

Item No. 5e\_Agmt.  
Date of Meeting June 4, 2013

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**



**Port of Seattle**

**And**

**Teamsters Local Union No. 117**

Affiliated with the  
International Brotherhood of Teamsters

**REPRESENTING BUS DRIVERS & PARKING SERVICE  
REVENUE REPRESENTATIVES**



**Term of Agreement**

**June 1, 2012 – May 31, 2015**

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

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

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

## TABLE OF CONTENTS

### **Port of Seattle Bus Drivers and Parking Service Revenue Representatives**

<u>ARTICLE</u>	<u>PAGE</u>
Article 1 - Purpose of Agreement -----	1
Article 2 - Union Security -----	1
Article 3 - Bulletin Boards and Electronic Mail -----	1
Article 4 - Business Representative Access -----	2
Article 5 - Pay Periods -----	2
Article 6 - Uniforms and Equipment -----	3
Article 7 - No Reduction in Pay -----	3
Article 8 - Holidays -----	3
Article 9 - Health and Welfare -----	4
Article 10 - Pension -----	5
Article 11 - Vacations -----	6
Article 12 - Sick Leave -----	7
Article 13 - Workers Compensation and Workplace Accommodation ----	9
Article 14 - Bereavement Leave -----	10
Article 15 - Jury Duty and Court Time -----	10
Article 16 - Hours of Work and Overtime -----	11
Article 17 - Call Back -----	13
Article 18 - Schedule and Vacation Bidding -----	13
Article 19 - Classifications and Rates of Pay -----	17
Article 20 - Probationary Employees -----	19
Article 21 - Non-Discrimination -----	19
Article 22 - Handling of Disciplinary Matters -----	19
Article 23 - Grievance Procedure -----	21
Article 24 - Strikes -----	22
Article 25 - Responsibility -----	22
Article 26 - Sub-Rentals -----	22
Article 27 - Union Shop Card -----	22
Article 28 - Meetings -----	23
Article 29 - Savings Clause -----	23
Article 30 - Seniority and Reduction in Force -----	23
Article 31 - Deferred Compensation -----	24
Article 32 - Examinations -----	24

**TABLE OF CONTENTS**

**Port of Seattle  
Bus Drivers and Parking Service Revenue Representatives**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Article 33 - Drug Testing – Substance Tests -----	25
Article 34 - Education Program -----	25
Article 35 - More Favorable Conditions -----	25
Article 36 - Miscellaneous -----	25
Article 37 - Transfer of Work/Contracting -----	26
Article 38 - Business Partnership Committee -----	26
Article 39 - Management Rights -----	27
Article 40 - Term of Agreement -----	29
Appendix A – Grievance Form -----	30

## **AGREEMENT**

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

This Mutual Agreement has been entered into by the International Brotherhood of Teamsters, Local Union No. 117 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), collectively herein referred to as the Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union: the establishment through collective bargaining the equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and working conditions of employment.

### **ARTICLE 2 - UNION SECURITY**

2.01 Only members in good standing in the Union shall be retained in employment. For the purpose of this Article, "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

2.02 All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of the Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain a member of the Union in good standing as a condition of continued employment, or pay an agency fee in lieu of Union membership. Employees shall be afforded their rights to religious objections as protected in RCW 41.56. The Port shall advise the Union of the names and addresses of Port employees covered by this Agreement within seven (7) calendar days following the date of employment.

2.03 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 monthly dues. Written assignment shall be irrevocable for a period of one (1) year. The Port shall transmit such fees to the Union once each month on behalf of the members involved. If a dues error is identified, following notice to the Port the error will be addressed as soon as practicable following notice to the Port.

### **ARTICLE 3 - BULLETIN BOARDS AND ELECTRONIC MAIL**

Two (2) bulletin boards found to be mutually acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. These bulletin boards shall be located one each near or in bargaining unit employee break areas. It is understood and agreed that the Union shall maintain the bulletin boards and that no material shall be posted which is obscene, defamatory, endorses or opposes candidates for public office or which would impair Port operations.

Union Stewards may make limited use of the Port's telephones, FAX machines, copiers, and similar equipment for purposes of contract administration in compliance with the Port's

policies governing use of public resources. In addition, Stewards and Union staff may use the Port's electronic mail system for communications related to contract administration and sending notices, provided they comply with the Port's policies governing electronic mail and internet use. In no circumstances shall use of the Port's equipment interfere with operations and/or service to the public.

#### **ARTICLE 4 - BUSINESS REPRESENTATIVE ACCESS**

The Port agrees to allow reasonable access to Port facilities for business representatives who have been properly authorized by the Union for contract administration purposes. Such access shall be permitted in a manner as not to interfere with the functions of the Department or the Port. This Article shall apply within the constraints of federal or state regulations and statutes.

A duly authorized Union representative shall be given an opportunity to meet with new employees in the bargaining unit in conjunction with the Port's employee orientation program. The Union shall be notified of the date of the orientation meeting and, upon request shall be provided with twenty (20) minutes to meet with the employees.

#### **ARTICLE 5 - PAY PERIODS**

All employees shall be paid biweekly, and in no case shall the Port hold back more than fourteen (14) days pay. No deductions shall be made from paychecks without the written consent of the employee, except as provided by federal, state, or municipal law. If the Port makes a payroll error resulting in an employee being owed five-hundred dollars (\$500.00) or more in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within three (3) business days (for the purposes of this Article, business days shall be defined as Monday, Tuesday, Wednesday, Thursday, and Friday). If the Port makes a payroll error resulting in an employee being owed between one hundred dollars (\$100.00) and five hundred dollars (\$500.00) in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within five (5) business days. If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross pay, the Port will include the pay correction on the employee's next regular pay check.

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

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

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

**ARTICLE 6 - UNIFORMS AND EQUIPMENT**

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

**ARTICLE 7 - NO REDUCTION IN PAY**

It is understood and agreed that none of the present employees shall suffer any reduction in pay rate by reason of this Agreement, nor shall their hours be increased without a corresponding increase in pay.

**ARTICLE 8 - HOLIDAYS**

8.01 Employees shall receive twelve (12) paid holidays and designated days of normal observance as indicated below: (Except as otherwise provided in Sections 8.02 and 8.03 below). Employees shall be eligible for personal holidays after completing the probationary period.

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

Employees shall individually select personal holidays of their choice to be used each calendar year, January 1<sup>st</sup> through December 31<sup>st</sup>. Such personal holiday usage shall be subject to Port management's approval in each case. Personal holidays must be used by December 31<sup>st</sup> of each calendar year or will be lost. Requests for cancellation of approved personal holidays can be made; however, to insure approval, personal holiday cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. Employees do not have a right to displace another employee from scheduled work due to personal holiday cancellation unless cancellation is the result of an unforeseen personal hardship.

Holiday pay for regular part time and unscheduled part time employees shall be prorated on an average daily work schedule per week, calculated over a five (5)-week period.

8.02 Holiday pay for full-time regular employees shall be eight (8) hours at the employee's regular rate of pay. All full-time regular employees shall be paid for all holidays indicated in Section 8.01 above regardless upon which day of the week the holiday shall fall, except as provided in Section 8.03 below. Employees working on holidays shall receive one and one-half (1½) extra days pay which shall be added to their regular biweekly pay. Except for personal holidays, holidays listed under Section 8.01 above shall be observed to coincide with dates commonly observed by State authority in lieu of the above. Any such readjusted schedule shall be established in December of each year for implementation in the following year. To be eligible for holiday pay, a full-time employee must have been on Port compensated time during the thirty (30) calendar days preceding the holiday. Such qualifying compensated time shall be limited to time worked, paid vacation, paid sick leave, bereavement leave, or jury duty.

8.03 If a holiday falls on an employee's normal day off, the employee may exercise the option of taking another day off within thirty (30) days; otherwise, holiday pay will be paid.

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

9.01 Effective June 1, 2012 (based on May hours), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for every employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month as follows. The preceding month shall be defined by an eligibility date range that has been established as administratively appropriate by the Port and the Trust.

- a. Health & Welfare - Contribute the total sum of \$1,145.55 per month for continued benefits under "PLAN A" (price includes an additional \$14.00 for domestic partner coverage) (\$1,114.70) with Time Loss "Plan A" (\$16.00), Long Term Disability (\$6.25), and Life Insurance "Plan A" (\$8.60). Upon ratification of a new Agreement coverage under the Long Term Disability plan will discontinue.
- b. Dental - Contribute the sum of \$127.79 per month for continued benefits under the "PLAN A" (price includes an additional \$2.20 for domestic partner coverage).
- c. Vision - Contribute the sum of \$14.20 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an additional \$0.20 for domestic partner coverage).

Effective January 1, 2013, the Employer shall pay the full monthly contribution towards the cost of the Health & Welfare, Dental and Vision benefits.

Effective January 1, 2014 each employee eligible for benefits in any month shall contribute \$30.00 toward the cost of the Health & Welfare monthly premium.



Effective January 1, 2015 each employee eligible for benefits in any month shall contribute \$50.00 toward the cost of the Health & Welfare monthly premium.

The Port will continue to cover at 100% employee Dental and Vision benefits during the life of the Agreement.

9.02 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of the Agreement, the Port shall pay such premium increases as determined by the Trustees.

9.03 The Port further agrees that, upon receiving thirty (30) days notice from the Union of any delinquency in welfare payments, the following commitment applies: Should the fund be required to take legal action to collect the Port's contribution due under this contract, the Port shall be liable for all the necessary costs of such litigation.

9.04 The Port agrees to provide to each unscheduled part time employee a yearly calendar that shows the health and welfare eligibility date range for each month of the year in January that includes January of the following year.

9.05 Retirees' Welfare Trust. Effective June 1, 2012, based on May hours, contribute the sum of 94.85 per employee per month for continued benefits under the "RWT PLUS PLAN." Monthly premiums required by the welfare trust, to maintain retiree coverage, greater than \$94.85 per month shall be paid by the employee through wage diversion.

**ARTICLE 10 - PENSION**

10.01 Western Conference of Teamsters Pension Trust Fund. Effective as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each of its employees who perform the work listed under the classifications and wage section of this Agreement for every hour for which compensation is paid, said amounts to be computed monthly, provided that the maximum annual contribution shall be limited to 2,080 hours:

	<b>Basic</b>	<b>(*Program for Enhanced Early Retirement)</b>	
	<b>Contribution</b>	<b>*PEER/84</b>	<b>Total</b>
<b><u>Effective</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>
6/1/12	\$2.59	\$0.17	\$2.76
6/1/13	\$2.69	\$0.17	\$2.86
6/1/14	\$2.78	\$0.18	\$2.96

The contributions required to provide the Program For Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

The contributions shall be due and payable to the area administrative office no later than ten (10) days after the end of each month. In the event the Employer fails to make the monetary contribution in conformity with this Article of the Agreement, the Trustees shall be free to take any action which is necessary to effect collections, and the Employer shall pay all costs of collections, including reasonable attorney fees.

Vacation time will be considered as time worked for the purpose of the Employer contribution referred to above.

In the event an employee received report-in pay, pension contributions for such employee shall be credited, and pension contributions submitted in a prorated amount based on the hourly contribution rate under this Section and employee's actual hours worked.

10.02 PSRRs AND BUS DRIVERS - Pacific Coast Benefits Trust. Effective June 1, 2012, the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining unit with at least two (2) years of continuous service, an amount equal to one dollar (\$1.00) for each hour for which compensation is paid to such employee. The total amount to be computed monthly.

## **ARTICLE 11 - VACATIONS**

11.01 At any time after the successful completion of the probationary period, employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date. Vacation hours shall be accrued hourly based on the following accrual rates: five (5) days vacation during the first (1<sup>st</sup>) year of service, ten (10) days vacation during the second (2<sup>nd</sup>) through the fourth (4<sup>th</sup>) years of service, fifteen (15) days vacation during the fifth (5<sup>th</sup>) through the ninth (9<sup>th</sup>) years of service, and twenty (20) days vacation during the tenth (10<sup>th</sup>) year of service through the fifteenth (15<sup>th</sup>) years of service; and twenty-one (21) days vacation during the sixteenth (16<sup>th</sup>) year of service and beyond.

Vacation pay shall be calculated on the basis of an employee's straight-time hourly wage.

11.02 When paid holidays, as outlined in Article 8 of this Agreement, fall within an employee's vacation period, employees shall receive an extra day's pay or an extra day of vacation with pay.

11.03 Vacation for regular part time and unscheduled part time employees shall be pro-rated based on the number of hours compensated in the pay period for which the accrual is credited, but in no case to exceed the annual accrual in Section 11.01 above.

11.04 Whereas the Port and the Union recognize the importance of employees utilizing accrued vacation leave to promote and enhance their mental and physical well-being, employees shall attempt to use vacation leave during the year in which it is earned. To that end, an annual vacation bid process shall be conducted and additional vacation request procedures are established as outlined in Article 18.

11.05 Employees are strongly urged to take vacation in the year following the eligibility date when it was earned. No more than one year's vacation accumulation may be carried over at any time.

11.06 Employees must use all accrued vacation and sick leave prior to using leave without pay.

11.07 When an employee terminates following the six (6) month probationary period, the Port shall pay 100% of any accrued vacation.

11.08 Requests for cancellation of approved vacation can be made; however, to insure approval, vacation cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. Unscheduled part time employees shall not be involuntarily displaced from scheduled work due to vacation cancellation of regular employees, except in cases of emergency. Emergencies may include an employee's or family member's illness, injury, or death.

## **ARTICLE 12 - SICK LEAVE**

12.01 Upon completion of the probationary period, employees shall retroactively accrue, from date of hire, six (6) days of sick leave per year. This accrual will be computed monthly, up to a maximum accumulation of sixty (60) days of unused sick pay, subject to the limitations listed below:

12.02 Sick leave for regular part time and unscheduled part time employees shall be pro-rated based on the number of hours compensated in the pay period for which the accrual is credited.

12.03 Sick leave shall be used only in instances of bona fide employee illness or injury (or others as required by law) resulting in absence from work as normally scheduled and shall not be converted to any other benefit or lump sum payment upon termination except as provided in 12.06 below.

12.04 Sick leave shall be at the employee's regular rate.

12.05 A physician's statement may be required after the employee is off work for three (3) consecutive working days, was previously denied vacation leave for the same period of time, or an established pattern of absences exists (in this instance the Employer must have previously had a counseling session with the employee and given the employee an opportunity to explain the alleged pattern, and inform the employee of the need for a physician statement at the time of the sick call.).

12.06 After completion of five (5) years continuous service, an employee who terminates shall receive payment for fifty percent (50%) of his/her accumulated unused sick leave.

12.07 Medical/Dental Appointments. Employees shall make every effort to arrange medical and dental appointments before shifts, after shifts, or on days off to ensure operational continuity and to preserve sick leave for illness resulting in incapacity to work. However, at the employee's discretion, accrued sick leave up to twelve (12) hours per calendar year may be used when necessary for medical and dental appointments. Seven (7) days advance notice shall be made to use sick leave for this purpose, except when the appointment is unforeseen and urgent.

12.08 Shared Leave.

Purpose. The Shared Leave Program enables employees to donate accrued vacation and sick leave to fellow employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. Implementation of the program for any individual employee is subject to agreement by the Port, and the availability of shared leave from other employees. The Port's decisions in implementing and administering the shared leave program shall be reasonable.

Definition. The following definition shall apply to this provision.

- a. "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions; this includes the first (1<sup>st</sup>) six to eight (6-8) weeks of maternity leave up until the physician releases the mother to return to work.
- b. "Shared Leave Program": Shall mean "sick leave and vacation leave" as the only leave time available to be donated to fellow employees.

Donation Restrictions. The following restrictions shall apply to all shared leave transactions:

- a. Employees may donate any amount of sick leave, provided the donation does not cause the donor employee's annual sick balance to fall below ten (10) days (80 hours).
- b. Employees cannot donate excess vacation and sick leave that the donor would not have accrued due to an approaching anniversary date.
- c. The Port shall determine whether an eligible employee shall receive shared leave.
- d. Use of donated leave shall not be used to extend job protection leave rights.

Eligibility. Employees may be eligible to receive shared leave under the following conditions:

- a. When the Port determines the employee meets the criteria described in this policy.
- b. The employee has complied with department policies regarding the use of vacation and sick leave.

- c. If the donated leave is from a different Port Department, it shall be transferable only by agreement of both Department Managers.
- d. The Port may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Recipient Responsibilities.

- a. Donated leave shall be used only by the recipient for the purposes specified in this policy.
- b. All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the employee may reserve up to forty (40) hours of sick leave and forty (40) hours of vacation leave.

Return of Shared Leave. Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:

- a. Divided among the donors on a pro-rated basis, computed on the original donated value;
- b. Returned at its original donor value; and
- c. Reinstated to each contributor's annual vacation or sick leave balance.

Calculation of Shared Leave. The receiving employee shall be paid at his or her regular rate of pay or the rate established by the Disability Insurance Carrier. There will be no dollar value assigned to the recipient of the Shared Leave which would adversely impact the employee's rate of pay or disability insurance rate of pay. The leave received shall be coded as Shared Leave and be maintained separately from all other leave balances.

Participation. Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave and/or vacation leave for purposes of this program.

**ARTICLE 13 - WORKERS COMPENSATION AND WORKPLACE ACCOMMODATION**

13.01 Supplemental Pay. At the employee's discretion, an employee may use sick leave during approved workers compensation time-loss periods. Sick leave supplements will be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate. When sick leave is exhausted, vacation leave may be paid in the same proportion as described for sick leave to bring total pay up to the normal bi-weekly rate.

13.02 Disability Case Management. The Port of Seattle will provide all employees with reasonable accommodation and return-to-work assistance as determined on a case-by-case basis. Appropriate Port of Seattle personnel will work with the employee to comply with any and all legal requirements and insurance policies. Such legal requirements and insurance policies may include the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Family Care Act (FCA), workers compensation and long term disability insurance.

13.03 Declining Light Duty. In the event a light duty assignment is offered by the Port and the employee chooses not to accept such assignment, as provided by law, the employee will not be eligible to receive time-loss compensation. Employees are not required to accept any assignment that would exceed the restrictions set by their doctor.

## **ARTICLE 14 - BEREAVEMENT LEAVE**

14.01 An employee who suffers a death in his/her immediate family shall be eligible for five (5) days bereavement leave, which shall be granted by the Port subject to the following conditions:

- a. The Port shall pay compensation at the employee's regular rate of pay for three (3) of the five (5) days. The two (2) days for which the Port is not compensating can, with the employee's permission, be paid through use of vacation or personal holidays, except when those days fall on the employee's normal days off. When the two (2) uncompensated days fall on the employee's normal days off, that employee shall not be paid for those two (2) days.
- b. The employee attends the funeral, wake, memorial service, or provides official documentation.
- c. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, step-siblings, step-children, and spouse's grandparents. Immediate family shall also include domestic partners and their respective relatives listed above.
- d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.
- e. Paid bereavement leave for regular part time and unscheduled part time shall be pro-rated on the average daily work schedule per week.

## **ARTICLE 15 - JURY DUTY AND COURT TIME**

15.01 After thirty (30) days of continuous employment, an employee covered by this Agreement who shall be summoned for jury duty shall, upon submission of proper evidence of his/her attendance in court, be paid his/her regular rate of pay for the actual hours lost (but not to exceed eight (8) hours per day or forty (40) hours per week), less any compensation

he/she received as a juror. If an employee is released from jury duty and has at least four (4) hours of his/her shift remaining, he/she shall immediately report back to work for the remainder of the shift.

15.02 An employee who is called upon by the Port to serve as a witness in a court case or arbitration involving the Port of Seattle shall be paid his/her regular rate of pay while performing such witness service during his/her normal shift schedule. An employee performing such witness service outside of his/her normal work schedule shall be paid for a minimum of three (3) hours at the overtime rate for each court appearance required. Time required in court for such witness service in excess of three (3) hours shall also be compensated for at the overtime rate. To verify time in excess of three (3) hours spent in court, an employee shall submit to the Port a time slip signed by an official of the court.

15.03 Any fees received from the court by an employee who is a required witness in a Port-related court appearance shall be turned over to the Port. The Port shall reimburse an employee for mileage paid by the court when such employee is a required witness in a Port-related court case.

## **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

16.01 Regular Full Time. Eight (8) hours shall constitute a workday and five (5) full eight (8) hour days shall constitute a workweek. For payroll purposes the workweek is defined as Sunday through Saturday. For PSRR the eight (8) hour day shall be worked within an eight and one half (8.5) hour period in each of the five (5) days. For bus drivers the eight (8) hour day shall be worked within an (8) hour period in each of the five (5) days. Regular full time work schedule will include two (2) consecutive days off.

16.02 Regular Part Time. A work day shall consist of one or more work shifts totaling no more than eight (8) hours (exclusive of unpaid meal periods for PSRR). Regular part time work schedules shall be twenty (20) to thirty-six (36) hours per week and will include two (2) consecutive days off. Part time schedules of less than five (5) days may not have all work days scheduled consecutively. Example: Work shifts on Sunday, Monday, Thursday and Friday; Days off Tuesday, Wednesday, Saturday.

16.03 Unscheduled Part Time Employees. Unscheduled part time employees are employees who do not have a regular full time or regular part time schedule and have no guarantee of hours. Unscheduled part time employees are employees who bid on variable work week schedules during the biweekly bid process and are offered additional hours of work by seniority according to the procedures set forth in Article 16, below.

16.04 Variable Weekly Work Schedule Definition. Variable weekly work schedules are work schedules comprised of hours of coverage needed in excess of those covered by regular full time and regular part time schedules and include coverage, as needed, in the absence of employees with regular full and regular part time schedules. Variable weekly work schedules may consist of one or more daily work shifts totaling no more than eight (8) hours (exclusive of unpaid meal periods for PSRR) and must include one day off in each

work week. Variable weekly work schedules are assigned using the processes outlined in Section 18.03, below.

#### 16.05 Relief Periods

- a. PSRRs. A thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest periods are established for each eight and one-half (8-1/2) hour shift. If a PSRR does not get a break during a shift, the PSRR shall be paid at the overtime rate for missing the break.

The scheduling of such meal period and rest periods for an individual PSRR shall be as follows: The fifteen (15) minute breaks shall be scheduled approximately midpoint of each half (1/2) shift and the meal period shall start no earlier than three (3) hours nor later than the beginning of the fifth (5<sup>th</sup>) hour from the start of the shift.

A PSRR who is anticipated to, or works more than three (3) hours beyond their normally scheduled quitting time shall have a one-half (1/2) hour unpaid meal period either between shifts or during their shift extension, or one-half (1/2) hour of additional pay at the overtime rate if not afforded the meal period.

- b. BUS DRIVERS. The thirty (30) minute meal period and the two (2) fifteen (15) minute rest periods may be combined to provide a one (1) hour PAID meal period for each eight (8) hour shift. No other scheduled or relieved breaks, except this one (1) hour meal period are provided.

The scheduling of such meal period for individual bus drivers shall be at the discretion of the Port based on appropriate manpower utilization and accommodating to the flow of traffic during each shift. However, the meal period shall start no earlier than three (3) hours or later than the beginning of the fifth (5<sup>th</sup>) hour from the start of the shift.

A bus driver who works through the lunch break shall be paid one-half (1/2) hour of overtime.

A bus driver who is anticipated to, or works more than three (3) hours beyond his/her normally scheduled quitting time shall have a one-half (1/2) hour meal period either between shifts or during his/her shift extension, or one-half (1/2) hour of additional pay at the overtime rate if not afforded the meal period.

- c. ALL BARGAINING UNIT EMPLOYEES. During overtime hours, employees shall be entitled to the same meal periods and/or rest periods that the employee they are covering would have had.

During overtime hours when an employee is working a special assignment, breaks and meal periods will be provided as practicable.



Employees may be required to report to work or work extended hours in emergency conditions. Employees required to stay overnight or between shifts will be provided reasonable accommodations and subsistence.

16.06 Overtime. Time worked in excess of eight (8) hours in any twenty-four (24) hour period shall be considered overtime and shall be paid for at the rate of one and one-half (1.5) times the employee's regular rate of pay; unless such period of work is as a result of the employee's following shift beginning within the twenty-four (24) hour period; and the employee has had ten (10) hours off before returning to work, in which case the time will be considered straight-time.

Time worked in excess of forty (40) straight-time hours in any one (1) employee's workweek shall be considered overtime and shall be paid for at the rate of one and one-half (1.5) times the employee's regular rate of pay.

Overtime shall be paid on one basis only, and there shall be no compounding or pyramiding of overtime. The overtime rate shall be calculated based upon an employee's shift differential, if applicable, as provided in Article 19 (c). On no occasion shall the Port offer time off in lieu of overtime.

## **ARTICLE 17 - CALL BACK**

When an employee is called back the same day, after the completion of a day's work, and after leaving the Employer's premises, a minimum of four (4) hours shall be paid at the applicable rate of pay. Employees who are called back for failure to complete in a satisfactory manner work which has been assigned shall not be eligible for the four (4) hours' minimum pay provided by this Article.

## **ARTICLE 18 - SCHEDULE AND VACATION BIDDING**

18.01 Annual Work Schedule Bid for Regular Full Time and Regular Part Time Schedules. Regular full time and regular part time work schedules shall be bid once per calendar year in order of seniority by the following procedure. Regular part time bid lines shall only be created by mutual agreement of the parties.

1. Available work schedules shall be posted and distributed to employees by November 5 of each year with a bid preference sheet and seniority list.
2. Each employee will indicate, in preference order, their preferred schedule assignment(s). The numbered preferences must equal the seniority order of the employee. For instance, the employee who is # 5 on the seniority list must select five (5) schedules in order of preference.
3. Each employee shall submit their bid preference sheet by midnight November 15.

4. The scheduling supervisor will assign work schedules in seniority order based on employee preferences. For instance, the third person in seniority will be assigned their #1 preference if the first and the second person (in order of seniority) have not already been assigned that schedule. The preference sheets will be saved and upon request be made available to the Union.
5. Schedule assignments will be posted and distributed to staff by November 20.
6. New schedules will start the first Sunday of the New Year.

More frequent schedule revisions may be necessary due to operational changes. If schedules require revisions of greater than fifteen (15) minutes to the start and or quit time, the Port and the Union will meet in good faith to arrive at an alternative schedule. Such changes will require the Union's agreement.

18.02 Vacation Bidding. An annual vacation bid shall be conducted following the posting of the next year's regular full time and part time schedules as follows.

1. Concurrent with the annual schedule bid, all employees shall indicate on the annual schedule bid preference sheet whether or not they wish to participate in the annual vacation bid process. Such indication is due by midnight November 15.
2. Starting November 20, a vacation bid master sheet shall be posted.
3. Employees will be assigned, based on seniority, a date on which to select their vacation time.
4. Employees will have from 0000 to 2400 on their assigned bid day to select their vacation time.
5. If an employee is on vacation during the bid process, he/she will leave a list of preferred shifts and days in a locked proxy box prior to leaving for vacation.

Three (3) vacation slots per day will be made available per classification during the annual vacation bid process, limited to a maximum two (2) off on any shift. Additional requests for vacation leave from all bargaining unit members will be first come/first serve and approved consistent with operational staffing needs. In general, requests for use of vacation leave shall be granted, when the request is made prior to the bi-weekly bid process for the dates requested, provided there is adequate coverage available.

Requests to cancel approved vacation shall be considered based on operational impact. To insure approval, vacation cancellation requests must be submitted prior to the biweekly bid process that includes the requested cancelled days. Employees do not have a right to displace another employee from scheduled work due to vacation cancellation unless cancellation is the result of an unforeseen personal hardship. Employees released to return to work from medical leave may displace employees from scheduled work.

18.03 Biweekly Foreseen Schedule Bid

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

1. When back fill is needed for a forty (40) hour weekly work schedule of an employee on leave, such schedule shall be an available schedule for bid and shall not be broken up. Weekly 40-hour bid vacation assignments shall be offered to unscheduled part time employees in order of seniority, in lieu of rotation. It is agreed that when 40-hour bid vacation assignments offered under this Section are back-to-back, requiring two (2) periods of work without a day off, the first day of the second 40-hour period will be assigned to another employee.
2. Individual works shifts, to be filled, will be configured into two (2) week schedules; first, with weekly schedules of thirty-two (32) to forty (40) hours that include at least one day off; then, by combining the remaining shifts while maintaining the “ten hour rule.”
3. Where possible shift rotation will be minimized.

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

1. Regular part time employees will be offered additional hours, up to forty (40) hours per week, prior to those hours being made available to unscheduled part time employees through the biweekly bid process. The additional hours offered will not include forty (40) hour blocks described in Article 18.03 A (1) above.
2. On a biweekly basis, two (2) week schedules, configured according to Article 18.03 (A) above, with a preference bid sheet will be posted and distributed to employees.
3. The two (2) week bid schedules and bid sheets shall be posted and distributed every two (2) weeks on a Saturday no later than 5:00 pm. The day and time will be set annually by the Employer and communicated to employees. A change to the set day and time must be communicated to the Union thirty (30) days in advance unless an emergency situation occurs such as the responsible supervisor is on unscheduled leave.
4. The available two (2) week bid schedules will be posted and distributed for bid via email, employee bulletin boards in the control center and the Shelter 1 driver area, and electric media as available (e.g. Sharepoint).

5. The designated day for posting shall be three (3) days prior to the bid day.
6. Bidding shall be by seniority and each employee shall have a designated bid appointment time of fifteen (15) minutes with the scheduler/supervisor on every other Wednesday following the Saturday posting.
7. Employees may submit a bid preference sheet prior to bid day in lieu of bidding in person or by phone on bid day.
8. It is the employee's responsibility to contact the scheduler/supervisor during the designated fifteen (15) minute time slot to bid on a preferred two (2) week work schedule.
9. If an employee fails to submit their bid preference sheet prior to bid day or fails to make contact during the designated time they may lose their seniority preference for that biweekly schedule bid process. A late caller can choose among schedules available at the time of the late call.
10. Employees can choose to "drop to the bottom" by stating so at their bid time, declining to submit a bid or choosing not to call in on the bid day. Unfilled schedules will be assigned in reverse seniority order including those employees who have "dropped to the bottom".
11. The final schedules will be posted no later than 4:00 pm Thursdays for two (2) week schedule starting the following Sunday.

18.04 Scheduling Unforeseen Hours. When additional hours not included in the biweekly bid process become available, those additional hours will first be offered on a seniority basis to regular part time employees who do not have forty (40) hours per week scheduled. Next, additional hours will be offered in seniority order (highest seniority employee first) to unscheduled part time employees who do not have forty (40) hours per week. Those employees will have the option to bypass available hours when offered if there is a lower senior employee available to take the offered hours and that employee will not go into overtime or violate the ten (10) hour rule. As a last resort, management reserves the right to assign hours in reverse seniority order on a mandatory basis to unscheduled part time employees. When none are available overtime will be offered to regular full time employees in seniority order.

In addition to the option of bypassing work to less senior employees, unscheduled part time employees may decline work offered three (3) times per quarter. When an employee declines work that employee shall not be required to accept a new shift of work for twenty-four (24) hours from the start of the offered shift.

Declining work a fourth (4<sup>th</sup>) time in a quarter will result in a written warning and further incidents of declining work shall be subjected to further progressive discipline consistent with Article 22.

18.05 Scheduling Overtime. Management shall offer overtime to the most senior employee whose next regularly scheduled shift will not violate the ten (10) hour rule

18.06 Trading Days Off. When an employee wishes to trade work shifts and/or days off with another employee, such trading of work shifts and/or days off shall be subject to management approval and to the following controls and conditions:

- a. A trade must involve a reciprocal even exchange of work shift and/or days off between two (2) employees.
- b. When a "trade" involving days off occurs, paychecks may fluctuate to reflect actual hours worked. Management may deny any trade that results in payment of any applicable overtime rate-of-pay for any party involved in the trade. In each case, days off must be taken within two (2) weeks of when a "trade" occurs.
- c. Employees must give management notice in writing of a requested trade at least seven (7) calendar days in advance of the proposed trade dates.

18.07 Labor/Management Review. The Parties may agree to meet from time-to-time to discuss issues that may arise concerning the scheduling procedures.

**ARTICLE 19 - CLASSIFICATIONS AND RATES OF PAY**

(a)	PSRR	<u>Years of Service</u>	<u>Rate</u>
		Entry	\$15.00
		After 1 year	\$15.75
		After 2 years	\$16.50
		After 3 years	\$17.25
		After 4 years	\$18.00
		After 5 years	\$18.75
		After 6 years	\$19.50
		After 7 years	\$20.25
		After 8 years	\$21.00
		After 9 years	\$21.75
		After 10 years	\$22.50

Effective 6/1/2012 PSRR's with ten (10) years of service shall receive a three percent (3%) wage increase over rate in effect prior to 6/1/2012.

Effective 6/1/2013 PSRR's with ten (10) years of service shall receive a three percent (3%) wage increase over rate in effect prior to 6/1/2013.

Effective 6/1/2014 PSRR's with ten (10) years of service shall be placed at the top step of the wage scale above.

Effective 6/1/2012 (or hire date if after 6/1/2012) PSRR's whose base rate of pay is less than the entry level shall be placed at the entry level of the new scale and progress through the new scale on their anniversary date according to years of service.

All other PSRR's effective 6/1/2012 shall be placed on the new scale according to years of service and progress through scale on anniversary date according to years of service.

(b)	<u>BUS DRIVER</u>	<u>Years of Service</u>	<u>Rate</u>
		Entry	\$18.00
		After 6 mo.	\$18.30
		After 1 year	\$19.06
		After 2 years	\$19.81
		After 3 years	\$20.56
		After 4 years	\$21.31
		After 5 years	\$22.06
		After 6 years	\$22.81
		After 7 years	\$23.56

Effective 6/1/2012 Bus Drivers with ten (10) years of service shall be placed on the top step of the scale above.

Effective 6/1/2013 Bus Drivers at the top of the scale shall receive a 1% one-time lump sum calculated on gross wages of prior twelve (12) months.

Effective 6/1/2013 Bus Drivers at the top of the scale who meet the eligibility requirement of no driver caused accidents or no disciplinary suspension in the six (6) months prior to 6/1/2013 shall receive a 0.5% wage premium over top step for twelve (12) months.

Effective 6/1/2014 Bus Drivers at the top of the scale shall receive a 1% one-time lump sum calculated on gross wages of prior twelve (12) months.

Effective 6/1/2014 Bus Drivers at the top of the scale who meet the eligibility requirement of no driver caused accidents or no disciplinary suspension in the twelve (12) months prior to 6/1/2014 shall receive a 1 % wage premium over top step for twelve (12) months.

Bus Drivers hired before 1/1/2013 with less than ten (10) years of service shall be placed on the closest step of the new scale not less than 1.5% above the rate received on their 2012 hire or anniversary date. Bus Drivers hired after 1/1/13 will be placed on the new scale upon implementation at the step in the new scale closest to but not less than their hire in rate of pay. Thereafter, these drivers will

progress to the next step in the wage scale above on their anniversary date without regard to their actual years of service.

(c) **SHIFT DIFFERENTIALS:**

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

Day Shift:	From: 4:00 a.m.	To: 11:59 a.m.
Swing Shift:	From: 12:00 noon	To: 7:59 p.m.
Graveyard Shift:	From: 8:00 p.m.	To: 3:59 a.m.

2. Employees assigned to a swing shift shall receive seven and one-half percent (7.5%) per hour above their regular classification rate [as listed in items (a) or (b) above]. Employees assigned to graveyard or relief shifts shall receive ten percent (10%) per hour above their regular classification rate [as listed in items (a) or (b) above].

(d) **TRAINING PAY:** Employees assigned to training duties shall be compensated a \$1.00 per hour premium for time spent performing those duties.

## **ARTICLE 20 - PROBATIONARY EMPLOYEES**

After employment, PSRRs and bus drivers shall be on probationary status for a working equivalent of six (6) months. The probationary period may be extended an additional three (3) months by mutual agreement between the employee, the Port and the Union.

## **ARTICLE 21 - NON-DISCRIMINATION**

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employment applicant or employee or against any Union member or applicant for membership because of race, color, religion, national origin, sex, age, disability, sexual orientation or veteran status.

## **ARTICLE 22 - HANDLING OF DISCIPLINARY MATTERS**

22.01 **Just Cause.** The Port shall not discipline or discharge any employee without just cause.

22.02 **Investigation Meetings.** The Employer shall recognize the right of an employee to union representation in an investigation/fact-finding meeting that could lead to the discipline of the employee. An employee who waives this right shall acknowledge such in writing.

22.03 **Written Warning Notices.** If a written warning notice involves a specific incident or violation, such notice, to be considered valid, must be issued within fourteen (14) calendar days after the Port became aware of the occurrence of such incident or violation claimed by the Port. The timeline to issue written warning notices may be occasionally extended in order

for the Employer to perform a fair and complete investigation with mutual agreement between the Port and Union. Written warnings shall be considered inactive and can no longer be used to justify further disciplinary action after eighteen (18) months following the issuance of the written warning as long as no further incident or violations of the same nature have occurred. At least one written warning notice identifying a complaint against the employee must have previously been given to the employee with a copy to the Union prior to discharge of the employee with the following exceptions:

- a. Probationary employees may be discharged for just cause without prior written warning notice. Such discharged employees will not have access to the grievance procedure.
- b. Discharge resulting from any of the infractions identified in 22.04 below require no prior written notice.

22.04 Infractions requiring no written warning notice prior to discharge.

- a. Gross misconduct such as but not limited to the following:
  - Theft in connection with Port employment - including stealing time, materials, money, belongings, or equipment,
  - Gross Insubordination,
  - Fighting on Port premises,
  - Possession, sale, use of, or under the influence of - unprescribed narcotics or controlled substances or alcohol while on Port premises,
  - Deliberate falsification of official Port documents or records,
  - Willful destruction or damage to Port property,
  - Willful or gross disrespect for customers; or
  - Committing a felony while on duty.
- b. Serious vehicle violations including but not limited to the following:
  - A serious accident wherein the employee is proven to be grossly negligent by a preponderance of the evidence,
  - Willful failure to provide a timely report of an accident involving Port equipment,
  - Willful vehicle abuse of a serious nature including reckless driving, or
  - Unauthorized use of a company vehicle or the carrying of unauthorized passengers on the Port's equipment.

22.05 Discharge and Suspension Notices. The Employer shall recognize the right of an employee to due process prior to disciplinary suspension or discharge from employment. Notice of recommended disciplinary suspension or discharge shall be timely made following the investigation of the circumstances resulting in the recommendation, normally within thirty (30) calendar days after the Port became aware of the incident. The notice of proposed discipline shall include the facts upon which the charges are made and a scheduled opportunity to respond to the charges. Notification of a final decision following the response opportunity shall normally be within seven (7) days.



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

22.07 Notice to the Union. The Port agrees to provide courtesy copies (cc) to the Union of written warnings; and, notices of recommendations for discipline and final disciplinary letters in cases involving suspension and discharge.

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

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

23.02 Step 1. The employee or the employee and the shop steward shall, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance, bring said grievance to the attention of the Supervisor, using the grievance form attached to this agreement as Appendix A. The Supervisor shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after its initial submission.

Step 2. In the event no settlement is reached within the fourteen (14) calendar day period, the employee or the employee and the shop steward shall, then within fourteen (14) calendar days, bring said grievance to the attention of the Manager or designee. The Manager or designee shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after submission.

Step 3. In the event no settlement is reached within this fourteen (14) calendar day period, the Union shall provide a copy of the written grievance to the Port's Director of Labor Relations or the Director's designee. Representatives of the Union and the Port shall then meet to attempt settlement of the grievance.

(Time limitations identified in Steps 2 and 3 may be waived by mutual agreement between the Port and the Union.)

Mediation. In the event no settlement is reached by the Union and the Port within thirty (30) days of the Step 3 meeting, upon mutual agreement, the Port and the Union may agree to submit the grievance to a mediator appointed by the Public Employment Relations Commission or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation, then the matter may be referred to arbitration by the grieving party. Nothing said or done by the parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step 4. In the event no settlement is reached by the Union and the Port, within thirty (30) calendar days of the Step 3 meeting or the mediation session, the parties shall have the right to submit a demand for arbitration to the Port. Within seven (7) calendar days after the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If the parties fail to agree, the grieving party shall, within seven (7) calendar days request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS).

Within seven (7) calendar days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and the Port.

The Port and the Union shall share equally the fees and expenses of the arbitrator.

23.03 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

### **ARTICLE 24 - STRIKES**

In recognition of the Port's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages, or similar activities to impede Port operations.

### **ARTICLE 25 - RESPONSIBILITY**

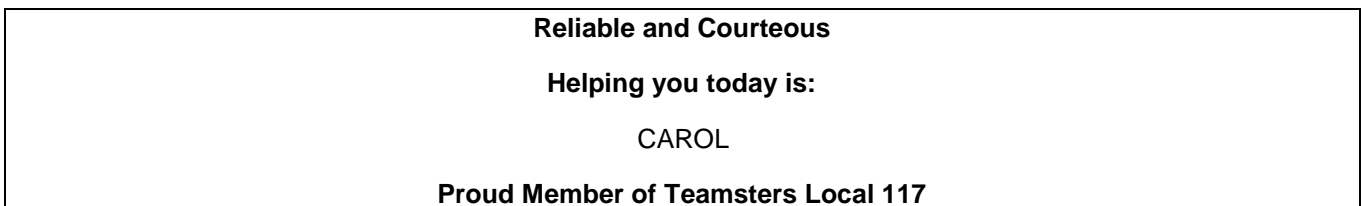
Employees shall not be responsible for lost, damaged, or stolen property except in the case of proven negligence. Upon request of the Union a full report will be furnished to the Union by the Port.

### **ARTICLE 26 - SUB-RENTALS**

It is understood and agreed that where sub-rentals or leases are entered into covering any of the operations set forth in Article 19 of this Agreement, the conduct of such operations shall be in accordance with the provisions of this Contract.

### **ARTICLE 27 - UNION SHOP CARD**

Both the Port and the Union agree that the employees covered by this Contract take pride in their membership in the Teamsters Local 117. It is mutually agreed that in order to recognize their membership and display that pride, the Port will provide nameplates for each employee to use while at work. These nameplates will be mounted in the buses for the Drivers and on the exit booths for PSRRs during each individual member's shift. Each nameplate will contain the first name of the employee and state their membership in Teamsters Local 117. In addition, the nameplate may contain customer service oriented wording such as "reliable" and "courteous." A sample depiction is below:



## **ARTICLE 28 - MEETINGS**

28.01 Employees who are requested to attend optional instructional meetings on their own time (not those held on Company time) shall be paid for actual time spent at the meetings only. Overtime rate-of-pay shall be paid under the provisions of Article 16 – Scheduling, Hours of Work and Overtime. The four (4) hour minimum required under Article 17 - Call Back shall not apply.

28.02 Employees who are selected by the Union to attend negotiating sessions shall be paid for time lost from their regularly scheduled shifts. They will not be paid overtime on hours outside of their regularly scheduled shifts.

28.03 When employees are required to attend a mandatory meeting(s) and they meet the requirements of Article 17, they shall be paid in accordance with Article 17 (Call Back). This shall not be construed as to apply to training.

## **ARTICLE 29 - SAVINGS CLAUSE**

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

## **ARTICLE 30 - SENIORITY AND REDUCTION IN FORCE**

30.01 Seniority shall commence when assigned as an employee in the bargaining unit and shall remain in force while assigned as an employee. Seniority shall be broken by termination, after one (1) year on layoff, after (1) one year leave without pay, or by leaving the bargaining unit. Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

30.02 For purposes of shift and vacation bidding, and in the event of a reduction in force, there shall be two seniority lists - one for regular employees assigned as PSRRs and one for regular employees assigned as bus drivers. The least senior employee shall be the first laid off and the last employee laid off shall be the first recalled.

Appropriate utilization of affected classes may modify the preceding paragraph. If this becomes necessary, the Union will be notified prior to the layoff. If the Union requests a meeting for the purpose of discussion, such a meeting will be scheduled.

30.03 All time worked as an employee in the bargaining unit shall count towards seniority. Employees shall have seniority from their date of hire. Employees shall be promoted to full-time based on seniority. After one probationary period, employees shall not be probationary again, except in the event an employee changes job classifications within the

bargaining unit. If an employee, under the aforementioned situation does not successfully complete probation in the new classification he or she shall be allowed to return to his/her prior classification without loss of seniority.

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

- a. The Port of Seattle shall provide written notice to the affected employee at least thirty (30) calendar days in advance of the effective date.
- b. Employees receiving written notices shall have outplacement service made available to them. These services shall be arranged and paid for by the Port of Seattle.
- c. An employee who has been subject to a reduction in force due to automation shall not suffer a break in seniority and may be eligible for recall for up to two (2) years from the date of the layoff. All employees in this category shall keep a current address and phone number on file with the Port of Seattle. The employee shall notify the Port of Seattle of any change of address or phone number, in writing, within fifteen (15) days of the change.

30.05 Severance. Should the need arise for a permanent reduction in a classification covered within this Agreement, the Port agrees to meet with the Union to bargain the effects of such decision. The topics to be included in such impact negotiations will include severance payments, if any, and the timing and notice period for such reduction.

## **ARTICLE 31 - DEFERRED COMPENSATION**

As provided below in this Article, Bus Drivers and Parking Service Revenue Representatives bargaining unit employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. Eligibility and participation of said employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to any other provisions of this Labor Agreement or to negotiation by the Union.

## **ARTICLE 32 - EXAMINATIONS**

32.01 CDL Medical Card Exam. The Employer shall cover the cost of the medical exam required to maintain the CDL related medical card for bus drivers. The cost of exam shall be covered in one of two ways. First the employee may schedule the exam with a Port provided physician at no cost to the employee; second, the employee may schedule the exam with his/her own physician and the Port will pay the equivalent fee as the Port pays its own provider to the employee's selected provider or to the employee on a reimbursement basis.

32.02 CDL Medical Card Exam Stipend. Each bus driver shall be provided a stipend equivalent to two (2) hours straight time pay for obtaining their CDL required medical card. It is understood that the medical exam will be conducted on the employee's own time.

### **ARTICLE 33 - DRUG TESTING - SUBSTANCE TESTS**

33.01 The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall be in conformance with all Federal Department of Transportation regulations.

33.02 The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall comply with the Port of Seattle Fit for Work Policy. In the event the Port decides the Policy needs to be changed, the Port agrees to discuss these changes with the Union prior to permanent changes being made.

### **ARTICLE 34 - EDUCATION PROGRAM**

Educational assistance for employees shall be subject to management approval. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of management, the Port shall provide reimbursement limited to job related educational curricula.

### **ARTICLE 35 - MORE FAVORABLE CONDITIONS**

Working conditions, such as wages, hours of work or conditions of employment currently in effect, more favorable to employees than those set forth herein, shall remain in effect during the life of this Agreement.

### **ARTICLE 36 - MISCELLANEOUS**

36.01 Accidents. Employees shall not be required to stand the cost arising out of any accident in which they may be involved during the normal course of their job duties, nor shall they be discharged for being involved in an accident unless the employee in question has been proven to be negligent by a preponderance of the evidence.

36.02 Illegal Equipment. Employees shall not be required to drive equipment that does not conform to applicable City, State, and Federal vehicle codes. The Port shall reimburse employees for all fines and make whole any loss in pay resulting from arrests and/or citations for driving illegal Port equipment. Drivers shall not suffer a loss of working hours or pay for refusal to operate an illegal company vehicle which is a bona fide safety hazard.

36.03 Port of Seattle Long Term Care Insurance. Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care insurance plan made available to Port non-represented employees. Eligibility and participation of employees will be subject to the terms and conditions of such plan including any plan amendments, revisions or possible cancellation. It is further agreed that the content of the plan itself, plan administration and

any determination made under the plan shall not be subject to the grievance procedure or to any other provisions of this Agreement or to negotiation by the Union.

36.04 Time Clocks. All employees will be required to punch in and out on designated time clocks. Employees will be paid for all time worked.

36.05 Commuter Benefits. The Port agrees to extend to members of the bargaining unit a discount priced ORCA card on the same basis as such benefit is provided to non-represented employees. The Port reserves the right to modify or discontinue the benefit without a duty to bargain if the benefit is modified or discontinued for non-represented employees.

36.06 Employee Parking. For the life of this Contract employee parking shall be provided at no cost to the employee at places designated by the Port. Additionally, vacation parking shall be provided at no cost to employees on the same basis as provided to non-represented employees as long as such benefit is provided.

### **ARTICLE 37 - TRANSFER OF WORK/CONTRACTING**

The Port of Seattle will not contract out any of the work presently being done by PSRRs and bus drivers during the term of this Agreement. It is understood that no Port client or customer is forced to utilize Port services. The Port will not suggest to the customer or client that it would be more economically feasible for the customer to use services other than those provided by the Port. It is also understood the Port may not have any control over the decision of the customer or client in selecting certain services or service providers.

### **ARTICLE 38 - BUSINESS PARTNERSHIP COMMITTEE**

1. The Port and the Union agree to establish a joint labor-management Business Partnership Committee to deal with issues relevant to the Port's ground transportation and public parking operations.
2. The BPC's mission or purpose is to use the collaborative problem-solving process to make recommendations in areas critical to the Port's ground transportation and public parking operations by expanding the involvement of employees in the management decision-making process.
3. The BPC may, for example, look at job enhancements, service levels, work practices, health and safety concerns, increased productivity, training opportunities, and the best practices of other organizations' ground transportation and public parking operations.
4. The BPC will develop recommendation(s) for action by Port Aviation Operations management on issues related to the mission of the BPC.
5. If Port Aviation Operations management cannot support a BPC recommendation, pertinent issues and information will be shared with the BPC.

6. To insure that the Business Partnership Committee can effectively carry out its mission, it will enforce the following standards for its members and Port and Union representatives with whom it works:
  - There will be open, immediate and candid sharing of all information that affects the Port's ground transportation and public parking operations;
  - The BPC will be a partnership in both substantive and procedural decisions involving the Port's ground transportation and public parking operations;
7. The BPC will be made up of two (2) Port managers representing Employee Parking and Public Parking and the Port's assigned Labor Relations Manager and two (2) Union employee representatives and the Union's assigned Business Agent. Other representatives may be added as needed and agreed upon by the BPC.
8. The BPC will not discuss pending grievances or interpret the Agreement. Budget matters and fundamental business decisions may not be appropriate for thorough review by the BPC.
9. The BPC will meet within fifteen (15) days of ratification and on a regular basis thereafter to:
  - Determine BPC roles and responsibilities;
  - Develop ground rules (which may include ground rules from bargaining); and
  - Develop and implement a work plan.
10. Approved minutes of BPC meetings will be distributed to all employees, management representatives and other Port personnel associated with the Port's ground transportation and public parking operations.
11. The Port and the Union will commit sufficient resources to the BPC so that it can effectively carry out its mission. Port and Local 117 staff will be available to assist the BPC.
12. Employees on the BPC will attend meetings and conduct BPC business on work time (not including overtime).
13. In line with the BPC's mission, the BPC may change its focus during the term of the Agreement due to changes in the Port's ground transportation and public parking operations.

## **ARTICLE 39 - MANAGEMENT RIGHTS**

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

39.02 The Port reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management rights, it is not intended that any other provision of this Agreement providing a specific benefit or perquisite to employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

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

- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- c. To determine the keeping of records;
- d. To establish employment qualifications for new employee applicants, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;
- e. To determine the mission, methods, processes, means, policies, and personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; and making facility changes;
- f. To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;
- g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;
- h. To establish reasonable work rules, and to modify training;
- i. To approve all employees' vacation and other leaves;
- j. To take whatever actions are necessary in emergencies (including runway incidents, extreme weather, automated system failure, and public safety threats) in order to assure the proper functioning of the Department; and
- k. To manage and operate its Departments, except as may be limited by provisions of this Agreement.

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



**ARTICLE 40 - TERM OF AGREEMENT**

The term of this Agreement shall be June 1, 2012 through May 31, 2015. Effective dates for individual provisions will be as negotiated, herein.

**PORT OF SEATTLE**

**TEAMSTERS LOCAL UNION  
NO. 117/IBT**

\_\_\_\_\_  
**TAY YOSHITANI**  
**Chief Executive Officer**

\_\_\_\_\_  
**TRACEY A. THOMPSON**  
**Secretary-Treasurer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Appendix "A"

**GRIEVANCE FORM  
TEAMSTERS LOCAL UNION NO. 117**

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

Member's Name \_\_\_\_\_ Job Classification \_\_\_\_\_

Member's Address \_\_\_\_\_

Shift \_\_\_\_\_ Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Date of Hire \_\_\_\_\_

Cellular Phone ( \_\_\_\_\_ ) \_\_\_\_\_ E-Mail \_\_\_\_\_

TYPE OF GRIEVANCE:  Discharge  Suspension  Seniority  Other (Specify) \_\_\_\_\_

1. Date and time of violation: \_\_\_\_\_

2. Section(s) of contract violated: \_\_\_\_\_

3. Exact location violation occurred: \_\_\_\_\_

4. Name(s) of witnesses: \_\_\_\_\_

5. Name(s) of supervisor(s) involved: \_\_\_\_\_

6. What should be done to correct the grievance: \_\_\_\_\_

Briefly describe what happened: \_\_\_\_\_

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

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

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

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

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

