

# COLLECTIVE BARGAINING AGREEMENT

By and Between



**Port of Seattle**

And

**Teamsters Local Union No. 117**

Affiliated with the  
International Brotherhood of Teamsters

**REPRESENTING RENTAL CAR FACILITY (RCF)  
BUS DRIVERS**



**Term of Agreement**

**March 15, 2016 – March 14, 2019**

## ***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.

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## 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 of 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 The Employer recognizes the Union as the exclusive collective bargaining representative for Rental Car Facility (RCF) Bus Drivers covered by this Agreement.

2.02 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.

2.03 This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

2.04 Two (2) weeks from the date of the execution of this Agreement the Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating each employee's initial hiring date.

2.05 Thereafter, the Employer shall submit to the Union, the names and hiring dates of all new employees and, in addition, any employee rehired. Such written notice shall be submitted to the Union not later than ten (10) days from the date of employment or re-employment of such employee. This provision shall apply only to employees in the bargaining unit.

2.06 Hiring: When new or additional employees are needed, the Employer may notify the Union of the number and classifications of employees needed. The Union may refer applicants for the vacancies to be filled.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

In addition to all the customary and usual rights, powers, functions and authority which the Port had prior to the signing of this Agreement with the Union are retained by the Port, except those rights, functions, or authority which are specifically modified by the express provisions of this Agreement.

Further, the direction of its work force is vested exclusively with the Employer. This shall include, by way of illustration, but not limited to the forgoing: the sole right and responsibility to establish new jobs, to determine staffing levels and schedules, abolish or change existing jobs, establish, revise, direct, hire, promote, demote, lay-off, discharge or discipline for cause, promulgating reasonable rules and regulations of uniform application, and to maintain discipline and efficiency of employees, which shall include but not be limited to annual performance evaluations in order to provide promotional and development opportunities, and performance management.

### **ARTICLE 4 - PAYROLL DEDUCTIONS**

4.01 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, assessments and regularly monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

4.02 The Union agrees to indemnify and hold harmless the Port for any action(s) taken by the Port pursuant to this Article.

### **ARTICLE 5 - SERVICE CHARGES**

It is hereby agreed that the Port shall pay for drug testing and any costs associated with obtaining an initial identification badge incident to hiring of employees.

### **ARTICLE 6 - 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, the Port shall pay the employee money owed no later than the next pay period, however the Port shall endeavor to pay the employee as soon as practical.

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

### **ARTICLE 7 - BUSINESS REPRESENTATIVE ACCESS**

The Port agrees to allow reasonable access, with courtesy notice to Port Management, 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 Department or the Port. This Article shall apply within the constraints of federal or state regulations and statutes and the Airport Security Plan.

### **ARTICLE 8 - BULLETIN BOARD AND ELECTRONIC MAIL**

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.

Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the Employer's electronic mail system for communications related to contract administration and sending notices to each other, provided they comply with the Ports policies governing electronic mail and internet use. In no circumstances shall use of the Employer's equipment interfere with operations and/or service to the public or violate Port policies.

### **ARTICLE 9 - UNIFORMS AND EQUIPMENT**

Uniforms necessary in the performance of bargaining unit work shall be furnished by the Port at no cost to the employee. All wage personnel will be required to wear Port authorized uniforms. A necktie black in color may be worn, but in keeping with providing service to the public, may not contain any written message(s) or symbols representative of a message.

### **ARTICLE 10 - PERFORMANCE EVALUATIONS**

10.01 Objective: Management will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the organization's objectives.

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals, and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with the department's requirements.

To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Such discussions will be documented in the supervisor's file.

Performance evaluations in conjunction with seniority will be considered for promotion from relief driver to full or part-time driver.

10.02 Evaluation Process: Employee work performance will be evaluated at completion of his or her probationary period and at least annually thereafter. Prior to

preparing the employee's evaluation, the employee's supervisor will solicit input from other supervisors. This input will be considered by the supervisor for inclusion in the evaluation. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations at the beginning of the review period as well as notifications of any modifications made during the review period.

The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

- Reviewing the employee's performance;
- Identifying ways the employee may improve his or her performance;
- Identifying performance goals and expectations for the next appraisal period; and
- Identifying employee training and development needs.

The performance evaluation process will include performance evaluation forms used by the Employer, the employee's written signature acknowledging receipt of the forms, and any comments by the employee. The evaluation, including the employee comments, will be considered by the manager who shall review all evaluations. Once completed and signed by the manager, a copy will be provided to the employee (with manager comments, if any) who may provide responsive comments to be attached to the evaluation. The original performance evaluation forms, including the employee's comments will be maintained in the employee's personnel file.

This Article and the content of the performance evaluations may be grieved through Step 3 of the grievance process; employees may also provide a written rebuttal for inclusion in their personnel file.

## **ARTICLE 11 - SENIORITY AND REDUCTION IN FORCE**

11.01 Seniority shall commence when assigned as an employee in the bargaining unit and shall remain in force while assigned as an employee. The probationary period for any employee shall be one hundred eighty (180) calendar days from the employee's original date of hire. Seniority shall be broken by termination, after one (1) year on layoff, after (1) one year of being off work due to injury or illness, or by working outside of the bargaining unit in a permanent position for more than six (6) months. Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

11.02 There shall be one seniority list for the purpose of shift and vacation bidding, and reduction in force seniority shall apply.

## ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 Hours of Work: Eight and one half (8½) hours, including a thirty (30) minute unpaid meal period, shall constitute a workday and five (5) full eight and one half (8½) hour days shall constitute a workweek.

12.02 Reporting Pay: Employees shall be paid a minimum of four (4) hours, at their straight time rate unless an overtime rate applies to hours actually worked, when reporting for a shift.

12.03 Emergency Conditions: Employees may be required to report to work or work extended hours in emergency conditions.

### 12.04 Overtime

- a. All hours worked in excess of forty (40) straight time hours in any one employee's work week shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.
- b. 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.
- c. Management shall utilize shift extension, relief drivers and part-time drivers to minimize overtime. If it is necessary to offer overtime to drivers other than through shift extension, management shall offer overtime to the most senior driver whose next regularly scheduled shift will not violate federal or state law required rest period.
- d. When overtime is required and there are no volunteers, overtime will be assigned in reverse seniority.

### 12.05 Relief Periods

- a. Combined Break Periods: At the discretion of management, a thirty (30) minute unpaid meal period and two (2) fifteen (15) minute rest periods may be combined to provide a one (1) hour break period for each eight and a half (8½) hour shift (30 minutes unpaid/30 minutes paid). No other scheduled or relieved breaks, except this one (1) hour period are provided. The scheduling of such break period for individual bus drivers shall be at the discretion of the management based on appropriate manpower utilization and accommodating to the flow of traffic during each shift.
- b. Shifts over five (5) hours shall include a thirty (30) minute unpaid meal period.



- c. When an employee is working a special assignment, breaks and meal periods will be provided as practicable.

### **ARTICLE 13 – SCHEDULING AND BID PROCESS**

13.01 Management shall determine the staffing levels and schedules based on operational needs. At management's discretion, not more than four (4) times per calendar year but not less than twice per year, full-time and part time drivers may bid on all available shifts. If management institutes a bid, shifts shall be assigned by management to full-time and part-time drivers, in seniority order.

The Port and the Union agree to convene a committee to explore opportunities to create additional regular shifts (full or part time) to be included in the 2017 seasonal bids.

13.02 Weekly Scheduling For Relief Drivers: During the course of the year, relief driver assignments will be based on the following scheduling procedure:

- a. Schedules shall be assigned by management and provided to relief drivers no later than 5:00 p.m. Thursday of the preceding workweek.
- b. Management shall endeavor to equalize weekly hours assigned to relief drivers.
- c. Management will attempt to honor shift preference for weekly scheduling.

13.03 Shift Bidding on Permanently Vacant Shifts: For the purposes of this Article, a "permanently vacant shift" shall be declared by management.

- a. Management shall decide, at its discretion, whether to fill and when to fill a permanently vacated shift, and may at its discretion modify the shift to meet operational needs. Management may not use any permanently vacant shift as a temporary fill shift outside sixty (60) days prior to the next "shake up". Such modification must be made prior to posting the shift for bid.
- b. Management may eliminate part-time shifts, but only through attrition.
- c. If management determines to fill a permanently vacant shift, the shift shall be bid by full-time and part-time drivers based on seniority.
- d. After the full-time/part-time employees have completed the bid process, the remaining open part-time or full-time shift shall be offered and assigned to the relief driver with the highest performance level based on the most recent performance evaluation and highest seniority.

**ARTICLE 14 - DEFINITIONS AND RATES OF PAY**

**14.01 DEFINITIONS:**

Full-time drivers: A regular schedule of forty (40) hours per each workweek

Part-time drivers: A regular schedule of less than forty (40) hours but not less than twenty (20) hours per each workweek.

Relief Drivers: Assigned on an as-needed basis. This classification will not have a regular schedule and no minimum amount of hours will be guaranteed except that during peak season, straight time hours will be scheduled and endeavored to be equalized for relief drivers prior to scheduling temporary drivers.

Relief drivers will receive holiday and bereavement leave benefits based on his or her regular straight time hourly rate for the average of regularly scheduled hours worked per week during the previous four (4) pay periods.

Seasonal/Temporary Drivers: Drivers hired on a temporary basis, who may be worked only between May 15 and September 15. Seasonal temporary drivers shall not have regular bid schedules or a guarantee of hours. Time worked as a seasonal hire does not count towards a probationary period. Seasonal workers are not benefit eligible.

**14.02 HOURLY WAGE RATES:**

Effective March 15, 2016

Entry:	\$18.50
6-12 months:	\$19.00
Year 1:	\$19.75
Year 2:	\$20.50
Year 3:	\$21.25
Year 4:	\$22.00
Year 5:	\$23.25
Year 6:	\$24.00

Effective September 15, 2016, RCF Bus Drivers shall receive a \$2.00 premium per hour worked for Baggage Handling. Employees are not required to handle every bag, however they are required to assist those who clearly require assistance, for example, those with special needs or families with children and strollers. Employees shall not be required to handle items determined to be too heavy or awkward to lift safely. The parties agree that this premium is intended to continue even if curbside assistance returns in the future.

Effective March 15, 2017, base wage rates shall be increased by 3%

Effective Marcy 15, 2018, base wage rages shall be increased by 100% of the Consumer Price Index for Seattle, Tacoma, Bremerton, (CPI-U) annual average (December 2016 to December 2017), with a 0% minimum and a 6% maximum.

**14.03 SHIFT DIFFERENTIALS:**

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

Day Shift:	From: 06:00	To: 13:59
Swing Shift:	From: 14:00	To: 21:59
Graveyard Shift:	From: 22:00	To: 05:59

b. Employees assigned to a swing shift shall receive seven and one-half percent (7.5%) per hour above the straight time rate. Employees assigned to graveyard shifts shall receive ten percent (10%) per hour above the straight time rate.

**ARTICLE 15 - HOLIDAYS**

15.01 Employees shall receive ten (10) paid holidays.

<u>Holiday</u>	<u>Normal Day of Observance</u>
New Year's Day	January 1
Dr. Martin Luther King's Birthday	Third Monday in January
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
Native American Heritage Day	Day after Thanksgiving
Christmas Day	December 25

15.02 All regularly scheduled full-time, part-time and relief drivers shall be paid for all holidays indicated in Section 15.01 above regardless upon which day of the week the holiday shall fall.

15.03 Holiday pay for full-time employees shall be eight (8) hours at the employee's regular rate of pay.

15.04 Holiday pay for part-time or relief employees shall be pro-rated based on the average daily work scheduled per week during the previous four (4) pay periods compensated at the employee's regular rate of pay.

15.05 In addition to any holiday pay owed, employees working on holidays shall be compensated at time and one half for all hours worked. Holidays listed under Section 15.01

above shall be observed on the actual calendar date. Holiday schedules for the following year shall be posted in December.

15.06 To be eligible for holiday pay, drivers 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. In the event a regular employee was not compensated the full thirty (30) days prior to the holiday, such holiday shall be prorated per 15.04 above.

## **ARTICLE 16 - PAID TIME OFF**

16.01 Full, part-time and relief drivers shall accrue paid time off.

After the successful completion of six (6) months of employment employees may request and use PTO up to the number of hours accrued at the time of the PTO request date.

16.02 Management will balance the number of employees needed for operations with the number of employees requesting PTO at a given time, but will authorize PTO for no less than three (3) employees per day, including holidays:

- One (1) employee per day shift;
- One (1) employee per swing shift; and
- One (1) employee per graveyard shift.

16.03 **SCHEDULED PTO:**

a. PTO Bidding

1. Eligible employees will have an opportunity to bid for PTO April for use in May through October and in September for use in November through April. In addition, employees may bid up to forty (40) hours into the next seasonal period during each PTO bid.
  - (a) The bidding order will be determined by the employees' seniority.
  - (b) Employees may bid up to 10 days (80 hours) of PTO, which may be bid in blocks or as individual days.
  - (c) Employees may only schedule PTO up to the number of hours accrued at the time of the request date.

b. Requests for PTO

1. For requests and use of PTO not secured through the bidding process, employees shall make their request on a PTO request form as far in advance as possible, but at least fourteen (14) days in advance of the first day of leave requested. Leave requests with less notice will be considered, but may be less likely to be granted due to short notice.

2. Management will approve leave requests as received, on a first come first serve basis.
  3. PTO, or LWOP if paid leave is exhausted, may be used when notice is given to management twenty-four (24) hours in advance of the need to be absent from work for short-notice medical appointments.
  4. Employees receiving wage replacement benefits under an allowed Industrial Insurance claim may request to use PTO to supplement the difference between their wage replacement benefits and their regular gross wages.
- c. Cancellation of Approved PTO: Employees shall be required to provide Port management with at least fourteen (14) days advance notice in regard to cancellation of requested PTO.

16.04 Limitation on Accumulating PTO: PTO accumulation shall be limited to 480 hours.

16.05 Payment for PTO at Termination: Upon termination, employees shall receive 100% of the value of unused PTO. Employees who terminate active employment before completing six (6) months of employment shall receive no PTO pay. Pay for unused PTO 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.

16.06 Voluntary Cash Out of Paid Time Off Hours: Employees may cash-out PTO according to the limits and procedures for the cash out of PTO as applied to non-represented employees. The Union shall be notified of changes to the limits and procedures affecting PTO cash out.

16.07 Abuse of Same Day Call-Ins/Unscheduled Leave: Both parties are committed to work to minimize or eliminate any abuse of same day call-ins/unscheduled leave.

In recognition of unplanned medical events, if an employee returns to work after utilizing unscheduled leave and provides documentation of a visit to a medical provider the leave will not count as a "tracked absence" per the Dependability and Attendance Management Policy.

16.08 Rates of Accrual: 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, PTO is earned as follows:

From Date of Hire Through 47<sup>th</sup> Month: Based on the first day of employment, from the first full month to and including the forty-seventh (47<sup>th</sup>) full month of continuous employment, employees shall accrue paid time off at the rate of .0577 per compensated straight time hour (.0577 x 2080 annual hours = 120 hours per year).

From the 48<sup>th</sup> Month Through 143<sup>rd</sup> Month: From the forty-eighth (48<sup>th</sup>) full month to and including the one hundred forty-third (143<sup>rd</sup>) full month of continuous employment, employees shall accrue paid time off at the rate of .0769 per compensated straight time hour (.0769 x 2080 annual hours = 160 hours per year).

From the 144<sup>th</sup> Month: After completion of twelve (12) years of continuous employment starting with the one hundred forty-fourth (144<sup>th</sup>) month, employees shall accrue paid time off at the rate of .0961 per compensated straight time hour (.0961 x 2080 annual hours = 200 hours per year).

16.09 Upon execution of this agreement, regular full time, part time, and relief employees shall be credited with twenty-four (24) hours of extended illness leave. Effective upon execution of this agreement, regular full time, part time, and relief employees shall accrue extended illness leave at the rate of .011535 per straight time hour compensated, but not to exceed 24 hours per year. Probationary employees shall accrue extended illness (EI) leave, but may not use EI until they have successfully completed thirty (30) calendar days. This accrual shall be subject to the use and cash out limitations listed Port Policy HR-5.

16.10 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 non-represented employees.

#### **ARTICLE 17 – PAID PARENTAL LEAVE**

The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port Policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification the Port agrees to provide the Union with advance notice of any change.

#### **ARTICLE 18 - PENSION**

The Port shall continue to contribute to the PERS program for eligible employees per policy and state law.

#### **ARTICLE 19 - HEALTH AND WELFARE**

19.01 Effective June 1, 2016 (based on May hours), or as soon as possible thereafter, 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 the following:

- a. Health & Welfare - Contribute the sum of \$1,381.40 per month for continued benefits under "PLAN A" (price includes an additional \$14.00 for domestic partner coverage).
- b. Dental - Contribute the sum of \$132.70 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 \$15.10 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an additional \$0.20 for domestic partner coverage).

Effective the calendar month following execution of this agreement, or as soon as possible thereafter, 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 the following:

- a. Health & Welfare - Contribute the sum of \$1,205.30 per month for continued benefits under "PLAN B" (price includes an additional \$14.00 for domestic partner coverage).
- b. Dental - Contribute the sum of \$132.70 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 \$15.10 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an additional \$0.20 for domestic partner coverage).
- d. Contribute \$11.40 for 9 month Disability Waiver

19.02 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, and to maintain compliance with the Affordable Care Act (ACA). 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. The Union will assist the Port in acquiring information from the medical benefits trust to insure that the Port is in compliance with the ACA. At any time during the term of this agreement, if the benefits provided by Washington Teamsters Welfare Trust become subject to an excise penalty, the parties agree to meet and discuss the impact.

Effective June 1, 2016, each employee shall contribute \$50.00 per month toward the cost of the Plans.

Effective the month following execution of this agreement, each employee shall contribute \$0.00 per month toward the cost of the Plans. Effective January 1, 2019, each employee shall contribute \$25.00 per month toward the cost of the Plan. Employee contributions shall be deducted on a pre-tax basis.

19.03 Life Insurance: Port Plan: On the first of the month following the date of hire, or immediately if the employee begins on the first of the month, eligible employees and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with organizations selected by the Port to provide such benefits.

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 provision of this Agreement or to negotiation by the Union.

19.04. **Long-Term Disability: Port Plan:** On the first of the month following the date of hire, or immediately if the employee begins on the first of the month, seniority eligible employees shall be covered for long-term disability insurance in such amounts and in such a manner as the Port has established with organizations providing or administering such benefits.

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 provision of this Agreement or to negotiation by the Union.

19.05 **Accidental Death and Dismemberment: Port Plan:** On the first of the month following the date of hire, or immediately if the employee begins on the first of the month, seniority eligible employees shall be covered for AD&D insurance in such amounts and in such a manner as the Port has established with organizations providing or administering such benefits.

The content of the plan itself, plan administration and any other determination made under the plan shall not be subject to the grievance procedures or to any other provision of this Agreement or to negotiations by the Union.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

20.01 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 will be paid through use of vacation, 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, aunts, uncles and spouse's grandparents. Immediate family shall also include domestic partners and their respective relatives listed above. In special circumstances, management may include others not included



in the above definition. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in the determining the number of days to be granted an employee and whether the leave is taken consecutively.

- d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.
- e. Bereavement pay for employees that work a part-time or relief schedule shall be pro-rated based on the average daily work scheduled per week during the previous four (4) pay periods.

## **ARTICLE 21 - JURY DUTY AND COURT TIME**

21.01 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.

21.02 Any employee who is required to physically report for jury duty shall be scheduled to a day shift schedule for the duration of the jury duty reporting requirement. If an employee is released from jury duty on any given day and has at least four (4) hours of his/her scheduled shift remaining, the employee shall immediately call his or her supervisor and shall report to work for the remainder of the shift if instructed to do so.

21.03 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 at the overtime rate for all time actually spent at each court or arbitration appearance.

21.04 The Union and Employer agree to address any issues that may arise as a result of different court jurisdictions having different reporting requirements.

## **ARTICLE 22 - MILITARY LEAVE AND NOTIFICATION**

In accordance with RCW 38.40.060, employees will be granted twenty-one (21) working days paid leave to be used for required military duty or to take part in training, or drills including those in the National Guard or active status. In addition to the twenty-one (21) working days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be entitled to reinstatement at the end of such service as provided in RCW 73.16 and federal law. Employees will notify the Employer of their twenty-one (21) working days active duty training no later than October 31 of each year for the following calendar year. All other

military duty dates (to include weekend drills) will be submitted to the Employer upon receipt of such orders. Employees will attempt to schedule the leave on their regular days off.

### **ARTICLE 23 - RELIEF DRIVERS**

Relief drivers will receive holiday, PTO and bereavement leave benefits based on his his/her regular straight time hourly rate for the average hours of regularly scheduled hours worked per week during the preceding four (4) pay periods.

### **ARTICLE 24 - NON-DISCRIMINATION**

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

### **ARTICLE 25 - HANDLING OF DISCIPLINARY MATTERS**

25.01 Just Cause: The Port shall not discipline, suspend, nor discharge any post-probationary employee without just cause. The parties recognize the principle of progressive discipline. Probationary and temporary seasonal employees are at will and do not have access to the grievance procedure.

25.02 Disciplinary Meeting Rights: The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Port shall inform the employee of this. The employee shall have the right to select the representative of their choice to attend the meeting(s) and shall be responsible for contacting them and arranging for their attendance.

25.03 Discipline, Suspension and Discharge Notices: The Port will issue discipline, including written warnings, suspension or discharge notices, as soon as practicable and within a reasonable time, but in no event more than twenty-eight (28) calendar days from when the Port became aware of the incident or violation, unless mutually agreed upon otherwise. Employees shall have the right to provide a written rebuttal statement as an attachment to all corrective action. Disciplinary notices shall be considered inactive and can no longer justify further disciplinary action after eighteen (18) months from issuance, provided, however, that the Port may rely upon any prior disciplinary notice to establish that the employee had notice of a policy and/or consequences for violating the policy.

### **ARTICLE 26 - GRIEVANCE PROCEDURE**

26.01 A grievance shall be defined as an issue raised relating to an alleged violation of any terms or provisions of this Agreement. Probationary employees do not have access to the grievance procedure.

26.02 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. The Supervisor shall within (14) calendar days after the initial submission of the grievance submit a written response to the employee, the Manager and the Union. If the Supervisor fails to respond the grievance will automatically be moved to Step 2. Written or verbal warnings shall not be grievable provided, however, that when a suspension or discharge is grieved, all discipline leading up to the suspension or discharge shall be deemed to have been grieved and will be addressed throughout the grievance procedures.

Step 2. In the event no settlement is reached, within the fourteen (14) calendar day of receipt of the written response or failure of a response at Step 1, the employee, the employee and the shop steward, or the Union shall, then within fourteen (14) calendar days, meet regarding said grievance with the Manager or designee. The Manager or designee shall respond in writing to the employee and the Union within fourteen (14) calendar days after the meeting. If the Manager or designee fails to respond, the grievance will automatically be moved to Step 3.

Step 3. In the event no settlement is reached, within the fourteen (14) calendar days from receipt of the written response or failure of a response at Step 2, the Union shall meet with the Port's Director of Labor Relations or the Director's designee in an attempt to develop a settlement of the grievance.

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.

26.03 Notwithstanding the foregoing, the Union and the Port may mutually agree to expedited arbitration. In the event expedited arbitration is agreed to, the parties will indicate on the FMCS request for a list of arbitrators that the parties seek expedited arbitration. The parties shall select an Arbitrator within three (3) days of receiving the FMCS list. The parties and the Arbitrator must attempt to schedule the arbitration hearing within thirty (30) days. Unless the parties agree otherwise, the arbitration hearing will be concluded in one (1) day, there shall be no transcript of the proceeding and no post-hearing briefs will be filed. The Arbitrator's decision and award shall be submitted to the parties within seven (7) days of the arbitration proceeding.

26.04 Time limitations in this Article may be waived by mutual agreement between the Port and the Union.

#### **ARTICLE 27- PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

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 28 - MEETINGS**

28.01 Employees who are requested to attend optional instructional meetings on their own time (not those held on Port time) shall be paid for actual time spent at the meetings only. Employees shall be paid at the straight time rate, unless applicable overtime rate applies.

28.02 When employees are required to attend a mandatory meeting(s) or instruction outside of their normal work hours or assigned weekly driving shifts, shall be paid a minimum if two (2) hours straight time unless applicable overtime rates apply.

#### **ARTICLE 29 - LABOR MANAGEMENT COMMUNICATION COMMITTEE**

The Parties agree to establish a Labor Management Communication Committee for the purpose of ensuring continuing communication and to promote constructive labor-management relations. The Committee will meet at least quarterly to discuss and exchange information of a group nature and of general interest to both parties.

#### **ARTICLE 30 - 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 31 - DRUG TESTING - SUBSTANCE TESTS**

31.01 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.

31.02 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 Commercial Driver Drug and Alcohol 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 32 - EXAMINATIONS**

The Employer shall pay for employee medical examinations required to maintain the employee's commercial driver's license (CDL). Medical examinations required for maintenance of the employee's CDL shall be scheduled on non-work time, and that time shall not be compensated.

The Employer shall designate the medical facility. If the employee chooses to go to a medical facility or physician other than the medical facility designated by the Employer, the employee shall be responsible for the costs of the evaluation. The Employer will not reimburse the employee for additional expenses.

### **ARTICLE 33 - MISCELLANEOUS**

33.01 Equipment. The Port shall provide vehicles that conform to applicable City, State, and Federal codes.

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

33.03 Commute Trip Reduction Program. Employees may participate in the Port's Commute Trip Reduction Program per Port policy applicable to other employees. The policy and any changes to the policy are non-negotiable.

33.04 Video Recording. The parties agree that the Port has and uses in-bus video recording devices. At this time the Port does not intend or have the technical capability to watch in-bus video in real time. If the technology changes and the Port intends to change its process to incorporate real-time viewing, the Port will notify the Union prior to implementation and fulfill any bargaining obligations that would be required.

Due to the nature of the need for high security and the potential risk associated with releasing video, the Union understands and agrees that prior to release to the Union any request video

under RCW 41.56 and/or WPRC will be subject to review by the Federal Security Director for a Sensitive Security Information.

33.05 Parking: The Port shall provide free parking to all bargaining unit employees during work hours or parking for Port business.

**ARTICLE 34 - EMERGENCY SITUATION**

In the event of a "regional catastrophic event" as declared by the state or federal government, contract compliance issues shall be held in abeyance until such time as the situation is declassified by state and/or federal government. Examples: Nisqually Earthquake, Hurricane Katrina, Sandy, 9/11, tsunami.

The parties agree that the Union has not waived its right to enforce any provision of this Agreement during a regional catastrophic event, but only that such enforcement actions will be deferred until the catastrophe has been declassified.

In the event an employee is witness to a critical incident involving serious injury or death, the Port shall provide a formal "Critical Incident Debrief" if the employee(s) request such employee assistance.

**ARTICLE 35 - TRANSFER OF WORK/CONTRACTING**

The Port of Seattle will not transfer, outsource or contract out any of the work being done by Bus Drivers during the term of this Agreement.

**ARTICLE 36 - TERM OF AGREEMENT**

This Agreement shall be in full force and effect from March 15, 2016 through March 14, 2019. The Agreement may be opened to negotiate a successor Agreement 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**

\_\_\_\_\_  
**DAVE SOIKE**  
Interim Chief Executive Officer

\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date 5/18/17

**MEMORANDUM OF UNDERSTANDING**

By and Between

**PORT OF SEATTLE**

And

**TEAMSTERS LOCAL UNION NO. 117**

Affiliated with the  
International Brotherhood of Teamsters

**RENTAL CAR FACILITY (RCF) BUS DRIVERS**

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**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 ratification of the current Collective Bargaining Agreement by the Union and the Port.

**PORT OF SEATTLE**

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

\_\_\_\_\_  
**DAVE SOIKE**  
Interim Chief Executive Officer

  
\_\_\_\_\_  
**JOHN SCEARCY**  
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 \_\_\_\_\_

