

MEMORANDUM OF UNDERSTANDING

By and Between

PORT OF SEATTLE

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated with the International Brotherhood of Teamsters
Representing Police Sergeants

Re: Modification to Police Sergeants CBA, Article 15.01(B) – Sergeants in Administration or Investigation

Teamsters Local Union No. 117 (Union) and the Port of Seattle (Port), signatories to a 2009-2011 Collective Bargaining Agreement (CBA) for Police Sergeants, hereby agree as follows upon signing of this Memorandum of Understanding (MOU):

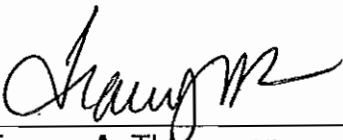
1. Effective July 19, 2009, Article 15.01(B) of the CBA (Sergeants in Administration or Investigation) shall be deemed modified as follows:

Sergeants in Administration or Investigation. The normal daily schedule for all Police Sergeants who are assigned to administration or investigation will be a ten and a half (10½) hour daily shift to be worked between 0500 and 1900 hours. These Sergeants shall be assigned a work schedule of four (4) consecutive work days, consisting of Monday through Thursday or Tuesday through Friday. Schedules will be assigned by bid based upon seniority. For Fair Labor Standards Act (FLSA) Section 7(k) purposes, the work period for Sergeants assigned to administration or investigation shall be twenty-eight (28) days.

2. Section 17.01 of the CBA shall be modified to reflect the 10 ½ hour schedule. Police Sergeants whose normal daily schedule is for a 10 ½ hour shift shall accrue 126 hours of holiday each year with 63 hours accruing on January 1 of each year and 63 hours accruing on July 1 of each year. The July 1 holiday hour pool for Police Sergeants who move to the 10 ½ hour schedule under the terms of this MOU shall be adjusted to add 2.75 holiday hours.
3. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control.

This MOU is agreed to and entered into on the _____ day of January, 2010.

FOR TEAMSTERS LOCAL UNION NO. 117, IBT:



Tracey A. Thompson
Secretary-Treasurer

FOR THE PORT OF SEATTLE:

Tay Yoshitani
Chief Executive Officer

EX. A

Pacific Northwest Regional Council of Carpenters



*Affiliated with
United Brotherhood of Carpenters and Joiners of America*

25120 Pacific Hwy. S., Suite 200 • Kent, Washington 98032
(253) 945-8800 • 1 (800) 573-8333 • Fax (253) 839-4908

MEMORANDUM OF UNDERSTANDING

Between the

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS OF THE UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

And the

PORT OF SEATTLE


The Port of Seattle Marine Maintenance needs to establish a Special Shift, under Article 16, Section 1, Paragraph f, of the current Master Labor Agreement.

The need for a Special Shift is caused by the nature of the work. The crews will be disconnecting and replacing sewer lines beneath a restaurant which operates until 2330 hours. As the property owner, the Port is obligated by the Lease Agreement, not to engage in activities that are deleterious to the business of the tenant. To accomplish this work as efficiently as possible, with the least amount of disruption to the tenant's business, the Parties agree to the following:

1. Conditions beyond the control of the Port require that work disconnecting and replacing sewer lines beneath Chinooks Restaurant, only be performed outside the regular day shift, necessitating a Special Shift, under Article 16, Section 1, Paragraph f of the Master Agreement.
2. The Carpenters shall work a Special Shift of Monday through Thursday for ten (10) hours at straight time, a ten hour shift, until the Project is completed.
3. The employees shall be paid 10 hours for nine and half (9 ½) hours worked.
4. Any pre-shift or post-shift overtime shall be compensated at the appropriate rates, including but not limited to double time for any pre-shift overtime performed on Sunday.
5. This agreement is non-precedent setting.

IN WITNESS WHEREOF, the parties concur this _____ day of _____.

By: _____
PORT OF SEATTLE,
Gary Schmitt
Director of Labor Relations

By: 
Pacific Northwest Regional Council of
Carpenters of the United Brotherhood of
of Carpenters and Joiners of America
Ken Stroup,
PNWRCC Contract Administrator



MEMORANDUM OF UNDERSTANDING

Between the

**LABORERS LOCAL UNION NO.242 REPRESENTING MARINE
MAINTENANCE SHOP WORKERS**

And the


PORT OF SEATTLE

The Port of Seattle Marine Maintenance needs to establish a Special Shift, under Article 17, Section 1, Paragraph F, of the current Master Labor Agreement. The need for a Special Shift is caused by the nature of the work. The crews will be disconnecting and replacing sewer lines beneath a restaurant which operates until 2330 hours. As the property owner, the Port is obligated by the lease agreement, not to engage in activities that are deleterious to the business of the tenant. To accomplish this work as efficiently as possible, with the least amount of disruption to the tenant's business, the Parties agree to the following:

1. Conditions beyond the control of the Port require that work disconnecting and replacing sewer lines beneath Chinooks Restaurant, only be performed outside the regular day shift, necessitating a Special Shift, under Article 17-1-F of the Master Agreement.
2. The Laborers shall work a special shift of Monday through Thursday for ten (10) hours at straight time, a ten hour shift, until the project is completed.
3. The employees shall be paid 10 hours for nine and half (9 ½) hours worked.
4. Any pre-shift or post-shift overtime shall be compensated at the appropriate rates, including but not limited to double time for any pre-shift overtime performed on Sunday.
5. According to the Master Agreement, Appendix 1, Schedule "A" section 8, when Laborers are required to work in or with live sanitary sewage, they will receive a premium pay of forty dollars (\$40.00) per day above their regular daily classification pay.
6. This agreement is non-precedent setting.

IN WITNESS WHEREOF, the parties concur this 22nd day of Oct.

By: _____
PORT OF SEATTLE,
Gary Schmitt, Director of Labor Relations

By: 
LABORERS LOCAL UNION
NO. 242
Dale Cannon, Business Manager

Pacific Northwest Regional Council of Carpenters



Affiliated with
United Brotherhood of Carpenters and Joiners of America

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kstroup@nwcarpenters.org



MEMORANDUM OF UNDERSTANDING

Between the

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS OF THE UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

And the

PORT OF SEATTLE

HOURS OF WORK DURING THE SEASONAL MIGRATION DECORATION (SMD) SET UP AND TAKE DOWN

During the Seasonal Migration Decoration (SMD) set up and break down by the Carpenters, a Shift Change will take effect the week of November 29, 2009 through December 2, 2009.

The crew will be scheduled to work Sunday/Monday through Thursday. The hours of work will be approximately from 10:00 p.m. to 8:30 a.m. They will work four (4) ten (10) hour shifts at the straight time rate plus 15% for graveyard shift differential. The crew will work 10 hours for 10 hours of pay at 15% shift change rate. Any pre-shift or post-shift overtime shall be compensated at the appropriate rates.

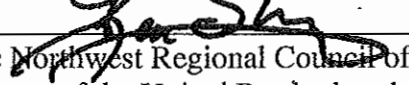
The code used will be 715 for that 10 hour timeframe from November 29, 2009 through December 2, 2009.

The same will apply for the breakdown of the SMD which will occur approximately after the December Holiday. Dates not yet confirmed however estimate 2nd week in January, 2010.

This Memorandum of Understanding is non-precedent setting

IN WITNESS WHEREOF, the parties concur this _____ day of October 2009.

By: _____
PORT OF SEATTLE,
Gary Schmitt
Director of Labor Relations

By: 
Pacific Northwest Regional Council of
Carpenters of the United Brotherhood of
of Carpenters and Joiners of America
Ken Stroup,
PNWRCC Contract Administrator

KS:tc/opei#8-aflcio



MEMORANDUM OF UNDERSTANDING

By and Between

PORT OF SEATTLE

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated with the International Brotherhood of Teamsters
Representing Police Officers

Re: Temporary Modified K-9 Schedule

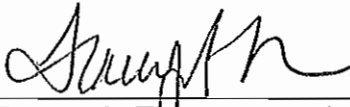
Teamsters Local Union No. 117 (Union) and the Port of Seattle (Port), signatories to a 2009-2011 Collective Bargaining Agreement (CBA) for Police Officers, hereby agree as follows:

1. In recognition of the Canine Officers' request to have an overlapping day for more consistent training, the Port will permit Canine Officers to bid a modified version of the "normal schedule and days off," listed in Articles 11.01 and 11.04 of the CBA, on a temporary, trial basis.
2. Under this modified K-9 schedule, Canine Officers shall still be required to bid to a different Patrol squad, excluding the Waterfront Unit, as designated in the CBA, however their work days and days off will be modified. During each fourteen (14) day work cycle, Canine Officers shall still be required to work three (3) consecutive twelve (12) hours days, followed by four (4) consecutive days off, followed by four (4) consecutive days worked, followed by three (3) consecutive days off. Wednesday shall become the new "flip" day for Canine Officers under this modified K-9 schedule.
 - a. For example, this modified K-9 schedule will have offered for bid the following two schedules, depending on squad and watch, in which Canine Officers will work either:
 - i. Monday, Tuesday, Wednesday, and every other Sunday; or
 - ii. Wednesday, Thursday, Friday, and every other Saturday.
3. The work period for Canine Officers shall remain twenty-eight (28) days for Fair Labor Standards Act (FLSA) Section 7(k) purposes.

4. This modified K-9 schedule will take effect as soon as practicable and will remain in effect through the last twenty-eight (28) day FLSA 7(k) period of 2010.
5. The Port and Union agree that this modified K-9 schedule is a temporary, one-time, non-precedent setting agreement, and that neither the Port nor Union is bound to extend this MOU beyond its expiration.
6. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control.

**FOR TEAMSTERS LOCAL UNION NO.
117, IBT:**

FOR THE PORT OF SEATTLE:



Tracey A. Thompson
Secretary-Treasurer

1/27/10

Date

Tay Yoshitani
Chief Executive Officer

Date

**MEMORANDUM OF AGREEMENT
By and Between**

**PORT OF SEATTLE
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated With The
International Brotherhood of Teamsters
Representing Police/Fire Communications Specialist**

Re: Job Share Agreement – Covering Melinda Dragnich and Ryann Bauer

The Port of Seattle (Port) and the Teamsters Local Union No. 117 (Union), hereinafter "Party" or "Parties," enter into this Memorandum of Understanding (MOU), and hereby agree to allow, on a temporary basis, Melinda Dragnich (Dragnich) and Ryann Bauer (Bauer) to share one (1) full-time equivalent (FTE), forty (40) hour Police/Fire Communication Specialist position, subject to the following conditions:

1. **Hours Per Week:** Dragnich can be regularly scheduled for twenty-four (24) hours per week. Bauer can be scheduled no more than seventy-nine (79) hours per month.
2. **Overtime:** Dragnich and Bauer shall be paid overtime (OT) for any hours worked beyond their regularly scheduled hours in a shift (eight (8) or ten (10) hours depending on the schedule), or OT for any hours worked in excess of forty (40) in a work week. All involuntarily assigned, mandatory OT shall be paid at the OT rate.

Dragnich shall cover vacancies as other full-time, forty (40) hour a week employees do under Article 13.09 of the Collective Bargaining Agreement (CBA). Bauer may work additional hours up to seventy-nine (79) hours per month total, including her regularly scheduled hours.
3. **Shift/Schedule Bidding:** Dragnich and Bauer, together, shall be eligible to bid on one (1) shared FTE position on the schedule, based on Dragnich's seniority.
4. **Vacation/Holiday Bidding:** Vacations and Holidays shall be bid separately by Dragnich and Bauer according to their individual seniority.
5. **Benefits:** Per Article 23.01 of the CBA, Dragnich shall be eligible for Health and Welfare, Dental, Vision, Supplemental Life Insurance, and Retiree Medical provided in the CBA. Bauer shall not be eligible for benefits.

Ex. F

6. **Leave Accruals:** Vacation, Sick Leave, and Holidays shall be prorated according to the hours Dragnich and Bauer work.
7. **Termination of Job Share Agreement:** Either Party may terminate this MOU by providing the other Party thirty (30) calendar days written notice.

The Parties agree that this job share MOU represents one (1) FTE position. In the event the job share is terminated by the Union or Port, for any reason, Dragnich (as the senior employee with more seniority) will have the first opportunity to assume the shared FTE position. Bauer (as the junior employee with less seniority) may assume the shared FTE position or another bargaining unit FTE position, if either is available, but will not have the right to bump an employee with less seniority out of their FTE position. The employee who remains in the shared FTE position will resume a full-time schedule no later than thirty (30) calendar days after vacancy.

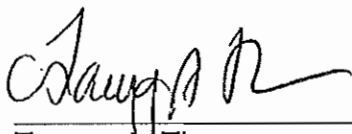
However, upon the discretion of management, either employee may assume a part-time, temporary position.

Prior to entering into this MOU, Dragnich and Bauer were given the opportunity to assume an open FTE position, and both declined.

8. **Layoff/Rehire:** If either Dragnich or Bauer assume the shared FTE position, and if management does not agree to assign the other (either Dragnich or Bauer) to a part-time, temporary position, that other employee will be laid off and eligible for rehire for a period of twelve (12) months (with no loss of seniority) should a bargaining unit FTE become available during that time. Dragnich or Bauer must have been an employee in good standing at the time of layoff to be eligible for rehire.
9. **Term of Agreement:** On December 31, 2010, this job share MOU will automatically terminate, unless the Port and the Union agree, in writing, to continue the job share. The Port and the Union agree to review this agreement no later than October 31, 2010.

This MOU is agreed to and entered into on the ____ day of _____, ____.

FOR TEAMSTERS LOCAL UNION NO. 117: FOR THE PORT OF SEATTLE:



Tracey A. Thompson
Secretary/Treasurer

Tay Yoshitani
Chief Executive Officer