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Meeting Date: April 26, 2022

PORT OF SEATTLE – LOCAL 117 SETTLEMENT AGREEMENT

February 24, 2022

A G R E E M E N T

By and Between



Port of Seattle

And Teamsters Local Union No. 117

**Affiliated with the
International Brotherhood of Teamsters**

**REPRESENTING TRAFFIC
SUPPORT SPECIALISTS**



Term of Agreement

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January 1, 2022 – December 31, 2024

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**PORT OF SEATTLE
TRAFFIC SUPPORT SPECIALISTS' AGREEMENT**

ARTICLE 1 – PURPOSE OF AGREEMENT

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the “Union”), and the Port of Seattle (hereinafter referred to as the “Port”), which may hereinafter be referred to as the 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

2.01 The Port recognizes the Union as the sole and exclusive bargaining agent for Port of Seattle full-time and regular part-time non-supervisory Traffic Support Specialists employed by the Port of Seattle, excluding supervisors, confidential employees, and all other employees of the Employer.

2.02 In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. A Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

ARTICLE 3 - UNION MEMBERSHIP

3.01 The Port shall notify the Union as soon as possible of any deduction authorization received by the Port. Upon receiving notice from the Union, the Port agrees to deduct from the paycheck of each Union member or each non-member voluntary financial supporter covered by this Agreement who has voluntarily so authorized it, the initiation fee, and regular monthly dues, assessments, or voluntary non-member financial supporter fee. Such authorization for deductions may be made in writing, electronically, or through recorded voice. The Port shall transmit fees and dues to the Union once each month on behalf of the employees involved. If a deduction error is identified, the error will be addressed as soon as practicable.

3.02 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) business days from date of hire.

3.03 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the

employee's signed payroll deduction authorization form regarding cancellation have been met. The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

3.04 Indemnification and Hold Harmless. The Union agrees to indemnify and hold harmless the Port for any action(s) taken by the Port pursuant to this Article. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 4 – PAYROLL DEDUCTIONS

Democrat, Republican, Independent Voter Education (DRIVE).

Effective upon ratification and execution of the agreement between the parties, in the event a minimum of fifty (50) current Port of Seattle employees elect to contribute to the Democrat, Republican, Independent Voter Education (DRIVE), the Port agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to DRIVE. Deductions must be a minimum of \$5.00 per month per contributing employee. Both DRIVE and the employee shall notify the Port of the amount to be deducted on a monthly basis from the employee's paycheck. The Port shall transmit (electronically via ACH) to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four numbers of the employee's social security number and the amount deducted from the employee's paycheck. The Port shall be obligated to honor only an authorization to deduct the amount specified, in writing by the employee. The Port shall have no obligation or responsibility for calculating, computing, or verifying the amount to be deducted.

The International Brotherhood of Teamsters (IBT) Local 117 shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan. The IBT Local 117 further agrees to facilitate timely recoupment or to reimburse the Port for any contributions made to DRIVE in error.

Upon issuance and transmission of a check to DRIVE, the Port's responsibility shall cease with respect to such deductions. The International Brotherhood of Teamsters Local 117 agrees to indemnify and hold the Port harmless from all claims, demands, suits, or other forms of liability that may arise against the Port for or on account of any deduction made from the wages of such employees.

The Port reserves the right to discontinue DRIVE deductions in the event participation drops below the minimum fifty (50) Port employees.

Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group with the Port of Seattle negotiate contract language with lower minimums on the number of employees required to contribute or the total monthly contribution amount in their respective contract at any time during the term of this Agreement.

ARTICLE 5 - UNION REPRESENTATIVE ACCESS

5.01 The Port agrees to allow reasonable access to Port facilities for Union 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.

5.02 New Employee Orientation. The Union, through a Union Member, Shop Steward, or Union Representative shall at a mutually agreeable time with the Employer have up to thirty (30) minutes during the Employer's new hire orientation program to meet with the employee(s).

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

The Port of Seattle is an equal opportunity Employer. The Port embraces, and in fact relies on having a diverse workforce. Every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. The Port and the Union will not engage in, or tolerate, any discrimination in the workplace prohibited by local, state or federal law. Specifically, no employee will be discriminated against on the basis of his or her age, race, color, national origin/ancestry, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, marital status, military status, use of workers' compensation, transgender status, political beliefs, or any other category protected by applicable federal, state or local law ("Protected Status").

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 Department, 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. Employees may be terminated during their probationary period without just cause without recourse to the grievance procedure.

An employee who accepts another position within the Port of Seattle that is outside the Traffic Support Specialists bargaining unit may choose to return to the Traffic Support Specialists bargaining unit if the employee fails to successfully pass the probationary period for the new position. Such return will be conditioned upon a vacant Traffic Support Specialist position available at the time of the employee's request and upon Management's approval. After receiving notice that the employee has not successfully passed probation, within five (5) business days the employee must notify the Police Chief's Office of his/her intent to return to the employee's prior position in the unit. If approved by the Police Chief or designee to return, such employee will have his/her seniority in that classification restored to the same level accrued prior to leaving the bargaining unit. If there is no vacant position in the Traffic Support Specialists bargaining unit available at the time that the employee expresses an interest to return to the bargaining unit within the time period noted above, the employee will be placed on layoff status in accordance with Section 9.02 upon Management's approval. An employee who is terminated for misconduct is not eligible to return to the Traffic Support 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 consideration when making job assignments. However, based on skills and qualifications of the employee, management may require particular employees in specific job assignments.

9.05 Shift/work week 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 Eligible employees who serve on jury duty shall receive their full, regular Port compensation

10.02 Hours of Work. For the period of jury duty service, the Traffic Support Specialist shall be assigned to a Monday through Friday workweek on day shift schedule. The Traffic Support Specialist that is released from jury service on any day shall immediately call-in to work and report for duty if required. Upon final release from jury duty, the Traffic Support Specialist will return to his or her regular schedule in such a way as to permit an uninterrupted continuation of compensation, and the maximum amount of work availability for the Port; provided, that no Traffic Support Specialist regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

10.03 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.

10.04 Grievances or Arbitrations Excluded. This Article shall not apply to either grievances or arbitrations, which are defined in Article 26 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 Work. The normally scheduled workweek for employees shall be forty (40) hours per week as generated by the five/eight (5/8) and four/ten (4/10) work schedule.

12.03 Work Schedule. The normal work schedule shall be as follows:

- (a) Forty (40) hours per week consisting of four (4) consecutive days of ten (10) consecutive hours with three (3) consecutive days off or five (5) consecutive days of eight (8) consecutive hours with two (2) consecutive days off. Both schedules with an unpaid period allowed for one half (1/2) hour lunch, rest periods are fifteen (15) minutes in length or intermittent breaks of fifteen (15) minutes total. By supervisory approval on a case-by-case basis, lunch and breaks may be combined and taken at one time.
- (b) The normal workweek and normal workday for Traffic Support Specialists may be modified to accommodate training or educational requirements with as much notice as possible, but not less than seven (7) calendar days’ notice.

12.04 Work Shifts. All work shifts shall be determined by the Department. Starting times for regular assigned shifts will be:

Day Shift shall start between 0400 hours and 1059 hours

Second Shift shall start between 1100 hours and 0359 hours

Employees shall have a minimum of eight (8) hours off between shifts. If an employee returns to work with less than eight (8) hours off, he/she shall receive pay at the overtime rate for all time worked until eight (8) hours have passed since the end of the prior hours worked.

12.05 Overtime Pay & Approval and Assignment of Overtime. Authority for the approval of overtime work shall be limited to Department management or its designees. An employee who accepts an overtime assignment is expected to fill that assignment.

Reasonable efforts will be made to offer overtime assignments on an equitable basis to all employees. All hours worked in excess of eight (8) or ten (10) hours per workday, or forty (40) per workweek, shall be paid at the rate of time and one-half (1.5) 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 14.03, shall not count as hours worked or compensated for calculation of overtime thresholds. There shall be no compounding or "pyramiding" of overtime pay. Overtime provisions in this Article are subject to the requirements of the Fair Labor Standards Act (FLSA).

12.06 Mealtime Disruption. In the event an employee is called back to work from mealtime and is not provided a meal period of reasonable duration later in the 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 a mealtime, such employee shall not receive overtime payment for the mealtime missed.

12.07 Notice of Shift Change. Except in emergencies, employees shall be provided with fourteen (14) days' advance notice in the event of shift change unless mutually agreed to by the Employer and the employee.

12.08 Daylight Savings Time. When time is officially changed (as from standard time to daylight savings time or vice versa) during an employee's working hours, the employee shall be paid for actual hours worked. If the employee loses a straight-time (non-overtime) hour, the employee will not receive pay for that straight-time hour, unless the employee elects to use vacation to replace the lost hour. If an employee works an extra hour, the employee will receive pay subject to the overtime provisions of the Collective Bargaining Agreement.

12.09 Mandatory overtime will only be scheduled when there are no volunteers who have agreed to an overtime assignment. Mandatory overtime will be assigned in inverse order of seniority.

ARTICLE 13 – PAID TIME OFF (PTO)

13.01 Annual paid time off with pay shall be granted to all employees on the following basis:

Scheduling of PTO 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 PTO leave of up to the number of hours accrued at the time of the desired PTO 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 PTO schedules shall be made to the Department Head on a PTO 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 PTO Leave. Effective upon ratification between the parties, PTO leave accumulation shall be limited to four hundred eighty (480) hours accrual at any time. Any portion above a four hundred eighty (480) hour accrual of unused PTO leave shall be forfeited, unless the reason for not taking such PTO leave is at management's direction, such as under emergency conditions. In such event, unused PTO leave shall not be forfeited. Employees shall be responsible for scheduling annual leave in order to avoid any forfeiture of PTO leave.

13.03 Rates of Accrual. Employees accrue PTO based on their straight time hours paid and length of tenure. Accrued days (as shown below) are based on a full-time employee working eighty (80) hours per pay period; part-time employees earn a proportional share of PTO hours. PTO may be used for vacation, appointments, illness, etc.

Accrual Rates:

- (a) Up to 19.6 days (156.8 hours maximum) may be earned annually between the start of employment and the end of the third year of employment. During this period eligible employees accrue 0.07538 hours per straight-time hour paid.
- (b) Up to 24.6 days (196.8 hours maximum) may be earned annually between the beginning of the fourth year and the end of the seventh year of employment. During this period eligible employees accrue 0.09462 hours per straight-time hour paid.
- (c) Up to 27.1 days (216.8 hours maximum) may be earned annually between the beginning of the eighth year and the end of the eleventh year of employment. During this period eligible employees accrue 0.10423 hours per straight -time hour paid.

- (d) Up to 29.6 days (236.8 hours maximum) may be earned annually between the beginning of the twelfth year and the last day of employment. During this period eligible employees accrue 0.11385 hours per straight-time hour paid.

13.04 Payment for PTO 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 PTO leave, based on limitations stated above and as further limited by this Article. Pay for unused PTO 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.

13.05 In the event of a bona fide family emergency at the Chief's discretion, the Chief or his/her designee can permit an employee to take one (1) day off with PTO leave applied as compensation.

13.06 If the lateral is hired from within the Port of Seattle, he or she shall use his/her original hire date with the Port of Seattle for the purpose of PTO accrual as defined in Article 13, Section 13.03 of the current Agreement.

13.07 Effective upon ratification and execution between the parties, employees may cash out PTO in 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.

13.08 Personal Day. Effective upon ratification and execution of the agreement and for the term of the agreement, employees in the bargaining unit shall be eligible to receive one (1) personal day for each year of the agreement, the date designated by the employee.

The personal day shall be compensated at the employee's regular pay rate at the time the personal day is taken and based upon the employee's regular work schedule. Eligibility and scheduling of the personal day shall be in accordance with Article 13.01 of the agreement. Any personal day not taken by an employee in the bargaining unit during the payroll year of 2022, 2023 and 2024 shall be forfeited and not carried over to the following year or a successor collective bargaining agreement.

ARTICLE 14 – HOLIDAYS

14.01 All eligible employees shall receive eighty-eight (88) or one hundred and ten (110) holiday hours per year based upon eleven (11) recognized holidays and a five (5) day, eight (8) hour or four (4) day, ten (10) hour schedule. Holiday hours will accrue on the basis of the eleven (11) recognized Port holidays listed in Article 14.02 below as they occur in the calendar year for a total of eight (8) hours per holiday on a five (5) day eight (8) hours schedule or ten (10) hours per holiday on a four (4) day ten (10) hour schedule.

14.02 The holidays are in recognition of eleven (11) Port of Seattle holidays listed in the Port of Seattle Salary and Benefit resolution HR-5, and serves as a basis for compensation. The eleven (11) holidays are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Port Designated Floating Holiday (Day before or after Christmas as determined by the Port Human Resources Department)

14.03 Pooled Holiday Leave may be used once accrued in one (1) hour increments in the same manner and with the same restrictions as PTO, upon approval of the Supervisor. During the year, employees may request payment for their unused holiday hours, and such holiday leave cash-out (if requested by an employee) will occur twice (2x) per year, in the last paycheck of June, for those holiday hours that have already accrued and the first paycheck of January in the subsequent year, for the remainder holiday hours that have already accrued. No pooled holiday hours may be carried over from year to year.

Up to four (4) holidays not used or cashed out at the end of the calendar year can be exchanged for vacation that was already used at any time within the same calendar year.

Compensation tied to holiday cash out will only be reported to the Department of Retirement Services on the basis of the eleven (11) Port of Seattle recognized holidays.

14.04 Absent supervisory approval, employees may not use Pooled Holiday Leave during the first six (6) months of employment.

14.05 Holiday leave that has accrued is payable, in a monetary amount, to the employee's spouse or other designated beneficiary in the event of an employee's death.

ARTICLE 15 – UNIFORMS AND EQUIPMENT

The Port shall provide and maintain uniforms and equipment for all Traffic Support Specialists in accordance with requirements as established by the Chief. The Port shall provide a location to store the Traffic Support Specialists' equipment.

ARTICLE 16 – REQUESTED BENEFITS

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

- (a) Unemployment compensation benefits under the Washington State Employment Security Acts.
- (b) Social Security Insurance (FICA) as covered by the Federal Insurance Contribution Act. (Contingent on retention of the program for all Port employees.)
- (c) Parking as currently provided limited to employees on duty status.
- (d) Locker and lunch facilities
- (e) Washington State Self-Insured Worker's Compensation.
- (f) Educational assistance for employees shall be subject to approval of the Chief. 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 Chief, the Port shall provide reimbursement limited to job related educational curricula on the following basis:
 - (1) For employees engaged in continuing education at accredited institutions to obtain a college degree, fifty percent (50%) of tuition costs following one (1) year of continuous employment and seventy-five percent (75%) following four (4) years of continuous employment. Payment will be made upon evidence of satisfactory completion and will cover tuition fees only. Reimbursement may be applied for each following semester. 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.
 - (2) After one (1) year of continuous employment, for individual courses limited to job related subject matter and not in connection with course work for a college degree, one hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after evidence of satisfactory completion. This applies to courses taken as a result of a request initiated by an employee. However, non-mandatory specialized police/fire training courses taken at the option of the employee shall result in reimbursement to the Port by the employee for actual expenses if the employee voluntarily resigns (for other than medical reasons) or retires in less than two (2) years after completion of the special training.
 - (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for the entire

cost(s) of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.

- (4) 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.
- (g) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such 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 26) or to any other provisions of this Agreement or to negotiation by the Union.
- (h) Pacific Coast Plan. Effective January 1, 2022, the Port agrees to contribute to the Pacific Coast Benefit 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:
 - a) Effective upon ratification and execution between the parties, one-dollar and three cents (\$1.03) per hour compensated.
 - b) Effective January 1, 2023, one dollar and thirteen cents (\$1.13) per hour compensated.
 - c) Effective January 1, 2024, one dollar and twenty-three cents (\$1.23) per hour compensated.
- (i) 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.
- (j) The Port of Seattle will allow Traffic Support Specialists the opportunity to attend the Port of Seattle retirement planning seminars upon supervisory approval.

- (k) Flexible Spending Account. Employees shall be eligible for participation in the Port of Seattle's Flexible Spending Account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determination made under the plan shall not be subject to the Grievance Procedure (Article 26) or to any other provision of this Labor Agreement or to negotiation by the Union.
- (l) 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.
- (m) Port of Seattle Long Term Care Insurance: If the Port adopts a Long Term Care Insurance Program, the parties will discuss the availability of such Long Term Program, if applicable, to Traffic Support Specialists.

ARTICLE 17 – LEAVE WITHOUT PAY

17.01 After one (1) year of service, an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. Leave of absence without pay may not be approved unless it will occur after all appropriate paid leave accruals are exhausted. 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.

17.02 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.

17.03 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.

17.04 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.

17.05 Employees shall be eligible for family leave pursuant to the Family and Medical Leave Act (FMLA), Washington Family Care Act (WCA), and Port policies relating to the FMLA and WCA.

ARTICLE 18 – SICK LEAVE

18.01 **Eligibility.** Full or part-time, regular or limited duration employees who are regularly scheduled to work twenty-one (21) or more hours per week.

Accrual Rates

Eligible employees shall accrue sick leave at the rate of .025 per hour per hour compensated. Sick Leave will accrue in two banks:

Bank 1) Protected Sick Leave:

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

Bank 2) Paid Sick Leave:

0.025 will accrue as Paid Sick Leave per hour compensated, but not worked.

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

Probationary employees shall accrue Paid Sick Leave, but may not use sick leave from Bank 2 until they have successfully completed probation. In the event of illness, Sick Leave up to the accrued balance may be used after employment of at least thirty (30) days.

18.02 Sick leave is accrued after thirty (30) days of continuous employment and is to be used under the conditions stated in Section 18.03 of this Article as provided by law.

18.03 Except as provided in Sections 18.08 of this Article and by law, sick leave will be used only in instances of non-job related employee or dependent illness or injury. However, sick leave may be used to cover normally scheduled workdays within the three (3) day

exclusion of the Washington State Workers' Compensation Program. Such special application of sick leave would be limited to those employees who are not eligible for benefits provided in Article 20, Sections 20.01 and 20.02.

18.04 Departmental management may require a physician's statement to validate use of sick leave and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending physician as provided by law.

18.05 Sick leave shall be applied for employee non-duty disabilities in coordination with the Teamster Plan A indicated in Article 20, Section 20.02. In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

18.06 Upon termination or retirement following five (5) continuous years of active employment in a permanent position with the Port, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave at the rate of pay at termination. Such accumulated sick leave payoff is payable to the employee's spouse or other designated beneficiary in the event of an employee's death.

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

18.08 The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees to provide to the Union advance notice of how the Port intends to comply, and when and if there are any changes.

Effective upon Union ratification of the Agreement, the Port will pay the employee portion of the premium associated with this provision.

18.08 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 20 – TEAMSTERS HEALTH AND WELFARE PROGRAMS

20.01 The Port agrees to provide health and welfare benefits listed in Sections 20.02 for all active employees working under the jurisdiction of said Union for not less than eighty (80) hours employment in the previous month which includes all compensable time.

20.02 Effective January 1, 2022 (based on December 2021 hours), the Port agrees to provide the following benefits:

- (a) Medical - benefits under the "PLAN B" (Includes the additional nine (9) month waiver and domestic partner coverage).
- (b) Dental - "PLAN A"
- (c) Vision - "Extended Benefits"
- (d) Time loss "Plan A" (\$400/week)

20.03 Effective January 1, 2022, employees in the bargaining group will be provided with Teamsters Life and AD&D benefits "Plan A" at no cost to the employees for the term of the Agreement.

20.04 Effective January 1, 2022, the Port will pay the monthly composite (Medical, Dental, Vision), including domestic partner coverage, and the medical nine (9) month waiver monthly premium rate of Teamsters Medical Plan B for the term of the Agreement except as otherwise provided below in this subsection.

Effective July 1, 2023, each employee in the bargaining unit shall contribute fifteen dollars (\$15.00) per month toward the cost of the plans in Article 20.02. Employee contributions shall be deducted on a pre-tax basis.

Effective January 1, 2024, each employee shall contribute fifty dollars (\$50.00) per month toward the cost of the plans in Article 20.02. Employee contributions shall be deducted on a pre-tax basis.

20.06 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.

ARTICLE 21 - PENSION

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

ARTICLE 22 - 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 23 - 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 24 - ENTIRE AGREEMENT

24.01 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.

24.02 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 25 - GRIEVANCE PROCEDURE

25.01 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.

25.02 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.

25.03 Time Limits. All grievances shall be presented within ten (10) 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.

25.04 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.

25.05 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.

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

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

25.08 Grievance Procedure.

STEP 1

The affected employee shall present the grievance in writing to the Administrative Commander. 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 Commander (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 Commander, 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 ten (10) 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 26 – PERSONNEL FILE - PUBLIC RECORDS REQUEST

The Port will comply with RCW 42.56.250 (12) when information contained in a member of the bargaining unit's personnel file is subject to a public records request.

ARTICLE 27 – 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 the request of either the Union or Port to discuss and exchange information of a group nature and of general interest to both parties.

ARTICLE 28 – APPENDICES AND MEMORANDA OF AGREEMENT INCORPORATED INTO AGREEMENT

By reference herein, the Letter of Agreement and Appendices listed below are hereby made part of this Agreement and do not require individual Employer-Union signature.

- Appendix A – Pay Rates
- Appendix B – Drug Testing/Substance Tests
- Appendix C – Job/Shift Bidding
- Memorandum of Agreement – Code of Conduct

ARTICLE 29 - TERMS OF THE AGREEMENT

This Agreement shall remain in full force and effect from the date of Union ratification through December 31, 2024. 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**

STEPHEN P. METRUCK
Executive Officer

JOHN SCEARCY
Secretary-Treasurer

Date

Date

APPENDIX A **PAY RATES**

I. Pay Schedules

- (A) Effective upon Union ratification of the Agreement, the following wage rates shall apply:

<u>Job Title</u>	<u>Length of Service</u>	<u>Rate of Pay</u>	Effective January 1, 2022
Traffic Support Specialists	Entry	\$22.06 <u>23.02</u>	\$24.63
	One (1) Year	\$22.94 <u>23.93</u>	\$25.61
	Two (2) Year	\$23.86 <u>24.89</u>	\$26.63
	Three (3) Year	\$24.84 <u>25.89</u>	\$27.70
	Four (4) Year	\$25.80 <u>26.92</u>	\$28.80

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

- (B) The wage scales shall be adjusted by applying the percentage increase, , including the entry step, as follows:

(1) .

(2)

- (1) Effective January 1, 2022, the entry rate will be increased by seven percent (7.0%).

Each employee in the bargaining unit who is employed on December 31, 2022, shall receive a lump sum of one thousand dollars (\$1000) to be paid the following payroll cycle after December 31, 2022.

- (2) Effective January 1, 2023, the entry rate will be increased by three percent (3.0%). Effective July 1, 2023, the entry rate will be increased by one percent (1.0%).

Effective January 1, 2024, the entry rate will be increased by four percent (4.0%).

II. LONGEVITY PAY

Effective upon ratification and execution between the parties, base pay for the Traffic Support Specialists classification shall be increased by the following longevity premium schedule based upon date of hire.

- (A) From the start of the sixty-first (61st) full month and each full month thereafter of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).

- III. Traffic Support Specialists Lead. Effective upon ratification and execution of the agreement between the parties, the Port shall assign a Traffic Support Specialists to function as a Lead, duties and responsibilities to be determined by the Police Chief, when the minimum staffing level of the Traffic Support Specialists bargaining unit reaches a total of fourteen (14) Traffic Support Specialists or when operationally feasible as determined by the Police Chief. Additional lead assignments may be made at the Police Chief's discretion.

There shall be an annual selection and sunset for Traffic Support Specialist Lead assignment(s). The Police Chief will have the discretion to remove a Traffic Support Specialists from a lead assignment at any time.

The pay differential of a Traffic Support Specialists assigned as a lead shall be four percent (4%) above the employee's base rate. A Traffic Support Specialists assigned to function as a lead will maintain the four percent (4.0%) premium only if they are able to fulfill the duties and responsibilities of the lead position as determined by the Police Chief.

- IV. Shift Differential. Effective upon Union ratification of the Agreement, employees who have bid the second shift (1100-0359) shall receive a two percent (2%) differential above the employee regular rate of pay for all compensable hours, provided however that any employee who is receiving a higher shift differential at the time of ratification shall be red-circled at that higher shift differential rate until the employee is permanently reassigned to a day shift position. If a Traffic Support Specialists is permanently reassigned to a day shift position, the two percent (2%) night differential shall cease immediately. If circumstances pull a Traffic Support Specialists from night shift for more than thirty (30) days, the differential shall cease until the Traffic Support Specialists returns to the assigned bid night shift.

- V. 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.
- VI. Payroll. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.
- (A) 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 Port of Seattle 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.
- (B) If an employee is overpaid in the amount of five hundred dollars (\$500.00) or more, the employee will pay back the Port in four (4) payments, taken out of the next four (4) paychecks. If the amount of overpayment is less than five hundred dollars (\$500.00), it will be taken in two (2) equal amounts out of the next two (2) paychecks.
- (C) No claim by an employee of any discrepancy in pay shall be considered by the Union or the Port unless filed within thirty (30) days after receipt of the paycheck containing such discrepancy. The thirty (30) day limitation shall not apply, however, where the discrepancy arises from failure by the Port to authorize payment of a general automatic wage increase called for by this Agreement.

**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 Traffic Support Specialists 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, employee shall mean entry level probationary employee.

- (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 any entry level probationary employee may be tested for drugs, the Port must meet the following prerequisites.
 - (1) Entry level probationary employees in the bargaining unit must be clearly informed of what drugs or substances are prohibited by the Port.
 - (2) The Port must 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.
- (C) The Department shall also have the discretion to order any entry level probationary sworn 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 a GC/MX 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 tests performed on entry level probationary members of the Department:

- (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.
- (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 (2) equal parts. Each of the two (2) 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 twenty-four (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.

(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 twenty-four (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 (1) 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.

APPENDIX C JOB/SHIFT BIDDING

The Master schedule will be reviewed and may be revised periodically by management at least annually. The upcoming master schedule will be posted at least seven days prior to the start of bidding. The Master bid schedule shall be completed by the last day of the month, two months prior to the effective date of the schedule. Employees may not change their selection after completing their bid. Bids will be for the full Master schedule duration.

Bids will be for the specific start times and days off. All employees will have 24 hours to make their selection after being notified. Should management have the need under special circumstances to schedule individuals to specific shifts, they shall maintain the ability to do so.

MEMORANDUM OF AGREEMENT
By and Between
PORT OF SEATTLE POLICE DEPARTMENT
And
TEAMSTERS LOCAL UNION NO.117
Affiliated With The
International Brotherhood of Teamsters
REPRESENTING TRAFFIC SUPPORT SPECIALISTS

Re: Code of Conduct

All employees in the bargaining unit shall be subject to the Port of Seattle's Code of Conduct contained in the Port of Seattle policies.

