

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**



**Port of Seattle**

**And**

**Teamsters Local Union No. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

**REPRESENTING POLICE SPECIALISTS**



**Term of Agreement**

**July 1, 2012 - June 30, 2015**

# TABLE OF CONTENTS

## PORT OF SEATTLE POLICE SPECIALISTS

<u>ARTICLE</u>	<u>PAGE</u>
Article 1 - Purpose of Agreement -----	1
Article 2 - Union Recognition -----	1
Article 3 - Union Security -----	1
Article 4 - Payroll Deduction -----	2
Article 5 - Business Representative Access -----	2
Article 6 - Bulletin Board -----	2
Article 7 - Equal Employment Opportunity -----	2
Article 8 - Management Rights -----	2
Article 9 - Seniority -----	3
Article 10 - Jury Duty/Court Appearances -----	4
Article 11 - Bereavement Leave -----	5
Article 12 - Hours of Work and Overtime -----	5
Article 13 - Vacation -----	7
Article 14 - Holidays -----	9
Article 15 - Requested Benefits -----	10
Article 16 - Leave Without Pay -----	11
Article 17 - Sick Leave -----	12
Article 18 - Health and Welfare Programs -----	14
Article 19 - Pensions -----	15
Article 20 - Performance of Duty, Strikes and Lockouts -----	15
Article 21 - Savings Clause -----	15
Article 22 - Entire Agreement -----	16
Article 23 - Appendices Incorporated into Agreement -----	16
Article 24 - Grievance Procedure -----	16
Article 25 - Conference Board -----	18
Article 26 - Term of Agreement -----	19
Appendix "A" - Pay Rates -----	20-21
Appendix "B" - Drug Testing / Substance Tests -----	22-26
Memorandums of Understanding	
Re: Break and Lunch Periods -----	27
Re: Retroactive Payment -----	28

## **AGREEMENT**

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

This mutual Collective Bargaining Agreement (hereinafter referred to as the 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), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

### **ARTICLE 2 - UNION RECOGNITION**

The Port recognizes the Union as the sole and exclusive bargaining agent for Port of Seattle employees working in the police specialist classification and excluding the department head, supervisors, confidential employees and all other employees of the Employer.

### **ARTICLE 3 - UNION SECURITY**

3.01 All employees coming to work under this Agreement must join the Union after thirty (30) days of employment and thereafter maintain membership with the Union in good standing or will be subject to termination.

3.02 No employee shall be discriminated against for upholding Union principles, and any employee who serves on a committee shall not lose his/her job or be discriminated against for this reason. No employee shall be disciplined for any reason without just cause.

3.03 No employee will be terminated under this Article if the Port has reasonable grounds for believing:

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

3.04 The Port shall discharge or otherwise cause the termination of employment of noncomplying employees upon receipt of written request by the Port's Director of Labor Relations from the Union. Prior to sending a written request for termination to the Port, the Union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

3.05 The Union agrees to indemnify and save the Port harmless against any liability, which may arise by reasons of any action(s) taken by the Port to comply with the provisions of this Article.

#### **ARTICLE 4 - PAYROLL DEDUCTION**

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

#### **ARTICLE 5 - BUSINESS REPRESENTATIVE ACCESS**

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

#### **ARTICLE 6 - BULLETIN BOARD**

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

#### **ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY**

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee, applicant for employment, any Union member, or applicant for membership because of race, creed, color, national origin, sex, honorably discharged veteran or military status, Vietnam era veteran, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, unless the absence of such physical, mental, or sensory disability, or age, is a bona fide occupational qualification. The Port and Union agree that this Article shall comply with applicable federal and state laws.

#### **ARTICLE 8 - MANAGEMENT RIGHTS**

8.01 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.

8.02 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.

8.03 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, 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, policies, and to modify training;
- (i) To approve all employee vacations and other leaves;
- (j) To take whatever actions are necessary in emergencies 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.

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

## **ARTICLE 9 - SENIORITY**

9.01 An employee's seniority date shall be the most recent date of hire in the bargaining unit. The employees shall be subject to a twelve (12) calendar month probationary period following such date of hire. The probationary period may be extended, by mutual agreement of the Port and the Union, if the probationary employee has been absent due to bona fide illness or other legitimate reason. Employees that are separated from employment before the completion of their twelve (12) month probationary period shall not be subject to recall rights as outlined in Section 9.02 of this Article.

An employee promoted to a position within the Police Department that is outside the Police Specialist bargaining unit may choose to return to the Police Specialist unit if he/she fails to successfully pass the probationary period for the promotional position. After receiving notice that he/she has not successfully passed probation, within five (5) business days the employee must notify the Administrative Division Manager of his/her intent to return to his/her prior position in the unit. Such employee will have his/her seniority in that classification restored to the same level accrued prior to leaving. An employee who is terminated for misconduct is not eligible to return to the Police Specialist bargaining unit under the terms of this Article.

9.02 Seniority shall prevail in the event of a layoff; thus, the last employee hired into the bargaining unit shall be the first laid off. Employees laid off in accordance with the provisions of this Article will be eligible for rehire in the inverse order of layoff for a period of one (1) year following layoff. Employees recalled pursuant to this provision retain their seniority based on their original date of hire into the bargaining unit, but no seniority or any benefits shall accumulate during the time that the employee was on layoff. However, employees that are separated from employment before the completion of their probationary period shall not be subject to recall rights as outlined in this Article.

9.03 In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff at least fourteen (14) days prior to termination.

9.04 Seniority shall be a primary consideration when making job assignments. However, based on the skills and qualifications of the employee, management may require particular employees in specific job assignments.

9.05 Shift preference and vacation scheduling shall be done so that seniority is the primary consideration. Vacation scheduling and shift bidding shall be by Department Policy and Procedures.

9.06 Seniority shall only be broken in the event of retirement, voluntary quit, discharge for just cause, leave of absence exceeding six (6) weeks, or layoff exceeding one (1) year.

9.07 A seniority list shall be provided to the Union on request.

9.08 Should the need arise for a permanent reduction in force under this Agreement, the Port agrees to meet with the Union for the purpose of negotiating the effects of such decision.

## **ARTICLE 10 - JURY DUTY/COURT APPEARANCES**

10.01 Jury Duty. When an employee is called for and serves on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, less any compensation received from the court for such service (excluding travel, meals, or other expenses). Port compensation for jury duty only applies to absence from regularly scheduled work hours. Employees shall forward their jury duty compensation paid by the court to the Port's payroll section upon return from jury duty and receipt of the compensation

paid by the court. If an employee is released from jury service prior to the end his/her scheduled work hours, the employee shall immediately call into work and report to duty or use vacation to cover remaining hours.

10.02 Subpoenaed Witness. For service as a subpoenaed witness on a Port-related case, that employee shall, during such service period, receive full regular compensation from the Port. Port compensation outside of regularly scheduled work hours is payable at the overtime rate if such service is in excess of the normal daily or normal weekly working hours' schedules. The employee may use accrued vacation leave for service as a subpoenaed witness on a non-Port-related case, as no regular compensation will be provided by the Port for such purposes.

10.03 Grievances or Arbitrations Excluded. This Article shall not apply to either grievances or arbitrations, which are defined in Article 24 of this Agreement.

## **ARTICLE 11 - BEREAVEMENT LEAVE**

11.01 Employees who have been employed for thirty (30) or more days of uninterrupted service, and who have suffered the loss by death of a member of their immediate family, as defined in this Article, shall be eligible to receive up to forty (40) hours of leave per bereavement, at the discretion of the employee's supervisor, and under the supervision of the Chief of Police. Such leave shall not result in compensation for more than the number of hours in any normal work week.

11.02 "Immediate family" shall be defined as the spouse or domestic partner of the employee, and the following relatives of either the employee, spouse, or domestic partner: child, step-child, child's spouse, grandchild, parent, step-parent, grandparent, sibling, and sibling's spouse. In special circumstances, the Chief and/or Human Resources may include other relatives in the definition for purposes of bereavement leave.

11.03 Individual circumstances, such as distance to the funeral and the extent of employee involvement with the arrangements for the deceased, shall be considered in determining the number of hours to be granted an employee.

11.04 Following use of bereavement leave, in case of death of an employee's spouse, domestic partner (as defined under the Port's Salary and Benefits Resolution), or child, an employee will have the option to use up to two (2) work weeks of his/her accrued sick leave.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

12.01 Designated Workweek. The normally scheduled workweek shall be comprised of forty (40) hours, defined by the Port as beginning at 12:01 a.m. on Sunday and ending at midnight on Saturday. Port payroll shall be on an eighty (80) hour biweekly basis

12.02 Hours of Duty. The normally scheduled workweek for members affected by this Agreement shall be five (5) consecutive days of eight (8) consecutive hours, with two (2) consecutive days off, with an unpaid period allowed for lunch. Such lunch period to be either one-half (½) hour or one (1) hour by employee's option. Otherwise the basic work schedules

and practices, including flex time, shall remain in effect except as mutually agreed between the Port and the Union.

12.03 It is the intent of the Port to provide full-time work (i.e. forty (40) hours per week); however, this is not to be interpreted as a forty (40) hour guarantee. This language does not eliminate any existing obligation to bargain a change to an employee's regular schedule.

12.04 Overtime Pay and Exceptions. All hours worked in excess of eight (8) hours per workday, or forty (40) hours per workweek, shall be paid at the rate of time and one-half (1½) the employee's regular straight time rate of pay. All compensated hours shall apply to workdays and/or workweeks for the qualification of overtime; however, holiday cash-out pay, as specified in Article 14.02(b)(2), shall not count as hours worked or compensated for calculation of overtime thresholds. There shall be no compounding or "pyramiding" of overtime pay.

12.05 Shift Premiums. When an employee who normally is scheduled on night shift fills in for a day shift assignment, such employee shall continue to receive shift premium.

Shifts shall be defined by starting times as follows:

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

The Port shall provide the Union with at least thirty (30) days written advance notice prior to assigning any shift which starts prior to 6:00 a.m. or ends after 7:30 p.m. The Port will fill such shifts by seniority.

12.06 Wage Reduction. No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement, for the class of work in which he/she is engaged, shall suffer a reduction in the rate of wages because of the adoption and application of this contract.

12.07 Mealtime Disruption. In the event that an employee is called back to work from mealtime, and is not provided a meal period of reasonable duration later in his/her shift, such employee shall receive overtime pay for the remainder of the mealtime not taken. If any employee independently or without proper authorization elects not to take mealtime, such employee shall not receive overtime payment for the mealtime missed.

12.08 Notice of Shift Change. Except in emergencies, employees shall be provided with seven (7) days' advance notice in the event of shift change.

12.09 Approval for Overtime Work. Authority for approval of any overtime work shall be limited to Departmental management or its designees.

12.10 Call Back. In the event that overtime which has been specifically authorized by supervisory or command personnel is not an extension at the beginning or end of a normal



shift, the employee shall be paid for a minimum of four (4) hours at the overtime rate for the employee's classification, or for the actual hours worked at the overtime rate if in excess of four (4) hours. When an employee is called at home and asked to perform a service directly related to his/her work activity, such employee will be compensated one (1) hour at the overtime rate of pay.

12.11 Pagers/Cellular Phones & Stand-By. Employees may be required by the Department to carry and monitor pagers/cellular phones while off-duty. If an employee is specifically directed by a supervisor to be available and on stand-by for a specific assignment, such employee shall be considered available for work within one (1) hour, and will be compensated at ten percent (10%) of his/her straight-time hourly rate for each hour so assigned.

12.12 Training. Notwithstanding Section 12.07, the normal workweek and normal workday for employees may be modified by management to accommodate training or educational requirements.

12.13 Daylight Savings Time. It is the intent of the Parties that employees working during Daylight Savings Time changes be paid only for actual hours worked. Employees who are working on night shift in the spring, when the clocks are moved forward one (1) hour (other than those who are scheduled to be off at 0200 hours), will be required to either: (a) utilize one (1) hour of paid vacation leave, or (b) to go unpaid for one (1) hour. Employees who are working on night shift in the fall, when the clocks are moved back one (1) hour (other than those who are scheduled to be off at 0200 hours), will be paid one (1) hour at the overtime rate of pay.

## **ARTICLE 13 - VACATION**

Annual vacation with pay shall be granted to all employees on the following basis:

13.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, regular permanent employees (any employee hired from a Port posting) may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Department Head. Seniority shall be considered in accordance with departmental procedures when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Department Head on a vacation request form five (5) days or more in advance; more notice may be required by the Department Head when necessary to provide for proper scheduling of personnel. The Department Head or Management Designee will respond to the vacation request within two (2) working days after receipt of the request. It is the employee's responsibility to ensure that the request has been received by the Department Head or Management Designee.

13.02 Limits on Accumulating Vacation Leave. Vacation leave accumulation shall be limited to a twenty-four (24) month accrual at any time. Any portion above a twenty-four (24) month accrual of unused vacation leave shall be forfeited, unless the reason for not taking such vacation leave is at management's direction, such as under emergency conditions; in

such event, unused vacation leave shall not be forfeited. Employees shall be responsible for scheduling annual leave in order to avoid any forfeiture of vacation leave.

13.03 Rates of Accrual. Vacation accruals are based on the employee's date of hire with the Port. Based upon a pro rata share of a full-time work schedule, vacation leave is earned as follows:

- (a) 80 Hours Vacation. Based on the first day of employment, from the first full month to and including the thirty-sixth (36<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of .03847 hours per straight-time hour compensated ( $.03847 \times 2080$  annual hours = 80 vacation hours per year).
- (b) 120 Hours Vacation. From the thirty-seventh (37<sup>th</sup>) full month to and including the eighty-fourth (84<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of .05770 hours per straight-time hour compensated ( $.05770 \times 2080$  annual hours = 120 vacation hours per year).
- (c) 140 Hours Vacation. From the eighty-fifth (85<sup>th</sup>) full month to and including the one hundred thirty-second (132<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of .06731 hours per straight-time hour compensated ( $.06731 \times 2080$  annual hours = 140 vacation hours per year).
- (d) 160 Hours Vacation. After completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133<sup>rd</sup>) month, permanent employees shall accrue vacation leave at the rate of .07693 hours per straight-time hour compensated ( $.07693 \times 2080$  annual hours = 160 vacation hours per year).
- (e) 176 Hours Vacation. After completion of twenty (20) years of continuous employment starting with the two hundred forty-first (241<sup>st</sup>) month, permanent employees shall accrue vacation leave at the rate of .0846 hours per straight-time hour compensated ( $.0846 \times 2080$  annual hours = 176 vacation hours per year).
- (f) 192 Hours Vacation. After completion of twenty-five (25) years of continuous employment starting with the three hundred and first (301<sup>st</sup>) month, permanent employees shall accrue vacation leave at the rate of .0923 hours per straight-time hour compensated ( $.0923 \times 2080$  annual hours = 192 vacation hours per year).

13.04 Proration for Part-Time Employees. Vacation accrual shall be prorated for all employees who work less than a full-time schedule. When an employee goes from part-time to full-time status, the vacation eligibility date shall be adjusted based on the actual hours worked as a part-time employee.

13.05 Payment for Vacation Leave at Termination. Upon termination, regular permanent employees, with more than six (6) months of Port employment, shall receive a lump sum payment in lieu of unused vacation leave, based on limitations stated above and as further limited by this Article. Pay for unused vacation leave shall be computed through the last day of employment. This Section may be subject to modification to meet legal requirements in the event of further changes in State law.

## **ARTICLE 14 - HOLIDAYS**

14.01 Effective at the signing of this Agreement, twelve (12) paid holidays shall be recognized and observed, as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>
One (1) "Floating" Holiday	Designated by Port each year
Two (2) "Floating" Holidays	Designated by employee each year, with approval of the Department Head

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

14.02 Holiday pay shall be one (1) day's pay at the straight-time rate, based on the employee's normal work schedule, and will not exceed one (1) regular workday; provided, holiday pay is subject to the following conditions:

- (a) If Department management determines that it is possible to schedule an employee for a day off from the normal work schedule when a designated holiday occurs, such employee shall be required to take that holiday off.
- (b) When the holiday falls on the employee's normal day off, the employee may choose from one of two options:
  - (1) The employee may elect to schedule any other day within the pay period as a day off on holiday pay; or
  - (2) The employee may elect not to take another day off, and instead, cash-out one (1) day's holiday pay at the straight time hourly rate. Selecting this option does not constitute hours worked or compensated for purposes of calculating overtime.

- (c) Subject to (a) above, if the employee is required to work on the designated holiday, the employee may not elect to take another day off. Such employee shall receive one (1) day's holiday pay at the straight-time hourly rate, in addition to pay at the overtime rate for all hours worked on the designated holiday.

14.03 Holiday pay shall be prorated for all employees who work less than a full-time schedule. If an employee is on leave without pay the day before and the day after a holiday, the employee's eligibility for holiday pay will be pro-rated based on the hours paid in the prior sixty (60) calendar days.

14.04 Any employee hired into the bargaining unit after June 30<sup>th</sup> is eligible for one floating holiday designated by the employee for that calendar year.

## **ARTICLE 15 - REQUESTED BENEFITS**

The Port agrees to provide the following benefits requested by the Union:

- (a) Washington State Public Employees Retirement System.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) Social security insurance (FICA) as covered by the Federal Insurance Contribution Act. (Contingent on retention of the program for all Port employees.)
- (d) Free parking limited to employees on duty status.
- (e) Credit union participation.
- (f) Locker and lunch facilities.
- (g) Washington State Workers' Compensation
- (h) Educational assistance for employees shall be subject to approval of the Department Head. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Department Head, the Port shall provide reimbursement limited to job related educational curricula.
  - (1) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee, that captures the employee's study and career goals.
  - (2) The employee should normally expect to provide a minimum of two (2) years of service to the Port upon completion of study toward a college degree. This is not a repayment provision.
- (i) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised on December 8, 1981. Eligibility and participation of employees shall be subject to

the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 24) or to any other provisions of this Labor Agreement or to negotiation by the Union.

- (j) Pacific Coast Benefits Plan. The Port agrees to contribute to the Pacific Coast Benefits Plan, on account of each of its employees who perform the work covered by this Agreement, for every hour for which compensation was paid, as follows:

Effective January 1, 2009: One dollar and thirty five cents (\$1.35) per hour compensated.

- (k) Effective the first (1<sup>st</sup>) of the month following date of hire, eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate rounded up to the next one hundred dollars (\$100.00). Eligible dependents shall receive life insurance benefits in such amount and in such manner as are provided in contracts by the Port to provide such benefits. Employees shall also be covered by the AD&D policy provided by the Port.

- (l) Travel, Mileage, and Expenses Reimbursement. The Parties recognize federal and state audit requirements, and hereby agree to comply with the Port's accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations, and use of a Port credit card. Employees who use their personal vehicles for Port business will be reimbursed, provided such use is required and authorized by Department management. Such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the Port Commission for Port employees. However, at no time shall the amount be less than the IRS approved mileage rate. Requests for mileage reimbursement must be submitted according to Port policy.

- (m) 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.

## **ARTICLE 16 - LEAVE WITHOUT PAY**

16.01 After one (1) year of service, an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. Requests for such leaves shall be submitted in writing to the Department Head for approval thirty (30) days in advance of the leave time period. In emergency situations, the notification may be waived at the option of the Department Head.

- 16.02 Leave approval considerations shall include:
- (a) The purpose and length of requested leave;
  - (b) The employee's length of service;
  - (c) The effect of such an extended absence on departmental operational efficiency;
  - (d) Employee past performance and attendance; and
  - (e) In establishing the priority for such leaves, mutual benefit to the Port shall also be a consideration. For example, leaves of absence for educational purposes shall receive greater priority than leaves for the purpose of travel.

16.03 In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks, but shall not exceed one (1) year, at the discretion and approval of the Chief and/or Port's Executive Department. An employee shall suffer no loss of seniority for time spent on approved leave of absence of six (6) weeks or less, in accordance with Article 9 of this Agreement.

16.04 Under normal conditions, leaves of absence shall not be granted for the purpose of seeking or engaging in other employment. Any exception to this provision shall be at the sole discretion of the Department Head.

## **ARTICLE 17 - SICK LEAVE**

17.01 Sick Leave Accrual. Employees shall accrue sick leave at the rate of 0.04616 per straight-time hour compensated, but not to exceed the equivalent of ninety-six (96) hours per year ( $0.04616 \times 2080 \text{ hours} = 96 \text{ hours}$ ). On a pro rata basis of a full-time work schedule, sick leave accruals will be posted on the first payday of the month for any sick leave earned during the prior month.

17.02 Pay Rate. Sick leave pay shall be at the straight-time hourly rate.

17.03 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.

17.04 Maximum Accrual. An employee may not carry in excess of the amount that can be earned in a five (5) year period at the rate of ninety-six (96) hours per year (thus, a maximum of four hundred eighty [480] hours). Any excess sick leave shall be void and non-compensable.

17.05 Pooled Leave. Eligible salaried employees may build up a pooled leave account to use as service time during later employment years for such reasons as a sabbatical, educational leave, civic duty leave other than that covered in Section VII.B.2.a. of the Port Salary and Benefit Resolution, or at retirement or termination. See Port Policy HR-5, Leaves, for detailed pooled leave procedures.

- (a) Vacation Conversions/Forfeiture. When a maximum accumulation limit is reached, additional accruals will cause the oldest accruals to be converted at full value either to the pooled leave account or a temporary holding account, depending on whether the equivalent of ten (10) vacation days have been used during the payroll year. If ten (10) vacation days are not used during the payroll year, all vacation hours in the holding account will be forfeited.
- (b) Sick Leave Conversions. When the sixty (60) day accumulation limit is reached, additional accruals will cause the oldest sick leave accruals to be converted at fifty percent (50%) value to the pooled leave account.

17.06 Payoff. Unused sick leave may not be converted to cash payment, except that upon termination or retirement after five (5) years of continuous service, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the four hundred eighty [480] hour limit) at the rate of pay at termination.

17.07 Appointments. Regular full-time employees who are scheduled to work a minimum of thirty seven and one half (37.5) hours per week may be granted brief periods of paid time off for medical, dental, or other personal business appointments (such as appointments with attorneys) which could not be arranged during non-working hours. The Department Director may authorize up to twelve (12) hours per year of paid leave. Time shall be taken in no less than one half (1/2) hour increments.

17.08 Abuse of Sick Leave. Both Parties are committed to work to minimize or eliminate any abuse of sick leave.

17.09 Family Medical Leave. Family leave will be administered in accordance with current Federal and State laws, and applicable Port policies.

17.10 Shared Leave. The Parties agree to adopt a Shared Leave Program under the terms and conditions set forth in applicable Port policies covering shared leave of salaried employees.

- (a) Purpose. The Shared Leave Program enables employees to donate accrued 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.
- (b) Participation. Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating accrued leave for purposes of this program.

**ARTICLE 18 - HEALTH AND WELFARE PROGRAMS**

18.01 Effective July 1, 2012 (June 2012 hours), and each month thereafter during the period this Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each employee who received compensation for eighty (80) hours or more in the previous month the following:

- a. Health and Welfare - Contribute the sum of \$1,142.10 per month for continued benefits under "PLAN A" as described below:

Medical "Plan A" (Including Domestic Partner Coverage)	\$1,114.70
Nine (9) Month Additional Waiver	\$ 11.40
Time Loss "Plan A" (\$400/week)	<u>\$ 16.00</u>
Total	\$1,142.10

- b. Dental - Contribute the sum of \$127.79 per month for continued benefits under "PLAN A" (including Domestic Partner Dental Coverage).
- c. Vision - Contribute the sum of \$14.20 per month for continued benefits under the "EXTENDED BENEFITS" (including Domestic Partner Vision Coverage)

Effective July 1, 2012, the Employer shall pay the full monthly contribution towards the cost of the Health & Welfare, Dental and Vision benefits.

Effective July 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.

18.02 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 this Agreement, the Port shall pay such premium increases as determined by the Trustees.

18.03 The Union may establish supplemental insurance programs for the employees under this Agreement. All of the premiums for such plans, if established, shall be paid for by the employees covered. If the Port is to process payroll deductions from employees to pay the insurance carrier on the employees' behalf, the Plan shall be subject to approval by the Port in regard to the responsibility of ongoing administration and related details.

18.04 On the first day following one hundred eighty (180) days of full-time employment (or nine hundred and seventy-five [975] hours for part-time employment), eligible employees shall be covered for long-term disability insurance in such amounts and in such



manner as the Port has established with insurance companies or agencies providing such benefits.

18.05 The Port agrees to provide and maintain Group Health or Alternative HMO's as provided in Trust as a covered plan for employees and their dependents.

18.06 Retirees' Health & Welfare. The Port shall contribute the following for continued benefits under the Retirees' Welfare Trust "RWT-PLUS PLAN," and effective January 1, 2009, the Port shall reduce each member of the bargaining unit's wages by an amount equal to one half (½) of the monthly premium per member.

Effective July 1, 2012	\$94.85
Effective January 1, 2013	\$94.85
Effective January 1, 2014	TBD
Effective January 1, 2015	TBD

## **ARTICLE 19 - PENSIONS**

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

## **ARTICLE 20 - PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

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

20.02 The Port agrees that there shall be no lockouts.

20.03 The conditions stated in Sections 20.01 and 20.02 of this Article shall remain in effect with or without a signed Collective Bargaining Agreement.

20.04 If a party is alleged to have violated this Article, the Parties agree to submit the alleged violation of this Article to expedited binding arbitration.

## **ARTICLE 21 - SAVINGS CLAUSE**

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

## **ARTICLE 22 - ENTIRE AGREEMENT**

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

22.02 The Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

## **ARTICLE 23 - APPENDICES INCORPORATED INTO AGREEMENT**

Pay Rates (Appendix A) and Drug Testing (Appendix B) are conditions agreed to and are hereby incorporated into the Agreement by this Article.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

24.01 Grievance Defined. Any dispute regarding the interpretation or application of this Agreement shall be regarded as a grievance and shall be subject to the terms of this grievance procedure.

24.02 Discipline. The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves a discharge, suspension, demotion, or written reprimand shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations, and remedial training shall not be subject to the grievance procedure.

24.03 Time Limits. All grievances shall be presented within twenty (20) days of the occurrence or the date the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union. All references to time in this Article shall be to calendar days.

24.04 Election of Forum. An employee electing to pursue a matter through the Civil Service System may not also pursue to arbitration a grievance through the grievance procedure. Any complaint that a matter constitutes a violation of Article 7 of this Agreement may not be pursued to grievance arbitration if the matter has been challenged in any other administrative or judicial forum.

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

24.06 Employer Grievances. Port grievances will be initiated at Step 2.

24.07 Waiver of Steps. By mutual agreement, the parties may agree to waive any step in the grievance procedure.

### **STEP 1**

The affected employee shall present the grievance in writing to the Administrative Division Manager. A Shop Steward or Business Representative may present the grievance on the employee's behalf. Either party may request to convene a meeting to discuss the grievance within ten (10) days of the filing of the grievance. If the parties are unable to arrive at a satisfactory settlement, the Administrative Division Manager (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative and, if requested by the grievant, the Shop Steward. The response shall be issued no later than ten (10) days after the date the grievance was initially filed or the date of the grievance meeting, if a grievance meeting occurred. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the Administrative Division Manager's response, or the date the response was due.

### **STEP 2**

Initiation of Step 2. The Union's Business Representative shall present the grievance in writing to the Chief of Police (or designee) or the Port will present the grievance in writing to the Union's Business Representative. The written grievance shall contain a statement of the relevant facts, the section(s) of the Agreement allegedly violated, and the remedy that is sought.

Class Grievances. With respect to issues affecting more than one bargaining unit employee, the Union may elect to file a grievance at Step 2 without the need for the individual employee(s) to file the grievance at Step 1. The twenty (20) day time limit referenced in Section 24.03, as well as the other requirements of this Article, shall be applicable to such filing.

Step 2 Meeting. Within fourteen (14) days after the initiation of Step 2, the Union's Business Representative and the Chief of Police (or designee) shall meet to discuss possible resolution of the grievance. If the Parties are unable to arrive at a satisfactory settlement, the responding party will issue a written response to the grieving party within ten (10) days of the meeting. The grieving party may refer the grievance to Step 3 within ten (10) days of receipt of the response or the date the response was due.

### **STEP 3**

Initiation of Step 3. The Union shall notify the Chief of Police and the Port's Labor Relations Representative or the Port shall notify the Union's Business Representative, in writing, of its desire to move the matter to a Board of Adjustment.

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be heard no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. The Port's Labor Relations Representative, the Chief of Police (or designee), and two (2) Union Representatives shall be present, and both sides shall have an

opportunity to present all information that they have relating to the grievance. If a resolution is reached, the Parties will document the agreement in writing. If the Parties are unable to arrive at a settlement, the grieving party may refer the matter to Step 4 within ten (10) days following the Board of Adjustment hearing.

#### **STEP 4 – ARBITRATION**

Initiation of Step 4. The grieving party may initiate Step 4 by filing a written request with the other party, specifying the issue to be arbitrated.

Selecting an Arbitrator. The Port and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. The Parties agree to equally split any costs associated with obtaining a list of arbitrators from FMCS. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first initiative through a coin flip.

The Hearing. 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(s) submitted to him/her for arbitration, and shall not have the authority to determine any other issue(s) not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union, and the Port. The fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses, and costs, including attorney fees, witness compensation, and transcript requests.

#### **ARTICLE 25 - CONFERENCE BOARD**

25.01 The Conference Board is intended to serve as a communication support and perform like a Business Partnership Committee.

25.02 There shall be a Department Conference Board consisting of up to three (3) employees named by the Union (one of whom may be the Business Representative) and up to three (3) representatives from Management (one of whom may be a representative from Labor Relations). The Chief of Police, or his/her representative(s), shall be present to the maximum extent practicable, but any of the up to six (6) members may be replaced with an alternate from time to time. It is also agreed that either Party may add additional members to its conference board committee whenever deemed appropriate. The Conference Board shall only consist of members of the bargaining unit and Department(s) affected by the issue(s) being discussed.

25.03 The Conference Board shall meet at the request of the Union or the Port and shall consider and discuss matters of mutual concern pertaining to the improvement of the

Department and the safety and welfare of the employees. These matters may include issues of development, committee membership, special team/unit assignments, testing, et cetera.

25.04 The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a communications and consultative capacity to the Chief of Police. Accordingly, the Conference Board will not discuss grievances properly the subject of the grievance procedure, except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Union representatives or the Port representatives may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees.

25.05 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting, and minutes may be kept and made available to members. Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

25.06 The Conference Board shall provide an answer to those issues/questions brought before it within a mutually agreed upon time.

**ARTICLE 26 - TERM OF AGREEMENT: JULY 1, 2012 TO JUNE 30, 2015**

All conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. The Agreement may be opened by either party giving notice, in writing, not later than sixty (60) days prior to the expiration date.

**PORT OF SEATTLE**

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

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

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

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

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

## APPENDIX A

### PAY RATES

#### I. BASE WAGES

<u>Classification</u>	<u>Service Time</u>	<u>Effective 7/1/12 Base Hourly Rate (+ 2.9%)</u>	<u>Effective 7/1/13 Base Hourly Rate (+ 2.15%)</u>
Police Specialist	Entry	\$20.24	\$20.68
	6 Months	\$21.93	\$22.40
	18 Months	\$24.12	\$24.64
	30 Months	\$25.84	\$26.40

Effective July 1, 2012, base pay rates shall be increased one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U, April to April, with a zero percent (0%) minimum and a six percent (6%) maximum (resulted in a 2.9% base pay increase), rounded to the nearest whole cent.

Effective July 1, 2013, base pay rates shall be increased by 2.15%.

Effective July 1, 2014, base pay rates shall be increased one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U, April to April, with a zero percent (0%) minimum and a six percent (6%) maximum, rounded to the nearest whole cent.

#### II. LONGEVITY PAY

Base pay for the Police Specialist classification shall be increased by the following longevity premium schedule based upon date of hire.

- A. 2% Longevity Premium. From the start of the sixty-first (61<sup>st</sup>) full month to and including the one hundred eighth (120<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).
- B. 3% Longevity Premium. From the start of the one hundred twenty-first (121<sup>st</sup>) full month to and including the one hundred eightieth (180<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of three percent (3%).
- C. 4% Longevity Premium. From the start of the one hundred eighty-first (181<sup>st</sup>) full month to and including the two hundred fortieth (240<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of four percent (4%).
- D. 5% Longevity Premium. From the start of the two hundred forty-first (241<sup>st</sup>) full month to and including the three hundredth (300<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).

- E. 6% Longevity Premium. From the start of the three hundred first (301<sup>st</sup>) full month and beyond of continuous employment, permanent employees shall be paid a longevity premium of six percent (6%).

**III. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS**

- A. Shift Differential. Employees shall receive a shift differential of seven and one-half percent (7.5%) over their regular rate when required to work swing (second) shift, and ten percent (10%) over their regular rate when required to work the night (third) shift.
- B. Educational Incentive. Base pay for Police Specialists who have successfully completed the probationary period shall be increased by the following educational incentive schedule.

2%	Associate of Arts Degree
4%	Bachelor's Degree

- C. Overtime Rate. Overtime shall be paid at one and one-half (1½) times the rate of pay for the work performed. There shall be no compounding or "pyramiding" of overtime pay. "Hours of Work and Overtime" are covered in Article 12 (See also Article 14, "Holidays").
- D. Severance. Should the need arise for a permanent reduction in force in a classification covered by this Agreement the Port agrees to meet with the Union for the purpose of negotiating the effects of such decision. Such impact negotiations will include severance payments, if any, and timing and notice period for said reduction.
- E. Payroll. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

All employees covered by this Agreement will receive bi-weekly pay. In no case shall the Port hold back more than fourteen (14) days' pay. No deductions shall be made from pay checks without the written consent of the employee, except as provided by federal, state, or municipal law. The Port agrees that if there is a payroll error resulting in an employee being owed one hundred dollars (\$100.00) or greater 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 two (2) regular work days. If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross straight-time pay, or if there is a payroll error resulting in an employee being owed any amount of overtime, the Port will include the pay correction on the employee's next regular paycheck.

**APPENDIX B**  
**DRUG TESTING**  
**SUBSTANCE TESTS**

**PREAMBLE**

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local 117 Police Clerical Employee's Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

The drug testing procedure, agreed to by labor/management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures.

As referred to herein, testing shall be applicable to all entry level probationary employees and to any other employee for whom the Port has a reasonable suspicion that the employee is working while under the influence of alcohol or drugs.

- A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- B. Preconditions to Drug Testing. Before an employee may be tested for drugs or alcohol based upon reasonable suspicion, the Port must meet the following prerequisites:
  - 1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
  - 2. The Port shall provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  - 3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
  - 4. Lieutenants or higher ranked officers or managers shall be the department representative to authorize or approve a drug/alcohol test.
  - 5. The Lieutenant or higher ranked officer or manager authorizing or approving a drug or alcohol test under this Appendix B shall provide a written report to the Chief of Police, if the employee is not part of the Police Department, and to the employee. If requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.
  - 6. The Port shall not use the drug testing program to harass any employee.



- C. The Department shall also have the discretion to order any entry level probationary employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry level probationary period. These tests will be conducted in the following manner:
1. Tests will be administered to each entry level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
  2. Entry level probationary employees shall only be tested while on duty.
  3. The providing of a urine sample will be done in private.
  4. Obtaining of urine samples shall be conducted in a professional and dignified manner.
  5. A portion of urine samples shall be preserved to permit the following:
    - a. Positive samples shall be tested by a GC/MS test.
    - b. A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

The exercise of this discretion by the Department shall be deemed a term and condition of such employee's period of entry level probation, and need not be supported by any showing of cause.

If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.

- D. Testing Mechanisms. The following testing mechanisms shall be used for any drug or alcohol tests performed pursuant to the testing procedure:
1. It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such steps as checking the color and temperature of the urine samples to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested positive. In order to deter adulteration of the urine sample during the collection process, physiologic determinations such a creatinine and/or chloride measurements may be performed by the laboratory.
  2. The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by

the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

3. Any screening test shall be performed using the enzyme immunoassay, (EMIT) method.
4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.
5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
7. Employees tested for alcohol shall be subject to the collection of a breath sample(s), conducted as defined in E (9), to determine if current consumption of alcohol is present.

E. Procedures to be used when the sample is given. The following procedures shall be used whenever an employee is requested to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All sample taking will be done under laboratory conditions and standards as provided by the selected laboratory:

1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.
2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being

drawn. The sample shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.

3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
4. When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
5. Immediately after the sample has been given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.
6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within 24 hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.
8. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.
9. All screening and confirmatory breath alcohol tests shall be conducted by certified breath alcohol technicians and in accordance with the procedures set forth in WAC 448.

F. Consequences of positive test results.

1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any disciplinary procedures are invoked as specified in Section (E) (7) and the Departmental Grievance Procedure.
2. Consistent with the conditions of the appendix, the employer may take disciplinary action based on the test results as follows:  
Confirmed positive test - Employee is subject to discharge.

G. Employee rights.

1. The employee shall have the right to a Union representative during any part of the drug testing process.
2. If at any point the results of the testing procedures specified in the appendix are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within 24 hours after the test results have been received by the employer. All positive test results will be kept confidential, and will be available only to the Chief, one designated representative of the Chief, and the employee.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the qualifications of the laboratory personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory.

# MEMORANDUM OF UNDERSTANDING

By and Between

**PORT OF SEATTLE**

And

**TEAMSTERS LOCAL UNION NO. 117**

Affiliated with the  
International Brotherhood of Teamsters

**POLICE SPECIALISTS AGREEMENT**

---

## Re: Break and Lunch Periods

The Parties signatory to a 2012-2015 Collective Bargaining Agreement covering Police Specialists agree to the following:

1. Section 12.02 of the Collective Bargaining Agreement provides for an unpaid meal period "to be either one-half (½) hour or one (1) hour by employee's option." The Police Specialists also receive two (2) fifteen (15) minute breaks per day.
2. The Police Department encourages employees to take their breaks during the middle of each four (4) hour work period.
3. For the employees' convenience, Police Specialists who take a one-half (½) hour meal period may choose to forego their daily breaks in order to combine the break time with the one-half (½) hour lunch period together for a one (1) hour block of time for their lunch period. Breaks and meal periods, whether combined or separate, must be used during the work day rather than to shorten the length of the Specialist's scheduled work hours.
4. The Port will give reasonable consideration to Police Specialists' requests to combine their breaks and lunch.
5. A Police Specialist who desires a change to his/her normally scheduled break and/or meal period must obtain advance approval from his/her supervisor.
6. This MOU will remain in effect through June 30, 2015.

All other terms and provisions of the 2012-2015 Collective Bargaining Agreement shall remain in full force and effect.

**PORT OF SEATTLE**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

By and Between

**PORT OF SEATTLE**

And

**TEAMSTERS LOCAL UNION NO. 117**

Affiliated with the  
International Brotherhood of Teamsters

**POLICE SPECIALISTS AGREEMENT**

---

**Re: Retroactive Payment**

The Port of Seattle shall make payment of any retroactive pay owed, to either current or past members of the Bargaining Unit, within sixty (60) days of the signing of the current Collective Bargaining Agreement.

**PORT OF SEATTLE**

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

---

**TAY YOSHITANI**  
Chief Executive Officer

---

**TRACEY A. THOMPSON**  
Secretary-Treasurer

---

**Date**

---

**Date**