Agenda Item No. 8d_Attach
Meeting Date: November 17, 2026

COLLECTIVE BARGAINING AGREEMENT

BY

AND

BETWEEN

THE PORT OF SEATTLE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46

REPRESENTING ELECTRONIC TECHNICIANS

June 1, 2026 - May 31, 2029

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE PORT OF SEATTLE AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46
REPRESENTING ELECTRONIC TECHNICIANS

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This AVM Electronic Systems Group Agreement is entered into between the Port of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "Port," and Local Union 46 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union."

The jurisdiction of this agreement shall include installation, operation, renovation, alteration, inspection, repair, software configuration, implementation and oversight of information security systems for systems included, maintenance, and service of the following operational technology (OT) systems and their underlying infrastructure: Combined Command & Communication Center (C4), Automated People Mover Systems (APM) to include the current APM Satellite Transit System (STS) and their supporting systems and equipment, Baggage Handling System, Airport Ticketing and Gate Systems, Radio Communication Systems, Security Systems, Electronic Signage Systems, Parking and Revenue Control Systems, Closed Circuit TV and Video Management Systems, Facility & Power Monitoring (SCADA), Atmosphere & Surface Monitoring, Terminal Wide Voice Paging System (TWVPS) & Messaging, Intercoms & Emergency Phone Systems, Time Display, Ramp Tower Digital Voice Communication System, POS Badge Printers, Airfield FOD Sensor System, Advanced Visual Docking System, Airport Audio Recording System, Incident Command Vehicles, Floor Count System, Automated Passport Control, Biometric Exit System, Perimeter Intrusion Detection System (PIDS), Surface Area Management System, Parking Guidance and Inventory, and other miscellaneous systems at Sea-Tac International Airport.

Operational technology (OT) is the hardware and software that monitors and controls devices, processes, and infrastructure. Systems that process operational data (including electronic, telecommunications, computer systems and technical components) are included under the term operational technology.

At the discretion of management, employees covered by this agreement may be assigned to perform these work functions at locations outside the airport. In the event that an AVM Electronic System extends beyond the airport, a Business Partnership meeting will be convened to discuss how the Electronic Technicians will maintain and administer that system.

When an interface is required between a system under the jurisdiction of this contract and any other system, the Port and the Union shall meet and confer to discuss technical issues affecting the interface.

In view of the foregoing, it is hereby agreed between the Port and the Union that the following shall apply:

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between the Port and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

ARTICLE 2: NON-DISCRIMINATION

The Port and the Union will not tolerate discrimination against any person on the grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, worker's compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state, and federal laws.

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 3: UNION RECOGNITION AND MEMBERSHIP

3.1 **Recognition** – The Port recognizes the Union as the exclusive bargaining representative of all Employees whose job classifications are in the work units listed in this agreement.

3.2 **Membership Rights** – All Employees working in the bargaining unit shall have the right to become a Union member upon hire. When possible, the Port will strive to refer questions from Employees about Union membership directly to the Union.

3.3 **Notice** – The Port shall advise the Union of the names and addresses of new Port Employees covered by this Agreement within seven (7) calendar days following the date of employment.

3.4 **Automatic Payroll Deduction** - Upon receipt of written authorization individually signed by the Employee, the Port will deduct from the pay of such Employee the amount of dues and initiation fees as certified by the Union. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

3.5 **Dues Deduction Cancellation –** An Employee may cancel their payroll deduction of dues and fees by written notice to the Union and to the Employer. 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.

3.6 **Indemnification -** The Union will indemnify and hold the Port harmless against any claims made and against any suit instituted against the Port on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

3.7 **Hiring Procedure** – The Port of Seattle is a public employer subject to the requirements of Chapter 53.18 RCW and Chapter 41.56 RCW regarding employment relations, collective bargaining, and ability to hire personnel. In accordance with Chapter 53.18.060 the parties agree that this labor agreement does not restrict the right of the Port of Seattle in its discretion to secure its regular or steady employees from the local community,

according to the Port's internal hiring procedures. All new employees hired in this manner are subject to the terms and conditions of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 **General -** 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, subject to the terms and conditions of this Agreement.

4.2 **Rights Enumerated** - Unless modified by this Agreement, the Port shall have the right to determine staffing levels and work locations; determine any given employee's job classification consistent with this Agreement; recruit, examine, hire, appoint, promote, demote, train, transfer, assign, layoff, and discipline and discharge seniority employees for just cause; direct and assign the work; develop and modify classification specifications consistent with this Agreement; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes and personnel by which work is performed; establish rules; secure its regular and temporary employees from the local community, specify certain employees as regular employees, subcontract work as allowed by this agreement, allow tenants and leaseholders doing business with the Port to do the work covered by this agreement on their leased premises only, and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work unit.

Due to the unique nature of the operations of the Port of Seattle, the demands for skilled electronic technicians are highly variable in specific skills and equipment, numbers of crew and required response time. The parties have negotiated in good faith on the subject of subcontracting, with the interest of the IBEW being maintaining job security and the interest of the Port of Seattle being the ability to adapt to the ever-changing maintenance requirements of the complex systems maintained by the Port of Seattle as well as public statutes and policies regarding purchasing of goods and services as a public entity. To this end the parties have recognized the difficulty of adopting specific language limiting the right of the Port of Seattle to subcontract, if the need arises, work traditionally performed by employees covered by this agreement. No employee working under this agreement shall be laid off, transferred, or suffer loss of regular work hours due to subcontracting or transferring of the work performed under this Agreement.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

5.1 Definitions

5.1.1 **Regular Employee** – A regular employee is an employee employed by the Port of Seattle who has worked in the bargaining unit at least eight (8) continuous months.

Once an employee attains regular employee status, seniority shall be retroactive to their date of hire in the bargaining unit.

5.1.2 **Probationary Employee** – A Probationary Employee is an at-will employee and may be terminated without cause or recourse to the grievance procedure. Probationary employees must work an equivalent to eight (8) months of continuous full-time work. The Probationary Employee will be recognized as having attained Seniority status upon the successful completion of their probationary period.

The probationary period may be extended by management, in consultation with the Union, based on the documented performance review completed by the supervisor, not to exceed a total of twelve (12) months worked.

The Port will notify the Shop Steward and the Union within one (1) week when it hires any Probationary Employees in the bargaining unit. Probationary Employees shall report directly to the Supervisors. Work will include, but is not limited to technical support to Electronic Systems and STS.

5.1.3 **Automated Control Specialist / Electronic Technician (ACS / ET) Supervisor** – Whenever an employee has the responsibility of the supervision of employees or the coordination of subcontractors on a project or routine work assignment, they will be paid at least the supervisor scale. An ACS / ET Supervisor, as compared to a Journey Level Employee, has some distinct responsibilities to adhere to and enforce established Port policies and procedures, management directives, and keeping positive relations with all others. The ACS / ET Supervisor may be further identified as ACS / ET Shift Supervisor or ACS / ET System Supervisor.

An ACS / ET Shift Supervisor shall perform duties with regards to:

(a) Employees: supervision, assignments, track and report on performance, safety and compliance.
(b) Tools and Equipment: manage, track, secure, and report use of resources.
(c) And other duties as assigned by management.

An ACS / ET Systems Supervisor's duties shall include but are not limited to:

(a) Direct and coordinate work of employees and subcontractors who are performing system work (resolve bugs, infrastructure changes and architectural fixes).
(b) Provide detailed technical documentation for resolution.
(c) Other duties as assigned by management.

5.1.4 **General Supervisor** – Whenever an employee has the responsibility of supervision of multiple crews and/or multiple shifts, where other System Supervisors have been assigned to manage crews, they will be paid at least the General Supervisor's scale.

A General Supervisor has the responsibility of supervision/coordination of multiple ACS / ET Supervisors and/or multiple shifts.

Employees shall be covered under the classifications and wage rate formulas that follows:

5.2 Wage Rates

Effective June 1, 2023, the straight-time hourly basic wage rates for electronic systems classifications shall be established as follows:

Automated Control Specialist/Electronic Technician

Effective January 1, 2026, the base wage of the Automated Control Specialist/Electronic Technician shall be $71.86 per hour.

Effective June 1, 2026, the base wage of the Automated Control Specialist/Electronic Technician shall be increased by four percent (4%) ($74.73).

Effective June 1, 2027, the base wage of the Automated Control Specialist/Electronic Technician shall be increased by four percent (4%) ($77.72).

Effective June 1, 2028, the base wage of the Automated Control Specialist/Electronic Technician shall be increased by four percent (4%) ($80.83).

General Supervisor – 20% above the Automated Control Specialist/Electronic Technician.

ACS / ET Supervisor – 10% above the Automated Control Specialist/Electronic Technician.

Probationary Electronic Technician – 10% below the Automated Control Specialist/Electronic Technician (Applies during probationary period only).

5.3 Supervisor Minimum Staffing

The assignment of Supervisors shall be at the discretion of Management. Assignment of an employee to the classification of General Supervisor, though not required, may be implemented at the discretion of Management. Both the ET shop and the STS shop shall each have one (1) Supervisor assigned to the day shift, one (1) to the swing shift, and one (1) to the graveyard shift (for a minimum of six (6) Supervisors).

5.4 Capital Project Work

If an Automated Control Specialist / Electronic Technician is asked to perform work that is funded by a Capital Work Order and is approved by AVM management, a 10% premium will be paid. This would include capital project installation work or capital project plan reviews with comments that would directly affect specs. Regular job duties are not eligible

for the premium (e.g., routine maintenance work, routine escorting, or required safety support, etc.).

The parties agree to discuss the impacts of the additional capital project workload and project support workload on General Supervisors, Supervisors, and System Supervisors.

5.5 Shift Differentials

The hourly pay differential for second (2^{nd}) shift shall be ten percent (10%) above the straight-time day rate of the employee's classification. The hourly pay differential for third (3^{rd}) shift shall be fifteen percent (15%) above the straight-time day rate of the employee's classification.

5.6 Overtime

All overtime shall be paid at the rate of double time (2x). Double time (2x) is never more than two times (2x) the straight-time day rate and does not include shift differentials.

5.7 Bi-weekly Pay

Payroll checks will be distributed on a bi-weekly basis.

5.8 Call In

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 overtime 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. The employee accepting the callout may be required to work the full four (4) hours if necessary due to the emergency work, or take other emergency calls during this four (4) hour period prior to leaving Port property. This does not apply to the extension of shifts before or after the scheduled shift.

5.9 Phone and Computer Consultation Overtime – When employees are called or contacted outside of their regular shift to seek technical advice or support, or when shift supervisors are called or contacted outside of the regular shift to fill shift vacancies, the employee giving the advice or filling shift vacancies shall, with management approval, be compensated at the overtime time rate in quarter (.25) hour intervals for phone, text, or computer consultations with the exception of work that is deemed by management to be de minimis. Multiple calls or computer messages within the same fifteen (15) minute interval shall not be compensated as separate consultation events. Consultation overtime is approved using the same overtime approval process as used for other overtime assignments. Phone or computer consultations to employees outside their regular shift in regards to scheduling or other non-technical support shall not result in any compensation.

ARTICLE 6: HOURS OF WORK

6.1 **(a)** **Normal Workweek** – The normal workweek shall be defined as five (5) consecutive eight (8) hour days (5x8) or four (4) consecutive ten (10) hour days (4x10) within a standard week of Sunday through Saturday, exclusive of a thirty (30) minute unpaid meal period.

An employee may volunteer to schedule their workweek as non-consecutive days.
The maximum number of Saturdays and/or Sundays which an employee can be required to work at the straight-time rate of pay shall be limited to a ratio of 1 in 3. Saturdays and/or Sundays worked in excess of this ratio will be paid at the overtime rate of pay. This ratio may be calculated over a several week period to account for the rotating of weekend duty. To calculate the ratio the number of Saturdays and Sundays worked over a period of time is divided by the total number of Saturdays and Sundays that occurred during that same period of time. If an employee takes paid time off for a Saturday or Sunday they were scheduled to work, those days shall be counted for the purpose of calculating the 1 in 3 ratio. PTO may include vacation, holiday, sick leave and bereavement leave. A Saturday or Sunday worked at the overtime rate of pay shall not be counted when calculating the ratio.

An employee may volunteer to work more Saturdays and Sundays than the 1 in 3 ratio at the straight-time rate of pay.

The employees of each individual shift shall establish and coordinate their schedules with their respective shift supervisor such that the aggregate coverage meets the required staffing defined by management.

(b) **Optional Workweek** – The normal workweek may be changed for crews or portions of crews by mutual consent of the Union and the Port.

(c) **Meal Periods** – Employees will be paid for meal periods when required by State law.

6.2 **Shift Definitions**

(a) **First Shift** – An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 9:00 A.M. will be considered to be on first (1^{st}) shift.

(b) **Second Shift** – An employee assigned to work on a shift beginning between the hours of 1:00 P.M. and 5:00 P.M. will be considered to be on second (2^{nd}) shift. The pay rate for an employee assigned to second (2^{nd}) shift will be their base hourly pay rate of pay plus ten (10%) percent. An employee who is regularly assigned to the second (2^{nd}) shift will have all compensable time paid at the higher rate of pay.

(c) **Third Shift** – An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 1:00 A.M. will be considered to be on third (3rd) shift. The pay rate for an employee assigned to the third (3rd) shift will be their base hourly rate of pay plus fifteen (15%) percent. An employee who is regularly assigned to the third (3rd) shift will have all compensable time paid at the higher rate of pay.

6.3 **Changes to Shift or Workweek** – Changes to work schedules, including shifts, days of the week, or hours, will require one (1) week notice to affected employees. If the employer does not meet the notification requirements, the employee will be paid at the overtime rate of pay until the notification requirement is met. No employee will have their work schedule (shift, days of week, or hours) altered for the purpose of avoiding overtime or without the required notice.

ARTICLE 7: PAID TIME OFF (PTO) (Effective June 1, 2024)

7.1 **Rates of Accrual:** Paid time off for regular employees is earned as follows:

From Date of Hire Through 59th Month: Based on the first day of employment, from the first full month to and including the fifty-ninth (59th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .07538 per compensated straight time hour (.07538 x 2080 annual hours = 156.79 hours per year).

From the 60th Month Through 119th Month: From the sixtieth (60th) full month to and including the one hundred nineteenth (119th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .09462 per compensated straight time hour (.09462 x 2080 annual hours = 196.81 hours per year).

From the 120th Month Through 179th Month: From the one hundred twentieth (120th) full month to and including the one hundred seventy-ninth (179th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .10423 per compensated straight time hour (.10423 x 2080 annual hours = 216.80 hours per year).

After 180th Month: After completion of fifteen (15) years of continuous employment starting with the one hundred eightieth (180th) month, regular employees shall accrue paid time off at the rate of .11385 per compensated straight time hour (.11385 x 2080 annual hours = 236.81 hours per year).

7.2 **Limits on Accumulating Paid Time Off:** Paid time off accumulation shall be limited to four hundred and eighty (480) hours. Departmental management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of paid time off.

7.3 **Paid Time Off for Shift Workers:** Regular employees normally working shift will be paid at the rate of the shift rate to which the employee is assigned, provided the employee works more than fifty percent (50%) of their hours on such shift.

7.4 **Scheduling of Paid Time Off:** Paid time off assignments will be made at the Port's discretion, following six (6) months of continuous service. A reasonable method for giving due consideration to the employee's requests will be developed by management for paid time off schedules.

7.5 **Layoff:** Employees who are laid off or without work through no fault on the part of the employee will not suffer a break in length of service for paid time off purposes provided they are rehired within six (6) months of the date of the layoff. However, no paid time off will accrue during that period of time.

7.6 **One-Time Accrual:** On a non-precedential basis, each employee who had more than 18 years of employment with the Port on June 1, 2024, will receive a one-time accrual of 32 hours of PTO upon implementation of this Agreement as long as they remain employed.

Effective January 1, 2019, employees will be subject to the Port of Seattle's PTO Cash Out Policy.

7.7 **Pay on Termination -** Upon termination, employees shall be paid for unused PTO accruals. An employee with less than a full year's service shall receive, on a pro rata basis, the proportionate part of their PTO then earned.

ARTICLE 8: HOLIDAYS

8.1 **Designated Holidays -** The following thirteen (13) days or days in lieu thereof shall be observed and recognized as paid holidays for regular employees:

HOLIDAY	***DAY OBSERVED***
New Year's Day	*January 1*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19 (Effective 2025)*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*
Day after Thanksgiving	*Fourth or Fifth Friday in November*
Christmas Eve	*December 24*
Christmas Day	*December 25*

Three Personal Holidays	*Employee designated (June 1 through May 31st each year)**

Any date commonly observed, as designated by State or national authority, may be observed as a holiday and paid for as such in lieu of the date designated above for the paid holidays listed.

*Personal holidays not used shall not be carried over.

8.2 **Other Holiday Observance Considerations -** Whenever any of the above holidays fall on a regular employee's normal day off, either the last scheduled workday of the employee's previous workweek or the first scheduled workday of the following week shall be observed as the holiday and paid for accordingly. In such an instance the Port shall decide whether the last preceding workday or the first workday of the following week is to be observed.

8.3 **Holiday Pay Rate and Qualifications -** Each regular employee shall receive eight (8) hours or ten (10) hours (if working a 4-day ten hour (4x10) workday) holiday pay at their hourly shift rate of pay for the holidays designated in 8.1. above, provided:

8.3.1 That the regular employee worked the regularly scheduled workday prior to, and the first (1st) scheduled workday following the holiday. Exceptions will be made in cases where absences have been approved by management.

8.3.2 Employees who are absent due to an industrial injury and who receive Washington State Workers' Compensation for the date of the holiday shall be compensated with supplemental holiday pay, provided the total daily or weekly amount of benefits received does not exceed their daily or weekly base wage rate.

8.4 **Holidays and PTO -** If a holiday falls within the PTO period of a regular employee, the employee shall be paid as set forth above provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's vacation unless otherwise excused by management.

Holidays and PTO shall be administered separately and neither holiday nor PTO time shall be forfeited in the event that holidays and PTO are scheduled during the same period.

8.5 **Pay for Time Worked on Holidays -** Regular employees who perform work on any of the above holidays shall be paid, in addition to holiday pay, the actual time worked at the overtime rate.

ARTICLE 9: BENEFITS

9.1 **I.B.E.W. Pacific Coast Pension Plan -** The employees covered by this Agreement shall be eligible for benefits under the I.B.E.W. Pacific Coast Pension Plan. Port contributions to this plan shall be fifty cents ($.50) base rate for all hours compensated for each employee.

Effective September 1, 2019, and for the term of the Agreement, any increases emanating from the rehabilitation plan beyond the current rehabilitation plan contribution by the Port of fifty-eight cents ($0.58) per compensated hour of work will be shared (50%-50%) between the Port of Seattle and members of the IBEW, Local 46, Electronic Technicians. Employee contributions on the basis of the fifty percent (50%) will be deducted from employee wages.

9.2 **Puget Sound Electrical Workers Pension Trust -** The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Pension Trust per hour, as shown below, for all hours compensated for each employee.

Effective June 1, 2025, Port contributions to this plan are eight dollars and thirteen cents ($8.13) per hour for all hours compensated for each employee.

Effective June 1, 2026, the Port will contribute eight dollars and twenty-four cents ($8.24) per hour for all hours compensated for each employee.

Effective June 1, 2027, the Port will contribute eight dollars and thirty-six cents ($8.36) per hour for all hours compensated for each employee.

Effective June 1, 2028, the Port will contribute eight dollars and forty-nine cents ($8.49) per hour for all hours compensated for each employee.

9.3 **Annuity -** Employees covered by this agreement shall be eligible for benefits under the Puget Sound Electrical Workers Annuity Plan. Effective January 1, 2018, the Port will contribute 4.5% of gross monthly wages to the Plan.

9.4 **Healthcare Trust Fund -** The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Healthcare Trust Fund.

Effective June 1, 2026: The Employer will contribute a lump sum amount of $1,745.00 per Employee, per month.

Effective June 1, 2027: The Employer will contribute a lump sum amount of $1,800.00 per Employee, per month.

Effective June 1, 2028: The Employer will contribute a lump sum amount of $1,850.00 per Employee, per month.

9.5 **Sick Leave**

9.5.1 **Sick Leave Accrual** - Effective June 1, 2019, employees shall accrue sick leave at the rate of .025 per hours compensated.

Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employee's shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year

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

On January 1st of every calendar year Protected Sick Leave in excess of forty (40) hours will be transferred to Bank 2.

Probationary Employees shall accrue Paid Sick Leave, but may not use sick leave from Bank 2 until after employment of at least thirty (30) days.

Sick leave will be used as provided by law. For absences exceeding three (3) days, management may require verification that an employee's use of paid sick leave is for an authorized purpose.

9.5.2 **Pay Rate** - Sick leave pay shall be at the shift straight-time hourly rate.

9.5.3 **Eligibility** - Sick leave will be used only in instances of bona fide employee, immediate family, or others (as required by law) illness, injury or disability resulting in absence from work as normally scheduled.

9.5.4 **Maximum Accrual** - Any unused sick leave benefits shall be accumulated into a sick leave bank up to a maximum of four-hundred and eighty hours (480) to be used for future illness of an employee as their needs may require, but may not in any event be converted to additional vacation, or time off with pay. Sick leave used shall be deducted from the accumulated bank. Unused sick leave may not be converted to cash payment except under termination or retirement following five (5) continuous years of active employment in a permanent position, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 480 hour limit) at the rate of pay upon termination.

9.5.5 **Pay Off** - The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:

(a) In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

(b) An employee who is collecting Worker's Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from their disability benefits, provided the total daily or weekly amount of benefits does not exceed their daily or weekly base wage rate, until such time as their leave bank is depleted.

9.5.6 **Abuse of Sick Leave** - Both parties are committed to work to minimize or eliminate any abuse of sick leave.

9.6 **Shared Leave** - Employees covered by this agreement are eligible to participate in the Port's Shared Leave program.

9.7 **Family Medical Leave Act & State Family Care Act** - The Port shall comply with the Family Medical Leave Act and State Family Care Act. These benefits shall be available to domestic partners of employees as well as those persons required by these statutes. For purposes of this Article, domestic partnership shall mean a heterosexual or same sex couple as defined by Port of Seattle Policy HR-5.

9.7.1 **Paid Family Leave.** The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees, that for the term of this Agreement, the Port shall make contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf.

9.8 **Failure to Return to Work** - Failure to return to work from an approved Medical or Family Leave of absence by the expiration date of the leave of absence may be cause for termination of employment.

9.9 **Bereavement Leave** - Any employee who suffers a death in the employee's immediate family shall be allowed three (3) days leave compensated at the employee's regular shift rate. In cases in which the funeral is outside of Washington State, the employee may request additional hours of paid leave, not to exceed a maximum of forty hours (40) total. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee.

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.

9.10 **Flexible Spending Account -** 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 a 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 or to any other Provision of this Addendum or to negotiation by the Union.

9.11 **Deferred Compensation -** 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 a plan including any plan amendments, revisions, or possible cancellation. It is further agreed that the content of the plan itself,

plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures or to negotiation by the Union.

9.12 **Paid Parental Leave** – The Port shall continue to provide Paid Parental Leave to members of the bargaining unit. Eligibility, participation, and terms of the Paid Parental leave shall be as provided to non-represented employees. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advance notice of any change. The same benefit shall be extended to this bargaining unit as provided to other bargaining units and non-represented employees, as may be changed, at the discretion of the Port.

ARTICLE 10: JOB-RELATED COURSE WORK AND/OR TRAINING

At the Port's discretion, the Port may provide compensation for job-related course work or training. Effective January 1, 2016, members of the bargaining group will be eligible to apply for Tuition Reimbursement pursuant to the Port's Employee Learning and Development Policy (HR-12).

Telework Program - Any telework schedule will be reviewed and discussed on a weekly basis to determine the upcoming week's work schedule expectation. Seniority 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). The manager will review the submitted training plans and assess for approval. If work or a project requires on-site support work, employees 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 11: TRAVEL

Since the Sea-Tac International Airport is the permanent headquarters and place of business of the Employer under this Agreement, the employees will furnish their own transportation to and from the Airport and shall receive no compensation for time or mileage for such travel.

The Port shall use the Fair Labor Standards Act regulations on travel time as they existed on the ratification date of this contract as a minimum standard to apply in all wage issues involving travel time. In the event that more generous FLSA regulations are adopted, the Port shall then apply the applicable new regulations.

ARTICLE 12: TRAINING

12.1 **Probationary Training** - Because of the complexity of the electronic systems at the Airport, approximately eight (8) months, but not to exceed eight (8) months, of training are required before a technician is adequately trained to work alone. If an employee needs additional training beyond the eight (8) month probationary period, the Port, with input from the Union, may extend the probationary period to twelve (12) months at the current

rate of pay. After successful completion of this eight (8) month training period, or extended four (4) month period, on either the Central Control, Satellite Transit, or Closed-Circuit TV systems, the technician will be considered as and paid at the established rate for Automated Control Specialist as set forth in this Agreement.

If it is determined by management that an employee has successfully completed their probationary training prior to the eight (8) month probationary training period, the employee may, with management approval, be allowed to work alone and be paid at the ET/ACS rate of pay. The probationary employee who is approved to work alone must still complete the eight (8) month probationary period.

12.2 **Training** - When full-time employees (FTE's) are directed or volunteer on a shift paying lower shift differential or no differential, the first thirty (30) working days of such shift will be paid at the higher shift rate.

ARTICLE 13: GRIEVANCE PROCEDURE

It is the Port and the Union's goal that all employer/employee disputes be addressed as quickly as possible. With this goal in mind, the parties agree to attempt to settle employer/employee disputes prior to filing an official written grievance.

Disputes between employees and management arising during the term of this Agreement and not resolved prior to filing an official written grievance shall be referred to a Business Representative of the Union and to the Port within the timelines established below. A grievance not brought within the time limit prescribed in Step 1 shall not be considered timely and shall be void. The time limits may be waived at each step by mutual agreement, in writing, by the Union and the appropriate management representative.

Step 1: The Union's Business Representative shall present the grievance in writing to the Employer Representative. The written grievance shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated, and the remedy sought.

Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from the date of filing. In the event settlement is not reached, the grievance shall proceed to Step 2. The Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 1 meeting.

Step 2: If a settlement is not reached in the manner above described, the Union may refer the grievance to Step 2 by notification to the Port within fifteen (15) calendar days of receipt of the Port's written response to the Step 1 grievance. If the grievance is moved to Step 2, the dispute shall be referred to a Joint Conference Committee that shall be set up under this Agreement and shall consist of two (2) representatives of management and two (2) representatives of the Union. This committee shall select its own chairman and secretary from within the committee, one from

the Union and the other from Management and shall meet at such times and places as it may decide. It must meet within five (5) working days after a dispute is referred to it for resolution. However, by mutual consent, the parties may extend the meeting deadline. If the grievance is not resolved by the Step 2 Committee, the Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 2 meeting.

Step 3: In the event the grievance is not resolved in Step 2, and the Union desires to pursue the matter further, it may refer the grievance to arbitration by notification to the Port within fifteen (15) calendar days of receipt of the Port's written response to the Step 2 grievance. Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service. The arbitrator shall not have the right to add to or subtract from any terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall meet with the arbitrator and present their cases. They shall have the right to override the arbitrator during this meeting. In the event they cannot reach a decision, the decision of the arbitrator shall be final and binding.

Each party will bear its own costs of presenting grievances under this Agreement, including attorney's fees. The Arbitrator's fee shall be shared equally by the Union and the Employer.

ARTICLE 14: STRIKES AND LOCKOUTS

14.1 **Work Stoppages** – There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled using the grievance/arbitration procedure in this Agreement.

14.2 **Discipline** - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article may be subject to disciplinary action up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

ARTICLE 15: SENIORITY

15.1 The Manager of Electronic Systems and the Shop Representative will initiate and update the Seniority List.

15.2 New or vacant positions shall be filled with the most senior person who has bid for the position. If no bids, the least senior person will be assigned to the open position. Upon completion of the bid process, Technicians are to remain in the position specialty (i.e., Electronic Systems or STS) for a minimum of three (3) years.

Exceptions: The Port and the Union may mutually agree to waive the bid process or the three (3) year requirement to accommodate special circumstances. Supervisor and General Supervisor positions are selected at Management's discretion from current shop employees and are not subject to the bid process outlined above.

15.3 If layoffs should occur, they shall proceed in order of seniority, from least senior to most senior.

ARTICLE 16: MISCELLANEOUS

16.1 **Election to Union Office** – An employee elected or appointed to a position in the Union that requires a part or all of their time will be given an unpaid leave of absence up to one (1) year upon written application.

16.2 **Port of Seattle Labor-Management Committee(s)** - The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish Labor-Management Committee(s) where mutually agreed.

16.3 **Bulletin Boards** – The Port agrees to permit the Union Shop Stewards and Business Representatives to post appropriate Union material on designated Union provided physical or electric display.

16.4 **Shop Stewards** - The Union shall appoint a Shop Steward. The Shop Stewards may conduct representational responsibilities including, but not limited to, attending grievance, Weingarten and Loudermill meetings during their regularly scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee. Port management must approve use of Port facilities for Union business outside of these processes in advance and employee attendance will be on unpaid time.

16.5 **Safety** - The Port, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition they will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment. Any safety protection device required by the employer or the State of Washington shall be supplied by the employer, with the exception of Safety Shoes (See Article 16.7).

16.6 **Reprimands** – Letters of reprimand for cause shall be expunged from employee personnel files within two (2) years so long as there is no reoccurrence of the conditions for the reprimand.

16.7 **Footwear Allowances –** The Port shall pay employees who have accrued at least 1,000 hours of work each contract year for the purchase price or repair of approved footwear meeting the ASTM F2413-05 standard. The stipend shall be paid in the first pay period of each contract year.

June 1, 2026 - $200
June 1, 2027 - $200
June 1, 2028 - $200

16.8 **Parking** – In the event employees are not allowed to park in the parking garage or park free of charge, the Port agrees to negotiate such impact on the employees.

16.9 **Audio/Visual Work Jurisdiction Re-opener** – Either party may agree to reopen the agreement to negotiate and/or discuss the sharing of jurisdiction over audio/visual equipment duties with the Utility Worker classification.

16.10 The Port and the Union agree to continue discussions for a name change during the term of this Agreement.

16.11 Commute Trip 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 - 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 same benefit shall be extended to this bargaining unit as provided to non-represented employees.

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

16.12 Telematics

1. Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:

- Reductions in carbon emissions
- Reductions in fuel costs
- Reductions in maintenance events
- Streamlining maintenance
- Strategic vehicle/asset dispatching
- Improved customer service
- Improvements in both vehicle maintenance compliance and safety

The Parties agree that the Port will not randomly or routinely review in real time the telematics data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."

2. Telematics data relative to an investigation/complaint involving an employee shall be made available to the Union upon request in accordance with the terms and conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.

3. Any information gleaned from telematics used to support the Port's position relative to a disciplinary action and/or actions shall only be used in accordance with the CBA.

ARTICLE 17: SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 18: EFFECTIVE DATE AND DURATION

18.1 **Duration** – This Agreement will become effective upon full and final ratification and approval by the Union and the Port of Seattle Commission and covers the period from June 1, 2026, through May 31, 2029.

18.2 **Modification and Re-opener Clause** – Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to the expiration date.

18.3 **Wage rates** - Shall be effective as indicated in Article 5.

Agreed and entered into this _____.

IN WITNESS WHEREOF, the aforementioned have executed this Amendment to Collective Bargaining Agreement this_____.

PORT OF SEATTLE

Stephen P. Metruck, Port of Seattle
Executive Director

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46

Mark Davis, IBEW Local 46
Business Manager and Financial Secretary