

PORT OF SEATTLE
MEMORANDUM

COMMISSION AGENDA

Item No. 6a

Date of Meeting 6/1/2010

DATE: May 10, 2010

TO: Tay Yoshitani, Chief Executive Officer

FROM: Trish Murphy, Labor Relations Manager

SUBJECT: Collective Bargaining Agreement between the Port of Seattle and the Teamsters Local 117 representing Communication Specialists.

REQUESTED ACTION:

Request for authorization for the Chief Executive Officer to execute a new Collective Bargaining Agreement between the Port of Seattle and the Teamsters Local 117 representing Communication Specialists. For a 3-year term from January 1, 2009 through December 31, 2011.

BACKGROUND:

This agreement covers thirteen (13) Communication Specialists in the POS Police Department. This agreement is for a three-year term. The prior agreement expired on December 31, 2008.

SCOPE OF THE AGREEMENT:

Term of the Agreement

January 1, 2009 – December 31, 2011

Wages

- January 1, 2009 through June 30, 2009
No increase
- July 1, 2009 through December 31, 2009
Hourly wage rates will be increased by 3.4%.
- January 1, 2010 through December 31, 2010

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COLA consisting of one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), October to October, with a two percent (2%) minimum and a six percent (6%) maximum. Under this formula, the amount is two percent (2%).

- January 1, 2011 to December 31, 2011
COLA consisting of one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), October to October, with a two percent (2%) minimum and a six percent (6%) maximum.

Premium and Other Pay

- Longevity Premium: Effective January 1, 2010, base wage rates for all classifications shall receive longevity premiums as follows:
 - 2% Longevity Premium. From the start of the 61st full month through the 120th full month of continuous employment
 - 3% Longevity Premium. From the start of the 121st full month through the 180th full month of continuous employment
 - 4% Longevity Premium. From the start of the 181st full month through the 240th full month of continuous employment
 - 5% Longevity Premium. From the start of the 241st full month through the 300th full month of continuous employment
 - 6% Longevity Premium. From the start of the 301st full month and beyond of continuous employment
- Out-of-Classification Pay: Work out of class for one-half (1/2) shift or more will be paid at the first pay step of the next higher classification.
- Call Back Pay: For specifically authorized overtime that occurs telephonically and is not an extension at the beginning or end of a normal shift, the employee shall be paid for a minimum of two (2) hours at the overtime rate or for the actual hours worked at the overtime rate if in excess of two (2) hours.

Schedule and Leaves

- Employees serving as jurors will be compensated for their regularly scheduled hours, minus any compensation received from the court. Employees serving as a subpoenaed witness on a job-related case will be compensated at the overtime rate for any hours worked beyond their regularly scheduled daily or weekly hours.
- Bereavement leave may be up to forty hours at the discretion of the supervisor.

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- The normal workweek begins at 12:01 a.m. on Sunday and ends at midnight on Saturday.
- The starting times for permanently assigned rotating shifts change to:
 - Day Shift shall start between 0400 hours and 1100 hours.
 - Swing Shift shall start between 1200 hours and 1700 hours.
 - Graveyard Shift shall start between 1800 hours and 0300 hours.
- Employees who work more than eighty (80) straight-time hours in any fourteen (14) day period as a result of a bid shift rotation or a mandatory change in straight-time schedule, the excess hours shall be paid at the overtime rate.
- Employees who trade days off with another employee must accomplish the trade within a forty-five (45) day period.
- If any employee chooses not to take his/her paid mealtime, s/he shall not receive overtime for the missed mealtime unless emergency or extenuating circumstances exist.
- When time is officially changed (e.g., from standard time to daylight savings) during an employee's working hours, s/he shall be paid for actual hours worked.
- The vacation leave accumulation cap of 24 months is changed to 480 hours.
- Vacation rates of accrual change as follows:
 - 96 hours: no change
 - 120 hours: from 43rd full month through 84th full month (previously was 132nd)
 - 140 hours: from 85th full month through 132nd full month (new)
 - 160 hours: no change
 - 176 hours: from 229th full month through 240th full month (previously said 19 years)
 - 184 hours: from 241st full month through 252nd full month (previously said 20 years)
 - 192 hours: from 253rd full month through 264th full month (previously said 21 years)
 - 200 hours: from 265th full month through end of service (previously said 22 years)
 - 208 hours: deleted
 - 216 hours: deleted
- Employees who terminate are eligible to use accrued vacation up to 480 hours as paid service time but are required to work their last day of paid service time. Employees terminated for just cause are not eligible.
- The holiday hours pool decreases from 144 to 140 hours. The Port shall deduct the difference (i.e., 4 hours per year) for 2009 and 2010 upon implementation. Cashing out holiday leave is now limited to twice per year, on June 30 and December 31.

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- Holiday hours may be used as paid service time for employees who separate, unless terminated for just cause or prior to completing six months of employment. Holiday leave is payable to the employee's beneficiary in the event of the employee's death.
- Sick leave is accrued per straight-time hour compensated.

Health and Welfare

- The medical, dental, and vision rates are updated to \$889.30, \$120.92, and \$11.55 respectively.
- RWT-PLUS: the amounts are updated for 2009 (\$74.85), 2010 (\$84.85), and 2011 (\$94.85). Eliminates language providing for continuing contributions between the expiration date of the Agreement and the time the parties reach a successor Agreement.
- Includes specific reference to domestic partner benefits.

Pension

- Pacific Coast Benefit Plan: Effective on the date the Agreement is signed and executed, and for the remainder of the Agreement, the Port contribution to the Pacific Coast Benefit Trust for each employee shall increase from one dollar and thirty cents (\$1.30) to one dollar and thirty-five cents (\$1.35) per hour compensated. There shall no longer be a five (5) cent diversion from employees' wages.

Other Changes

- Oral admonishments, verbal warnings, counseling, performance evaluations, and remedial training are specifically excluded from the grievance procedure.
- Clarifies that probationary employees shall not be subject to recall.
- Updated contract provisions to reflect Port policies and procedures:
 - Educational reimbursement
 - Shared leave
 - Family and Medical leave
 - Accounting, procurement, and mileage reimbursement
- Voluntary payroll deduction for employees who choose to participate in the Teamsters Legal Defense Fund.

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- Expands to all bargaining unit employees the ability to be compensated for 50% of unused sick leave upon termination or retirement following five continuous years of employment.
- Eliminates language stating the parties waived the right to oblige the other party to bargain with respect to any subject whether or not covered in the Agreement.
- Arbitrators will be selected from an FMCS list rather than the permanent panel of specific arbitrators used in the past.
- Adds explicit language regarding the one (1) year probationary period.
- When two or more employees have the same seniority date, the pre-employment test scores will determine who is the senior employee for all provisions of this Agreement. A coin flip will break the tie if two or more employees have the same test scores.
- Eliminates language stating that the successor agreement shall be effective on the first day of January of each year unless mutually agreed to the contrary.
- Eliminates Appendix C of the prior Agreement (“Shift Supervisor Positions”) as well as the letter of understanding regarding retroactive payment.

OTHER DOCUMENTS ASSOCIATED WITH THIS REQUEST:

[Collective Bargaining Agreement between the Port of Seattle and the Teamsters Local 117 representing Communication Specialists.](#)