendum 2 of the Port's Leave Policy for Non-Represented Employees, HR-5 – Public Health Emergency Modifications.
3. The Port has the full discretion to change, and/or modify its Public Health Emergency Leave policy and/or procedure without notice.
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.

This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor collective bargaining agreement between the parties or on (CBA expiration date), whichever is sooner.




Stephen P. Metruck, Executive Director
Port of Seattle



Michael Pavelic, ILWU Local 9

Date



Date