PORT OF SEATTLE MEMORANDUM

COMMISSION AGENDAItem No.5dACTION ITEMDate of MeetingJune 4, 2013

DATE: May 28, 2013

TO: Tay Yoshitani, Chief Executive Officer

FROM: Trish Murphy, Labor Relations Manager

SUBJECT: Collective Bargaining Agreement between the Port of Seattle and the Teamsters,

Local 117, representing Police and Fire Communication Specialists

Total Port Cost Increase: \$113,549

Source of Funds: Police Department Operating Budget

ACTION REQUESTED:

Request Commission authorization for the Chief Executive Officer to execute a new collective bargaining agreement (CBA) affecting 15 positions between the Port of Seattle and the Teamsters Local 117, representing Police and Fire Communication Specialists for January 1, 2012, through December 31, 2014.

SYNOPSIS:

Good faith bargaining between Teamsters Local No. 117 and the Port of Seattle resulted in a fair first collective bargaining agreement consistent with the Port's priorities. This CBA contains a 2.35% increase for 2012 and 0-6% cost of living adjustment (COLA) for each of the subsequent two years. There is no other increase to wage rates. For the first time, this CBA requires employees to begin paying a portion of their monthly health benefits premiums (\$50 per month). The estimated total additional cost to the Port for wages and benefits for the duration of the contract is \$113,549 and is included in the Police Department's 2013 operating budget.

BACKGROUND:

The CBA covers 15 full-time equivalent (FTE) positions. The bargaining unit employees receive and dispatch 911 calls.

PROJECT JUSTIFICATION:

RCW Chapter 41.56 requires the Port of Seattle to collectively bargain wages, hours and working conditions with the exclusive bargaining representative designated by the employees.

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SCOPE OF THE AGREEMENT:

Term of the Agreement

January 1, 2012 – December 31, 2014

Wages

- For 2012, base wage rates will increase by 2.35%.
- For 2013 and 2014, base wage rates will increase by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), October to October, with a zero percent (0%) minimum and a six percent (6%) maximum.
- Appendix A states that employees performing the Relief Supervisor and Trainer duties receive a 10% premium. The monetary amount of the premium for these duties did not increase. The change is that the differential is characterized as a percentage rather than a higher rate.

The total estimated additional cost to the Port for wages only, not including benefits, for the duration of the three-year agreement is \$72,978. This includes an estimated 2.5% increase for 2014. The estimated additional cost per year of the contract is: year 1, \$23,593; year 2, \$23,396; and year 3, \$25,990.

Benefits

- Effective January 1, 2012, the total increased cost of the Teamsters Plan A health benefits is \$68 per employee per month. These benefits cover medical (including nine-month disability waiver), dental, and vision. Effective January 1, 2013, the total increased cost of health benefits over 2012 is \$78 per employee per month. (Article 23.02)
- Effective March 1, 2013, each employee shall contribute \$50.00 per month toward the monthly premium. (Article 23.03)

The total estimated additional cost to the Port for Health and Welfare benefits, with an estimated 8% cost increase the third year of the contract, is \$40,571. The estimated additional cost per year of the contract is: year 1, \$14,167; year 2, \$7,104; and year 3, \$19,299.

Working Conditions

- Article 9.01. The length of the probation period increases from six to nine months.
- Article 13.03. Additional language memorializes the procedure for the annual shift bid.
- <u>Article 13.04</u>. The parties agreed to negotiate the hours and frequency of shift rotation for 2014.
- <u>Article 14.01</u>. Added language memorializes the procedure for vacation bid.

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- <u>Article 14.07</u>. Section explains calculation of vacation accrual for lateral employees hired from within the Port.
- Article 24. Changes clarify ambiguity in existing language regarding the circumstances under which the parties will seek expedited arbitration in a situation involving a strike or lockout.
- Article 28. Various language changes simplify and clarify the grievance process.
- <u>Article 31.08</u>. Section states that seniority for lateral employees is based on hire date within the POSPD.
- Retroactive Pay Memorandum of Understanding. This MOU provides that any retroactive payment owed to bargaining unit members will be paid within 60 days of the signing of the CBA.
- <u>Job Share Memorandum of Understanding</u>. This is a longstanding MOU that has been renewed repeatedly. Either party may terminate the MOU prior to the end of the contract term. New wording clarifies when the employees are eligible for overtime.
- Other: The CBA additionally includes miscellaneous language clarifications.

FINANCIAL IMPLICATIONS:

The estimated combined total of annual wage and benefit cost increases to the Port for the duration of the contract is \$113,549. Costing estimates assume a 2.5% COLA for 2014 and annual medical benefit cost increases of 8%.

BUDGET STATUS AND SOURCE OF FUNDS:

The increase in expense is included in the Police Department's 2013 operating budget.

OTHER DOCUMENTS ASSOCIATED WITH THIS REQUEST:

Collective Bargaining Agreement between the Port of Seattle and the Teamsters Local 117 representing Police and Fire Communications Specialists.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS:

None