

**COLLECTIVE BARGAINING AGREEMENT**

**BY**

**AND**

**BETWEEN**

**THE PORT OF SEATTLE**

**AND**

**SEATAC INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL UNION NO. 1257**

**JANUARY 1, 2012 – DECEMBER 31, 2013**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
	Preamble	4
1	Recognition	4
2	Union Membership & Dues	4
3	Non-Discrimination	5
4	Union Business	5
5	Management Rights	6
6	Labor-Management Committee and Accident Review Safety	7
7	Seniority	8
8	Personnel Reduction	8
9	Employee Status	8
10	Discipline and Discharge	9
11	Promotions and Vacancies	9
12	Transfers, Temporary Assignments and Appointments	10
13	Grievance Procedure	12
14	Policy and Procedures	14
15	Hours of Work and Overtime	14
16	Jury Duty/Subpoenaed Witness	16
17	Sick Leave and Disability	16
18	Vacation	19
19	Holidays	21
20	Bereavement/Emergency Leave	23
21	Time Off for Appointments	23
22	Educational Reimbursement	23
23	Military Leave	24
24	Insurance	24
25	Uniforms and Protective Clothing	27
26	Physical Fitness Program	27
27	Physical Capacity Evaluations Requirements	27
28	Savings Clause	27
29	Deferred Compensation	27
30	Change in Working Conditions	28
31	Scope of Agreement	28
32	Strikes and Lockouts	28
33	Staffing Aid Car and Drivers	28
34	Joint Apprenticeship Training Committee Program (JATC)	29

35	Duration of Agreement and Effective Date	30
APPENDIX A	Pay Rates	31
APPENDIX B	Drug Testing/Substance Tests	36
APPENDIX C	Substance Abuse Rehabilitation	41
APPENDIX D	First Aid Facility	42

## **PREAMBLE**

This agreement is between the **International Association of Firefighters Union, Local #1257** (hereinafter referred to as the “**Union**”) and the **Port of Seattle** (hereinafter referred to as the “**Port**”). The purpose of the Union and the Port entering into this agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of Fire Department functions, morale, safety, and security of bargaining unit employees, and harmonious relations, giving full recognition to the rights and responsibilities of the Port, the Union, and the employees, and to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department.

## **ARTICLE 1 - RECOGNITION**

The Port recognizes the Union as the sole and exclusive bargaining agent for the following employees of the Fire Department: Battalion Chiefs, Captains, Firefighters A, B, C, D, E, Firefighter Mechanic, Alarm Technician, Fire Marshal, and the Training Division Chief. The Fire Chief and Assistant Chiefs are excluded from the unit as are all other personnel.

## **ARTICLE 2 - UNION MEMBERSHIP & DUES**

### **Section 2.1 – Union Membership**

All present employees who are members of the Union as of the date of the execution of this agreement shall remain members during the life of this agreement or in lieu thereof pay a service charge equivalent to the regular monthly dues to the Union toward administration of this agreement as a condition of continued employment. Any present employee who was not a member of the Union and who was employed before the certification date of the bargaining unit shall not be required to become a member, nor shall such employee be required to pay a service charge dues equivalent. However, if such employee elects in the future to become a member, he/she shall remain a member thereafter during the life of this agreement as a condition of continued employment.

It shall also be a condition of employment that all employees covered by this agreement and hired on or after its execution date, shall on the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing in the Union with the exception indicated below for bona fide religious objections, or pay a service charge equivalent to regular monthly dues for administration of this agreement.

Pursuant to state law, objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be observed. Any such employee shall pay an amount of money equivalent to regular monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues. The employee shall furnish written proof to the Union that such payment has been made.

**Section 2.2 – Dues Deduction**

The Port agrees to make a deduction from the paycheck of each member covered by this agreement who has so authorized it by signed notice submitted to the Port, limited to the Union initiation fee, and regular monthly dues, or the service charge equivalent of monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

**Section 2.3 – Indemnification**

The Union agrees to indemnify, defend, and hold harmless the Port against any claims made and against any suit instituted against the Port on account of any collection of dues for the Union. The Union agrees to refund to the Port any amounts paid to it in error on account of the collection provision upon presentation of proper evidence thereof.

**Section 2.4 – Membership Conditions**

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

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

**ARTICLE 3 - NON-DISCRIMINATION**

**Section 3.1 – Union Membership**

There shall be no discrimination, interference, restraint, or coercion by the Port against any employee for activity on behalf of, or membership in, the Union.

**Section 3.2 – Equal Opportunity**

The parties to this agreement agree there shall be no discrimination against any employee or job applicant because of race, color, creed, sex, age, national origin, marital status, sexual orientation, religion, ancestry, military status, or physical, mental, or sensory disability.

**Section 3.3 – Affirmative Action**

The Port of Seattle (Fire Department), is a non-exempt Government Contractor subject to the requirements of Executive Order 11246, as amended and its implementing regulations at 41 CFR Chapter 60. The Port of Seattle Fire Department's commitment to Equal Opportunity and Affirmative Action covers all phases, terms and conditions of employment including: recruiting, hiring, placement, compensation, promotion, transfer, disciplinary measures demotions, layoffs, termination, testing, training, daily working conditions, awards, and benefits.

**ARTICLE 4 - UNION BUSINESS**

**Section 4.1 –Bulletin Board Space**

The Port shall provide one bulletin board for the use of the Union in each Fire Station at a convenient location, accessible to employees.

### **Section 4.2 – Visitation Rights**

Authorized representatives of the Union shall be allowed reasonable access to visit work locations of the employees covered by this agreement at any reasonable time or location for the purpose of administering this agreement, investigating possible grievances, or other matters concerning employee-employer relations. Such access shall be permitted in a manner as not to interfere with the functions of the Department or the Port. This section shall apply within the constraints of Federal or State Regulations and Statutes.

### **Section 4.3 – Leave**

The employer shall make available to the Union a total of 144 hours of paid leave per annum for the purpose of allowing Union Officials to attend conventions, conferences, seminars and meetings related to contract administration or labor relations training provided that written notification from the Union President is received by the Fire Chief no more than ninety (90) days in advance with two (2) minimum days notice. Only one person per shift will be allowed to be in Union leave status at any point in time. The employer retains the right to restrict such leave when an emergency exists or such leave would cause a danger to public safety or such leave would knowingly cause overtime, at the time of request.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **Section 5.1 – Summary**

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.

The Port reserves any and all exclusive rights concerning the Management and operation of the Department, except as specifically limited in the agreement. In exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the Firefighter shall be changed, modified, or otherwise affected without concurrence of the Union.

### **Section 5.2 – Specific and Exclusive Management Rights**

Subject to the provisions of this agreement, the Port reserves the right:

- 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 direct and evaluate the performance of work;
- d. To determine the keeping of records;
- e. To determine the job content and/or job duties of employees, with the condition that job content and job duties are consistent with generally recognized Department functions;

- f. To determine methods, processes, means, and personnel necessary for providing service and Departmental operations, including but not limited to: determining the increase, diminution, or change of operations or fire equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment;
- g. To control the Departmental budget, and if deemed appropriate by the Port, to implement reduction in force;
- h. To schedule work 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;
- i. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- j. To manage and operate its Departments except as may be limited by provisions of this Agreement and applicable law.

**Section 5.3 – Incidental Duties Not Always Described.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

**Section 5.4 – Evaluation.** The Union and Management will jointly develop a performance evaluation form. The form will be mutually agreed upon by both parties through the Labor Management Committee. Once developed, any changes to the form must be agreed upon by both parties through the LMC.

**ARTICLE 6 - Labor-Management Committee and Accident Review/Safety Committee**

**Section 6.1 –Labor-Management Committee**

There shall be a Labor-Management Committee consisting of representatives appointed by the Union and representatives appointed by the Port. This article creates a communication process for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the Department as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of the labor agreement shall be excluded from consideration by the Labor-Management Committee under this article. Either the Union or the Port may initiate discussion subjects of a general nature affecting the employees of the Fire Department. A meeting of representatives of the Port and Union may be requested by either of the parties and they shall schedule such a meeting at a mutually agreeable time and place; provided that, during the term of this agreement, meetings shall normally be scheduled on a monthly basis. A proposed agenda shall be prepared jointly and distributed prior to each meeting. Minutes shall be kept of the meetings, and a copy submitted to each of the committee members and posted on bulletin boards.

**Section 6.2 – Accident Review/Safety Committee**

There shall be an Accident Review/Safety Committee established and maintained as defined in the Firefighters Safety Standards of Washington State.

## **ARTICLE 7 - SENIORITY**

Seniority shall be retroactive to the date of employment in the Port of Seattle Fire Department bargaining unit after satisfactory completion of the probationary period. Seniority shall be broken only by separation from employment including resignation, discharge, medical separation, or retirement (except as provided by statute for duty disability retirement), or by layoff in excess of thirty-six (36) months. Employees with the same seniority date shall be assigned to the seniority list in order of their final score ranking at the Port approved Recruit Academy.

Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

## **ARTICLE 8 - PERSONNEL REDUCTION**

### **Section 8.1 – Layoff**

In the case of a personnel reduction the employee with the least seniority shall be laid off first except as indicated below. The employees shall be recalled in reverse order of layoff with the last laid off first recalled. An employee's seniority status and recall rights shall be retained for a period of thirty-six (36) months following layoff. The Port agrees to notify an employee a minimum of thirty (30) calendar days prior to layoffs.

### **Section 8.2 – Retention of Seniority and Recall Rights**

An employee's seniority status and recall rights shall be retained for a period of thirty-six (36) months following layoff. Within thirty-six (36) months of a layoff, no new employees shall be hired until all laid-off employees have been sent a written recall notice by certified mail, return receipt requested, and given ample opportunity (within twenty-one (21) calendar days from time the notice was received or returned) to return to work. It is the responsibility of the employee to keep the Port informed of a current mailing address while on layoff.

An employee recalled shall return at the same classification held at the time of the layoff. All recalled employees may be required to attend a refresher course offered by the Department and pass the accompanying evaluation.

## **ARTICLE 9 - EMPLOYEE STATUS**

### **Section 9.1 – Written Notice**

The Port shall submit written notice to the Union of the following actions affecting employees: demotion, suspension, termination by type (retirement, disability, discharge for cause), and reduction in force.

### **Section 9.2 –Seniority List**

The Port shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this agreement.



## **ARTICLE 10 - DISCIPLINE AND DISCHARGE**

### **Section 10.1 – Progressive Discipline**

No employee shall be disciplined or discharged without just cause. Except as indicated in Section 10.4 below or for gross misconduct, discipline shall be applied in a progressive manner with the emphasis on constructively improving the employee's performance rather than just providing punishment. In accordance with: Standards of Performance and Conduct, Corrective Action and Discipline, Port of Seattle HR-18.

### **Section 10.2 – Documentation Handling**

The Union shall be provided copies of disciplinary documentation including warning letters, written reprimands, letters of suspension or demotion, and notifications of discharge for cause. Such documentation shall be handled on a confidential basis.

### **Section 10.3 – Departmental Procedure**

The parties agree that discipline is a command function and that the Fire Department may institute a disciplinary procedure separate from this agreement. Decisions on disciplinary matters where the discipline imposed involves discharge, suspension, demotion, or written reprimands shall be subject to the Grievance Procedure as outlined therein (See Article 13) except as provided in Section 10.4 below.

Additionally, the Union and the Port agree that abuses of the Port attendance policy shall not be condoned. The Union will cooperate with the Port to help assure that attendance standard is maintained.

### **Section 10.4 – Probationary Employees**

It is recognized that Firefighters are on probationary status for one year from date of hire. Captains and Battalion Chiefs are on probationary status for one year from date of promotion. Disciplinary measures including discharge for failure to meet standards for such employees shall not be subject to the grievance procedure or to the limitations indicated in Section 10.1 above.

### **Section 10.5 – Union Representative Present**

Any employee subject to an interview which may result in disciplinary action may have a Union Representative present.

## **ARTICLE 11 - PROMOTIONS AND VACANCIES**

The parties will convene a promotional committee to jointly develop promotional testing procedures. The jointly-developed procedures will be mutually agreed upon by both parties through the Labor Management Committee. Once the parties agree, the procedures will be memorialized and distributed throughout the Department. Once developed, any changes to the procedures must be agreed upon by both parties through the LMC. It will be the responsibility of the Fire Chief to make the promotional selection.

**ARTICLE 12 - Transfers, Day Shift Assignments, Temporary Assignments, and Temporary Appointments**

**Section 12.1 – Transfers**

Management shall retain the right to assign personnel.

**Section 12.2 -Day Shift Assignments**

- a. Day shift assignments will be determined by Management.
- b. The day shift assignment to be filled and the necessary qualifications shall be announced by bulletin posted in a convenient location accessible to all employees for a period of at least 14 days. Certain day shift assignments may require extensive training prior to the actual assignment and those positions shall be posted and the individual may be selected for training purposes up to one year prior to the transfer to the position. An employee seeking to vacate a position with specialized requirements may be required to remain in the position while a replacement is trained to competently perform the duties.
- c. In the event requiring the filling of a critical position, a temporary assignment/appointment may be made on an interim basis as prescribed in Section 12.3 and 12.4 of this contract, only until the proper procedure can be completed for filling such vacancies.
- d. Attempts will be made to provide notice of the available assignments to all bargaining unit personnel on authorized leave of more than ten (10) calendar days in duration. These attempts will be made by email and phone. If an employee wants to be contacted for this purpose at a phone number other than his/her usual contact number, it is his/her responsibility to notify the Department in advance.
- e. Members interested in available day shift assignments must submit a transfer request, through channels, to be considered eligible for positions available. Said requests must be received by management by the close of business on the 15th day after the initial posting.
- f. Applicants requesting transfer who can demonstrate past experience in fire service assignments related to the available work, or can demonstrate and verify completed training specific to the available assignment will be given additional consideration during the selection process.
- g. Applicants for available firefighter positions must be Firefighter A by the date of appointment to said Position to be qualified for assignments. When no “A” Firefighters apply, the grade step may be reduced to “B” and then “C” Firefighter.
- h. It should be further understood that no one is exempt from the opportunity to serve in the day shift capacity and everyone can anticipate being assigned to these responsibilities at least once during their tenure with the Port of Seattle Fire Department. Individuals transferred to such assignments serve at the discretion of management. Term of assignment will depend on the position, personal expertise, additional educational opportunities provided and normally would be for a period of 2 years, plus or minus a few months. (See Appendix A, Pay Rates, 5(c) The Training

Captain and Training Coordinator positions shall be for duration of six (6) years.)

- i. Management will interview applicants prior to a final decision.
- j. When applicants are considered equal in all aspects under consideration for the specific job assignment, the tiebreaker shall be seniority. For this purpose, seniority shall be considered as time in rank.

### **Section 12.3 – Selection Process**

The following process shall be followed when selecting individuals for the day shift assignments:

- a. Interested individuals shall apply using a transfer request and route it through channels.
- b. When only one person applies, that individual will be selected if s/he meets the minimum requirements.
- c. Where more than one person applies, the selection shall be limited to those candidates. Where the incumbent is one of the multiple applicants, the incumbent shall be selected provided that:
  1. The incumbent has not served more than two (2) continuous terms, and
  2. There is no documented evidence of unsatisfactory performance relative to the position
- d. When no one applies, the choice will be open to all individuals within that rank and the selection will apply the criteria that no one will be required to serve twice until all have served once.

### **Section 12.4 – Temporary Assignments**

A temporary assignment is defined as a period of not less than forty-five (45) calendar days, and not more than six (6) months, with exceptions being made for emergency situations and subject to the following provisions:

- a. All temporary assignments shall be reviewed and approved by the Labor-Management Committee. A quorum consisting of two (2) labor and two (2) management representatives must be present. When the committee reaches consensus, the decision shall be binding. When no consensus is reached, the responsibility for final decisions rests with the Fire Chief.
- b. The Labor-Management Committee shall consider prior to rendering its determination such things as impact on employee vacation and holidays, collateral effect on other Department business, cost savings effectiveness, and any other issues relative to Department business and employee welfare.
- c. Temporary assignments shall not be used in lieu of hiring Full Time Employees.

Nothing in this Section will limit Management's ability to adjust an employee's schedule for training opportunities, jury duty, or short-term special assignments contingent on the employee's agreement. The adjusted schedule will be compensated consistent with the provisions of applicable wage and hour laws.

### **Section 12.5 – Temporary Appointments**

A temporary appointment is defined as having the same authority, responsibility, rights and privileges associated with that rank and is subject to the same conditions of Section 12.4. Temporary appointments shall not be used in lieu of promoting from the current eligibility list.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

### **Section 13.1 – Scope of Grievance Procedure**

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. A grievance is defined as an alleged violation of the collective bargaining agreement. Longstanding conditions which have been mutually accepted through past practice and which are not specifically addressed in this labor agreement shall not be subject to the Grievance Procedure.

An employee aggrieved by a final decision where the discipline involved is suspension, demotion, discharge, or written reprimand may proceed by filing a written grievance as outlined in Step 3 of this grievance procedure.

### **Section 13.2 – Union Representation, Class Grievances**

A grievance may only be brought under this procedure by an aggrieved employee, or by his/her Union representative, or by the Union. Union class grievances shall be initially submitted at Step 2 to the Administrative Assistant Chief.

### **Section 13.3 – Time Limitations and Informal Handling of Grievances**

Before a grievance is filed formally, every effort must be made to resolve differences between the employee and the immediate supervisor. Also, the grievance should be reviewed on an informal basis through the chain of command within the Fire Department.

Except as otherwise provided in this paragraph, the Employee or the Union shall have no more than thirty (30) calendar days from the incident that precipitated the grievance to instigate the formal grievance procedure steps as identified in Section 13.4 below. However, in the event of a payroll issue, the time limitation shall be established as thirty (30) calendar days from the letter date the grievance party became AWARE of the grievance but in no case, more than ninety (90) calendar days from the incident that precipitated the grievance.

A grievance not brought within the time limit prescribed in Step 1, or submitted within the time limits prescribed for every step thereafter, shall not be considered timely and shall be void. The time limits prescribed in Section 13.4, Step 2 through 6 may be waived at each step by mutual agreement, in writing, by the aggrieved employee or the Union in a class grievance and the appropriate management representative.

### **Section 13.4 – Steps**

**Step 1:** If the grievance is not resolved informally, the aggrieved party may initiate a formal grievance if filed within the time limit as established in Section 13.3 above. If formal grievance procedure is initiated, the aggrieved employee shall submit a written grievance to his/her supervisor. The written grievance at this step and all steps thereafter

shall contain the following information: (1) a statement of the grievance and the facts upon which it is based, (2) the alleged violation of the agreement; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee or the Union. Unless the previous conditions are met, the grievance shall not be accepted for processing. The supervisor shall respond in writing to this grievance within seven (7) calendar days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information: (1) an affirmation or denial of the facts upon which the grievance is based; (2) an analysis of the alleged violation of the agreement; (3) the remedy or adjustment, if any to be made; and (4) the signature of the appropriate management representative.

**Step 2:** If the grievance cannot be resolved at Step 1, the Union may move the grievance to Step 2 by submitting it in writing to the Administrative Assistant Chief within seven (7) calendar days of the Step 1 response. The Assistant Chief shall respond in writing within seven (7) calendar days of his/her receipt of the grievance.

**Step 3:** If the grievance is not resolved at Step 2, the Union may move the grievance to Step 3 by submitting a written grievance to the Chief within seven (7) calendar days following the Assistant Chief's response. The Chief shall respond in writing to the grievance within seven (7) calendar days of its receipt.

**Step 4:** If the grievance has not resolved at Step 3, Union may refer the dispute to final and binding arbitration by notifying the Port in writing of submission to arbitration within ten (10) calendar days after receipt of the Fire Chief's written response at Step 3. Within seven (7) calendar days from sending its notice, the Union shall contact the Federal Mediation and Conciliation Service to obtain a list of seven (7) qualified arbitrators. Within ten (10) calendar days after receipt of the list, after flipping a coin to see which party goes first, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. Alternatively, the parties may mutually agree upon an arbitrator instead of obtaining a list from FMCS.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union and Port.

The Port and the Union shall share equally the fees and expenses of the arbitrator.

Each party shall bear its own costs of presenting grievances and/or arbitrations under this agreement including attorney's fees.

## **ARTICLE 14 - POLICY AND PROCEDURES**

The Union agrees that its members shall comply with all Fire Department Policies and Procedures including those relating to conduct and work performance. Prior to implementation of changes in Policies and Procedures the Port agrees to discuss the intended changes with the Labor-Management Committee.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

### **Section 15.1 – Workweek**

Except for those employees assigned to the forty (40) hour shifts, the regularly scheduled average hours of duty will not exceed two thousand four hundred twelve (2,412) hours per year based on a four (4) year average. For employees on twenty-four (24) hour duty shifts, the work cycle shall be sixteen (16) days, not to exceed one hundred twenty one (121) hours. Each employee assigned to a twenty-four (24) hour duty shift will be required to work nine (9) Debit Days per calendar year.

- a. No member shall work in excess of seventy-two (72) hours in any position without a minimum break of twelve (12) hours; except in unusual emergency situations and only with the approval of the Fire Chief or his/her designee.
- b. Changes in Debit Days shall be assigned by the Chief or his/her designee. All changes will consider minimizing the possibility of overtime.
- c. When Debit Day schedules must be changed to minimize overtime, the affected members shall attempt to reach an agreement on who will be reassigned. If a mutual agreement cannot be reached, Department seniority shall be used and the member with the least seniority shall be reassigned.

### **Section 15.2 – Change in Starting and Stopping Time**

Shift change for twenty-four (24) hour employees shall be eight (08:00) a.m. Employees assigned to a forty (40) hour workweek may work a flextime schedule if approved by the Chief and in conformance with Port Policy.

- a. Alternate work schedules, including a 4/10 day shift, shall be established in Fire Department Policy.
- b. When emergency conditions exist, the Port may change starting and stopping times. The Port will notify the Union as soon as feasible under the circumstances.

### **Section 15.3 – Light Duty**

When an employee is unable to perform his/her regular duties due to injury or illness, the employee shall be assigned temporarily to special duty for a maximum of six (6) months duration from the date of injury or illness.

It will be the mutual objective of the parties to return disabled LEOFF II employees to work as quickly as possible when return to work is clearly appropriate from a medical standpoint in compliance with State of Washington Disability and Retirement Statutes. Light duty assignments shall normally be made on a forty (40) hour Fire Department shift

schedule. Light duty Fire Department assignment will be mandatory to all LEOFF II employees, duty and non-duty disabilities, who have medical approval from their health care providers to return to work on a light duty status utilizing the Port's Job Analysis Form FDJA-1-98. The employer shall provide the appropriate work within the Fire Department.

#### **Section 15.4 – Day Shift Employees**

Except as provided in Section 15.7 and under the conditions stated in Section 15.9, in the event a need for overtime occurs, the employee shall be paid at the overtime rate (1½) for work performed over and above a full-time regularly scheduled workweek, or on “an employee’s Saturday, or Sunday” or holiday. In no case shall overtime compensation be duplicated or pyramided.

#### **Section 15.5 – 24-Hour Shift Employees**

These employees shall be paid at the straight-time rate for work hours scheduled. Work assigned before or after a twenty-four (24) hour on-duty shift or on off-duty shifts shall be paid for at the overtime rate (1 ½) when they work in excess of the daily twenty-four (24) hour shift schedule or in excess of one hundred twenty one (121) hours during the sixteen (16) day work cycle. In no case shall overtime compensation be duplicated or pyramided.

#### **Section 15.6 – Trading Days Off**

When an employee wishes to trade work time with another employee, such trading of work time shall be subject to approval of the On Duty Battalion Chief. Reference Policy #411, Appendix IIA and IIB. When one employee voluntarily trades shifts with another, the number of hours worked will be calculated as if the employee had worked his/her normal work schedule for that shift.

#### **Section 15.7 – Overtime Compensation**

All overtime compensation must be authorized by the Chief or his/her designee in advance. The pay of employees who arrive late will be reduced as appropriate. Voluntary early relief will be managed in accordance with applicable law.

#### **Section 15.8 – Call Back**

If an employee is called back to work outside of his/her normal schedule, such employee shall receive a minimum of four (4) hour compensation at the overtime rate. The number of hours the employee is called back to work shall be at the discretion of the Battalion Chief. The four (4) hour minimum does not apply to shift extension.

- a. For pre-scheduled call back assignments outside of the employee’s regular work schedule, compensation will start when the employee begins work at the work site.
- b. For unscheduled call back assignments requiring immediate return to the work site, compensation will start at the time the employee is called back and will include time spent traveling to the work site. Management reserves the right to use its discretion in such unscheduled call back assignments and may give consideration to the amount of time an employee will require to report and the distance s/he will need to travel.

**Section 15.9 – Calculations of Hourly Rates**

When calculating the hourly base rate of pay which shall apply to said excess hours of work, the established monthly salary of Firefighters shall be multiplied by twelve (12) to obtain the annual salary which shall then be calculated in the following manner:

8-hour and 10-hour day shifts shall be divided by two thousand eighty (2,080) (40 hours/week x 52 weeks/year = 2,080 hours per year).

24-hour shifts shall be divided by two thousand four hundred twelve (2,412).

**Section 15.10 – Special Assignments Schedules**

An employee initiated request for a temporary change in work schedule will be given consideration for those members serving in special or extraordinary events, such as tunnel inspections, pit fire drills, and vehicle maintenance.

**ARTICLE 16 - JURY DUTY/SUBPOENAED WITNESS**

**Section 16.1 – Compensation Conditions**

When an employee is called for and serves as a subpoenaed witness on Port-related cases or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port. Port compensation for service as a subpoenaed witness on Port-related cases only applies to absence from regularly scheduled work hours and does not apply to individual members bringing suit against the Port.

**Section 16.2 – Limited Overtime Conditions**

Employees serving as a subpoenaed witness of a Port-related case will be compensated at the overtime rate, for time worked outside of the normally scheduled work time. Employees serving on jury duty shall remain on regular pay for on-duty hours served. Overtime is not provided for off-duty jury participation.

**Section 16.3 – Schedule Adjustment**

In accordance with Section 12.4, Management may adjust an employee's schedule for jury duty or service as a subpoenaed witness on a Port-related case contingent on the employee's agreement.

**ARTICLE 17 - SICK LEAVE AND DISABILITY**

**Section 17.1 – Use of Sick Leave**

Use of Sick Leave is limited to authorized absence due to employee or immediate family member illness or injury. For the purposes of this Section, immediate family member is defined as spouse or domestic partner and the parents or children of the employee, spouse or domestic partner.

Departmental management may at any time require a health care provider's statement to justify the 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 health care provider. Nothing herein shall undermine the right of the Port to require an employee to show valid and satisfactory proof of illness or injury anytime sick leave or disability leave is used. Misrepresentation



of any material facts in connection with paid sick leave or disability leave by any employee will constitute grounds for disciplinary action up to and including discharge.

In any case where an employee is entitled to benefits under State Worker's Compensation Act as it now defined, providing payments to injured or disabled workers, the Port shall pay only the difference between the benefits received by such employees and their regular rate of compensation shall be limited to the period of time that such employee has accumulated sick leave and in compliance with applicable law. The Port may require the employee to furnish medical proof, or to submit to a medical examination by a Port appointed physician at the Port's expense to determine whether a subsequent injury or illness is new and separate or an aggravation of a former injury or illness.

### **Section 17.2 – Sick Leave Coverage – Bargaining Unit Members**

Sick leave accruals shall be based on a pro rata share of a full-time work schedule (compensated time) and shall be computed based on the following hours in a work shift;

- a. Members who work 24-hour schedules shall accrue 12 hours or one-half of a 24-hour shift per month of sick leave.
- b. Members who work 40-hour schedules shall accrue 10.2 hours per month of sick leave
- c. These accruals shall commence from the date of employment. Sick leave accruals may be used following 30 days of continuous employment.
- d. Sick Leave for employees hired after January 1, 2005 may be accumulated up to 1,440 hours.

### **Section 17.3 – Sick Leave Upon Termination**

After five (5) years of service, bargaining unit members, upon termination of employment, shall receive compensation for 50% of their unused sick leave, provided that twenty five percent (25%) of the cash out shall be contributed into the WSCFF Employee Benefit Trust in accordance with Section 24.9 (WSCFF Medical Expense Reimbursement Plan) of the Agreement.

### **Section 17.4 – Disability, LEOFF, Plan II**

Duty disability coverage and non-duty disability coverage shall be as follows:

- a. Duty disability coverage for LEOFF, Plan II, Employees shall be provided by the Port of Seattle at 100% coverage as provided by the State Industrial and Workers' Compensation Act and Appendix B, Duty Disability Supplement.
- b. Non-Duty disability for LEOFF, Plan II, Employees shall be provided by sick leave as stipulated in this Article and by insured disability benefits as may be agreed to between the Union and the Port. There shall be no duplication of coverage under sick leave and insured benefits.
- c. When combined with such other benefits, accrued sick leave may be applied up to but not to exceed the employees' regular pay rate.

- d. Any employee who is receiving both (1) insured non-duty disability benefits from the WSCFF/Standard disability program and (2) employer provided paid leave, shall be required to promptly remit payment of any WSCFF/Standard disability benefits to the employer to buy-back paid leave used while on such non-duty disability. Leave shall be bought back hour-for-hour, based on the respective employee's rate of pay. Employees will not be able to buy-back more leave than what was used while on such non-duty disability.

**Section 17.5 – Extended Coverage, LEOFF, Plan II, (Duty Disability)**

Employees who qualify for payments under RCW 51.32.090 due to temporary total or partial disability may be continued as an employee beyond the six (6) months from the date of injury or illness, subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,
- b. Such employee(s) will perform light duty tasks, subject to the approval of the employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in “a” above.

**Section 17.6 – Extended Coverage, LEOFF, Plan II, (Non-Duty Disability)**

Employees who are unable to perform their regular job(s) as a result of a non-occupational illness or injury may be continued as an employee beyond six (6) months from the date of injury or illness subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,
- b. Such employee(s) will perform light duty tasks, subject to the approval of the employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in “a” above.

**Section 17.7 – Family Medical Leave Act (FMLA) and Family Care Act (FCA)**

An employee will be permitted to use accrued time off when on leave as provided by the FMLA and FCA while adhering to the Port of Seattle Policy.

**Section 17.8 – Shared Leave**

On a voluntary basis and in accordance with procedures outlined in Port Policy/Procedure HR-5, Leaves, employees may donate accrued leave to benefit other employees who are

suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment.

Any employee may donate any amount of vacation, sick leave, or pooled leave. In accordance with HR-5, Shared Leave will be paid at the recipient's own rate of base pay. Donated leave shall be designated to a specific individual. Donations and requests for shared leave will be coordinated in Human Resources.

### **Section 17.9 – Attendance Incentive**

Any employee who has completed one year of continuous employment without any absence from work except as provided below will receive an attendance incentive of two hundred fifty dollars (\$250.00).

- a. For the purpose of this provision, any absence except the following will disqualify an employee from the attendance incentive, i.e., absences as a result of:
  - 1) Vacation (Article 18)
  - 2) Holidays (Article 19)
  - 3) Bereavement Leave (Article 20)
  - 4) Military Leave (Article 23)
  - 5) Jury Duty (Article 26)
  - 6) Subpoenaed Witness Service on a Port related case (Article 26)
  - 7) Time Off for Appointments (Article 21)
  - 8) FMLA Leave
- b. A qualifying year, for the purposes of the attendance incentive, will be accounted for on an individual basis. The year will be measured starting on the first of the calendar month following the date the last disqualifying employee absence occurs until the first of the calendar month one year later.
- c. The employee will be paid their incentive within a reasonable time following their qualifying year.
- d. The Fire Department logbook and payroll hours will be used to determine eligibility.

### **Section 17.10 – Medical Savings Account**

Either party may request to open the agreement with respect to medical savings accounts (e.g. VEBA).

## **ARTICLE 18 - VACATION**

### **Section 18.1 – Rates of Accrual**

Vacation accruals shall be based on a pro-rata share of a full-time work schedule (compensated time) and shall be computed based on the following hours in a work shift – eight (8) hours for day shift personnel and twelve (12) hours for twenty-four (24) hour shift personnel.

- a. Based on the first day of employment from the first full month to and including the thirty-sixth (36th) full month of continuous employment, employees shall accrue vacation as follows:

Day shift personnel = .0468 hours per straight-time hours paid  
(.049 x 2,080 annual hours = 102 hours or 12.75 shifts)  
24-Hour personnel = 10 hours per month  
(10 x 12 months = 120 hours or 5 shifts)

- b. From the thirty-seventh (37th) full month to and including the one hundred thirty-second (132nd) full month of continuous employment, employees shall accrue vacation as follows:

Day shift personnel = .07 hours per straight-time hours paid  
(.0736 x 2,080 annual hours = 153 hours or 19.125 shifts)  
24-Hour personnel = 15 hours per month  
(15 x 12 months = 180 hours or 7 ½ shifts)

- c. After the completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133rd) full month, employees shall accrue vacation as follows:

Day shift personnel = .0936 hours per straight-time hours paid  
(.098 x 2,080 annual hours = 204 hours or 25.5 shifts)  
24-Hour personnel = 20 hours per month  
(20 hours x 12 months = 240 hours or 10 shifts)

- d. After the completion of fifteen (15) years of continuous employment starting with the one hundred eighty-first (181st) full month, employees shall accrue vacation as follows:

Day shift personnel = .1123 hours per straight-time hours paid  
(.1178 x 2,080 annual hours = 245 hours or 30.625 shifts)  
24-Hour personnel = 24 hours per month  
(24 hours x 12 months = 288 hours or 12 shifts)

### **Section 18.2 – Limits on Accumulating Vacation Leave and Cash Out**

Vacation leave accumulation for all employees covered under this Agreement shall be limited to a maximum accrual for five hundred seventy six (576) hours. Any vacation leave accruals exceeding this maximum accrual cap shall be forfeited and not subject to cash out and/or use. Employees shall be responsible for monitoring and taking vacation leave in order to avoid any forfeiture of leave. Any unused vacation leave at or under the five hundred seventy six (576) hour accrual cap may be cashed out by the employee under the following conditions:

- a. Vacation hours may be cashed out on any regularly scheduled payday.
- b. The cash-out request/waiver form must be submitted to Payroll by the last day of a pay period in order to be received on the next paycheck.

- c. Cash-outs will be processed at the employee’s scheduled hourly rate of pay as recorded in the payroll system.
- d. Although there is no minimum number of hours that may be cashed out, the cash-out request will not be processed if the vacation balance after the cash-out leaves the employee with less than 100 hours of vacation on the books for suppression shift personnel or less than 80 hours for day shift personnel.
- e. The cash-out is subject to payroll deductions in accordance with applicable law/regulations.
- f. The cash-out may be directed to the employee’s Deferred Compensation account. The deferral will be in accordance with the Salary Reduction Agreement form in effect at the time of the cash-out, either as a flat dollar amount or a percent of pay amount. The deferral amount chosen from the cash-out will be in addition to the usual deduction on the employee’s paycheck.

Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of vacation leave.

**Section 18.3 – Scheduling of Vacation Leave**

At any time after the successful completion of six-months continuous employment, employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date subject to the approval of the Fire Chief or designee as defined in the Fire Department Procedure Manual. Seniority rights shall apply in scheduling vacation.

Additionally, requests for approval of vacation schedules shall be made to the Fire Chief or his/her designee as stipulated in the Fire Department Procedure Manual. While vacation scheduling guidelines are established by the referenced procedure, the final approval discretion regarding specific vacation schedules rests with the Fire Chief or his/her designee. Payment for vacation leave may be made only to the extent of unused vacation accruals at the time of the leave.

**Section 18.4 – Payment for Vacation Leave at Termination**

Upon termination of employment, regular permanent employees shall receive pay in lieu of unused vacation based on the maximum accrual and other limitations stated in this Article.

**ARTICLE 19 - HOLIDAYS**

**Section 19.1 – Designated Holidays and Eligibility**

The following holidays shall be granted with pay limited to all DAY shift firefighters:

<u>Holiday</u>	<u>Normal Date of Observance</u>
New Year’s Day	January 1
Washington’s Birthday	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Fourth Friday of November
Christmas Day	December 25
Four (4) Floating Holidays	2 Port-designated 2 Employee-designated (one in lieu of Martin Luther King's Birthday – May be taken after January 15 each year)

Time off in lieu of holidays shall be scheduled at a time the employer finds most suitable after considering the wishes of the employee and the requirements of the Department.

Members assigned to day shift during the first quarter of the year and expected to be assigned for at least the duration of the year shall be eligible for all four floating holidays. Members assigned to day shift after the first half of the payroll year shall receive one employee designated floating holiday.

Members who are expected to be assigned away from day shift during the year shall be eligible for a proportionate number of floating holidays. It is not the intent of this language to work any Port employee on a Port designated holiday.

**Section 19.2 – Overtime Application**

In addition to eight (8) or ten (10) hours holiday pay, Day shift firefighters who work on the holiday will also receive time and one-half for hours worked.

**Section 19.3 – Day of Observance**

When a holiday falls on a Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the preceding Friday will be observed.

**Section 19.4 – Personal Holiday**

At least 24 hours advanced notice and the Fire Chief or his/her designee's approval is required for the personal holiday. Eligibility for the personal holiday is not established until after the first six (6) months of employment. An employee shall receive no extra pay for not taking a personal holiday, unless directed by the Fire Chief to work on the day scheduled and no other day off can be scheduled before year-end. A terminated employee shall not receive pay for a personal holiday not taken prior to the last day worked. (Also see Section 19.1 for language on pro-rated eligibility.)

**Section 19.5 – Day Shift Holidays**

For employees who are working flexible or 4/10 schedules and a holiday occurs on the employee's normal day off, that normal day off will be treated as a weekend holiday and designated on either the first or last day of the said employee's work week depending on when the holiday occurs.

## **ARTICLE 20 - BEREAVEMENT/EMERGENCY LEAVE**

### **Section 20.1 – Bereavement Leave**

At the discretion of the Battalion Chief, from one (1) to five (5) days for day shift personnel, or from one (1) to three (3) shifts for 24-hour personnel per bereavement which shall not result in compensation for more than the number of hours in any normal workweek may be granted to employees who have been employed for thirty or more days of uninterrupted service and who have suffered the loss by death of a member of their immediate family. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee.

For the purposes of this Section, immediate family is defined as: the employee's spouse or domestic partner; the parents or children of the employee, the employee's spouse, or domestic partner; the sibling, grandparent, or grandchild of the employee, the employee's spouse, or domestic partner; the spouse or domestic partner of the employee's sibling; or as agreed to by the Fire Chief.

### **Section 20.2 – Emergency Leave**

Should a serious illness, injury, or other emergency occur in the employee's immediate family requiring his/her presence, the employee may be granted leave without loss of pay in accordance with policy 411.

## **ARTICLE 21 - TIME OFF FOR APPOINTMENTS**

After completing their probationary period, employees who are scheduled to work forty (40) hours per week, may be granted brief periods of paid time off for medical, dental, or other personal business appointments (such as appointments with attorneys) which could not be arranged during non-working hours. The Fire Chief or his/her designee may authorize time off for not more than twelve (12) hours each during a calendar year. Employees who do not work a forty (40) hour schedule are expected to arrange personal appointments during their shift time off.

A member must work on a day shift assignment for a minimum of two months prior to applying for time off. Members being transferred to day shift with prior appointments shall be given reasonable consideration.

## **ARTICLE 22 - EDUCATIONAL REIMBURSEMENT**

### **Section 22.1 – Required Job-Related Course Work Requested by Department Management**

When directed by Departmental management, the cost of course work or training related specifically to improvement of job situation shall be paid for entirely by the Port.

**Section 22.2 – Employee Initiated Requests for Job-Related Course Work**

Upon completion of the probationary period, employees enrolled in training or course work specifically related to improvement of job situations within the Department will be eligible for reimbursement of tuition costs. Only the tuition costs for such instruction shall be reimbursed on the following basis:

- a. Approval prior to commencing course was obtained in writing from Departmental management.
- b. The course was completed with a grade “C” or better.
- c. The tuition bill is to be submitted to the Port to verify tuition costs as an attachment to the employee’s expense claim form
- d. The reimbursement rate, limited to tuition only, is 50% for employees with seniority status up to four (4) years of continuous employment and 75% after four (4) years of continuous employment.
- e. Employees requesting outside training, securing expenditure of Port funds may, at the discretion of the Fire Chief, be required to reimburse the Port should they fail to attend.
- f. Subject to the other applicable provisions of this section, Haz-Mat II training shall be reimbursed at 100%.

Additionally, bargaining unit members will be eligible to apply for College Degree Completion support under the terms of HR-12. The parties understand and agree that HR-12 is subject to revision by Port Human Resources & Development.

**ARTICLE 23 - MILITARY LEAVE**

Military leave shall be provided as stated in the Port of Seattle “Wage and Benefit Resolution - #2810” Section 5, in accordance with RCW 38.40.060.

**ARTICLE 24 - INSURANCE**

The following insurance is provided for LEOFF I and LEOFF II employees and for their dependents.

**Section 24.1 – Medical**

On the first of the month following the date of hire, employees will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the Association of Washington Cities HealthFirst Plan. Effective January 1, 2012, the employer will pay the full premium cost for the employee. The employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:

- a. Spouse or Partner - \$32 per month
- b. First Child - \$16 per month
- c. Second Child - \$13 per month

Employee costs shall be by payroll deduction. Changes made by the Association of Washington Cities to the rates or benefits provided under the HealthFirst Plan are not subject to negotiation during the term of the Collective Bargaining Agreement.



**Section 24.2 – Dental**

On the first of the month following the date of hire, employees will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the Association of Washington Cities Plan F.

**Section 24.3 – Life Insurance**

Life insurance for employees, their spouse/partner, and eligible dependents will be provided on the Association of Washington Cities Plan C.

**Section 24.4 – A.D. and D (Accidental Death and Dismemberment**

Association of Washington Cities – Plan C – (coverage included as a rider under the Life Insurance policy)

**Section 24.5 – L.T.D. (Long Term Disability)**

The Union will provide Long Term Disability (LTD) coverage for employees covered under this Agreement, through the WSCFF Disability Program (underwritten by Standard Insurance Company), via Port payroll deduction from each employee's second (2<sup>nd</sup>) monthly paycheck. Employees shall be responsible for paying one hundred percent (100%) of premiums for LTD coverage. The Union shall be responsible for any overages or shortages in premiums. The Union shall also be responsible for liaising with the broker(s) for employees' LTD coverage. The Port will remit LTD premiums to the Union in a similar manner as the Port remits employees' Union dues.

**Section 24.6 – Alternate Insurance**

- a. The Port agrees to discuss and consider in good faith any alternate insurance plans the Union may submit to the Port during the term of this agreement.
- b. The parties agree and understand the Port continues to maintain the unilateral right to select the carrier unless it is mutually agreed otherwise.
- c. It is intended that any insurance change will not increase the Port's cost in effect at the time of the good faith discussions contemplated above.

**Section 24.7 – Port of Seattle Firefighter's Retirement Fund**

The Port agrees to sponsor the Port of Seattle Firefighter's Retirement Fund, which will be directed by representative(s) of the Port and Union, and to contribute the following:

The above rate shall be one dollar and fifteen cents (\$1.15).

The Port shall contribute six and two tenths percent (6.2%) of the Taxable Wage Base on behalf of the members of the bargaining unit up to the annual maximum limits for Social Security to the Port of Seattle Firefighter's Retirement Fund, in lieu of Social Security. If the percentage contribution for Social Security changes during the term of this agreement, the Port's percentage contributions to the Fund would change accordingly.

**Section 24.8 – Eye Care Coverage**

The Port shall pay up to twenty-five dollars (\$25.00) towards the AWC Vision Service Plan (Premium, no deductible plan).

**Section 24.9 – Washington State Council of Firefighters Medical Expense Reimbursement Plan (MERP)**

The Port will make monthly salary reduction contributions on behalf of each employee to the WSCFF Employee Benefit Trust at a contribution rate of seventy five dollars (\$75.00) per month to be deducted from each employee's first monthly paycheck. All of the Port's contributions to the Trust are mandatory salary reduction contributions to be used solely for the purpose of providing health benefits that qualify for exclusion under IRC Section 106 and shall not constitute wages or salary for the purpose of determining any other benefit, including retirement benefits, disability benefits, or life insurance covered amounts. Covered employees may not elect to receive any portion of the benefit under the MERP as additional salary or wages. In accordance with the private letter ruling 200846011 issued to the Trust, such amounts are excluded from gross income under IRS Code Section 106. The Union shall have the option to adjust the contribution rate annually, and shall communicate any adjustment to the Port by December 1<sup>st</sup> for the following year.

All members of International Association of Firefighters, Local No. 1257 who have participated in the Washington State Council of Firefighters Medical Expense Reimbursement Plan for not less than one (1) month, prior to being promoted or reassigned to a position not represented by the Union, will continue to be participants in the MERP until they are no longer employed by the Port of Seattle. The Parties understand that extension of MERP participation to formerly-represented employees under this Section 24.10 shall not be construed to affect any other benefit described in the Agreement.

The Parties understand that participation in the MERP is irrevocable. Therefore, the Port agrees to continue to make the appropriate contributions for promoted or reassigned LEOFF 2 employees in the same manner as for Union members. The Parties further understand that a promoted or reassigned employee described in this Section shall not have the option to elect in or out of the MERP.

Upon termination of employment, the Port (on behalf of the employee) shall make a one-time contribution into the WSCFF Employee Benefit Trust in an amount equal to twenty-five percent (25%) of the eligible employee's sick leave cash out, as provided in Section 17.3 (Sick Leave Upon Termination) of the Agreement.

This Trust shall remain separate and apart from any Port retiree health insurance funding program, if applicable, unless changed by mutual agreement of the Parties to this collective bargaining agreement. This Section does not provide employees, retirees, or dependents with a vested right in Port-paid retiree health insurance. This language is meant to clarify the intent of the Parties from negotiations of this Section. The Parties agree that only eligible, active employees may contribute to the Trust, and only for the duration of this contract. This provision expressly incorporates by reference the most recent MERP and Trust Agreement, and such documents shall be administered and interpreted in a manner consistent with this paragraph.

## **ARTICLE 25 - UNIFORMS AND PROTECTIVE CLOTHING**

All uniforms as required by the Port of Seattle Fire Department Rules and Regulations, Policy and Procedures, and protective clothing and equipment as required by the Washington State Vertical Safety Standards for Firefighters and FAA regulations, and bed linen, shall be supplied, cleaned, and maintained at no cost to the employee. Problems with uniforms will be referred to the uniform sub-committee.

## **ARTICLE 26 - PHYSICAL FITNESS PROGRAM**

All employees shall participate in the established, mutually agreed upon, mandatory Fire Department Physical Fitness Program most recently modified in November 1989. The Physical Fitness Program shall be designed to insure the employee's physical fitness to perform their duties. Disciplinary action in connection with the Physical Fitness Program shall be taken only in the event employees fail to participate in the program as prescribed. The Port will provide the facilities and equipment necessary to maintain the program. The terms of the Program require the agreement of the Port and the Union. Issues concerning the terms of the Program may be referred to the Labor-Management Committee.

## **ARTICLE 27 – PHYSICAL CAPACITY EVALUATIONS REQUIREMENTS**

A physical capacity evaluation (PCE) is defined in WAC 296-23-220 as “a performance-based evaluation that assesses worker's physical functions and relates these to performance potential for work-related activity. Evaluations are conducted by a licensed physical or occupational therapist.” The Port may require a PCE in a return-to-work case if the treating doctor is reluctant to provide authorization for a full release after the job analysis has been reviewed. The Port's Workers Compensation Program will be responsible for scheduling of all PCEs. The Fire Department will be responsible for all costs related to the PCE.

## **ARTICLE 28 - SAVINGS CLAUSE**

In the event of invalidation of any part or provision of this agreement under this article, the parties shall negotiate in good faith to modify the part of provision to the degree possible to comply with law.

## **ARTICLE 29 - DEFERRED COMPENSATION**

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 13) or to any other provisions of this Labor Agreement or to negotiation by the Union.

## **ARTICLE 30 - CHANGES IN WORKING CONDITIONS**

The Port assures the Union that its intention in executing this Agreement is not to make significant changes in existing working conditions granted to employees because such conditions are not specifically identified in this agreement. Any such changes shall be made within the provisions of applicable state law.

## **ARTICLE 31 - SCOPE OF AGREEMENT**

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. The parties acknowledge that each has had the unlimited right within the law and the 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 and opportunity are set forth in this Agreement. All memoranda and letters of agreement/understanding that have not been incorporated into this Agreement are null and void. Therefore, for the duration of this Agreement, the Port and the Union each agrees to waive the right to oblige the other to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

## **ARTICLE 32 - STRIKES AND LOCKOUTS**

In recognition of the Port's status as a municipal corporation, no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Union shall not cause or condone any strike, picketing, work stoppage, slowdowns, or other interference in any way with normal Port operations. Willful violation of this article by any employee shall result in immediate dismissal.

## **ARTICLE 33 - STAFFING AID CAR AND DRIVERS**

### **Section 33.1 – EMT/Aid Car**

Effective 1980 with Recruit Class 80-3, all employees hired shall maintain EMT (Emergency Medical Technician) status as a job condition with the exception of Battalion Chief, Alarm Technician, and Firefighter/Mechanic. The following provisions and exceptions shall apply:

- a. The Port agrees to pay all costs for initial EMT certification and re-certification. If the employee fails the second re-certification class, all additional costs shall be borne by the employee.
- b. The employer shall provide to the employee continuing on-going education, scheduling of classes, and the current status of the expiration date of their EMT status.
- c. Failure to maintain a valid EMT certificate shall result in a two-step reduction in pay until such time as the employee re-establishes certification. Failure to re-certify after taking the basic EMT course will be cause for termination.
- d. Upon completion of his/her thirtieth (30<sup>th</sup>) year of service, an employee may "opt-out" of the EMT Aid Car rotation providing that s/he maintains

his/her EMT certification and has had at least one rotation on the Engine during the last calendar year. Rotation is defined as an average, continuous month-long assignment to the Engine either as driver, nozzle, or hydrant position on the employee's home shift.

### **Section 33.2 – Driver/Engineer Assignment**

Assignments will be made by seniority, provided the Firefighter has met and maintains the established drivers' certification criteria. Each Battalion Chief will establish and utilize a list of certified drivers by seniority for his/her shift. When working a shift other than his/her regular home shift, a certified driver may not be assigned as a driver unless there are no other certified drivers on duty.

### **ARTICLE 34 – JOINT APPRENTICESHIP TRAINING COMMITTEE PROGRAM**

The parties agree to participate in the Washington State Joint Apprenticeship Training Committee (JATC) program. The committee shall be equally divided between Management and the Union and consist of a maximum of nine (9) members, including a secretary and two alternates. Members of the committee shall elect a chairperson responsible to administer the committee process. Elections to the committee chair position shall be held every two years.

1. Completion of the JATC program shall be a work performance requirement, not to exceed three (3) years. The three year program is divided into three steps consisting of Firefighter E to C for step-1, Firefighter C to B for step-2, and Firefighter B to A for step-3.
2. Completion of the first year or step-1 of the JATC program shall be a performance requirement for *Probationary Firefighters*. Probation shall be extended for special circumstances that cause delays in completion of step-1, including but not limited to time off for injury/illness, time to complete EMT certification, time for military leave, and reasons mutually agreed upon by the Union and Employer.
3. Completion of the JATC program shall be a work performance requirement, not to exceed three (3) years. Extension of the program for special circumstances beyond three years shall be mutually agreed upon by the Union and Employer. Time for completion of the program shall be extended for special circumstances causing delays in completion of steps 2 and 3, including but not limited to time off for injury/illness, time for military leave, and reasons mutually agreed upon by the Union and Employer.
4. Firefighter non-compliance with the terms and conditions of the JATC Agreement shall be grounds for removal of the firefighter from the JATC Apprenticeship program and disciplinary action up to and including dismissal from employment. Either or both of these proceedings shall be initiated by the Committee.
5. It shall be the policy of the Employer to provide or make available supplemental instruction, as required by the Apprenticeship Agreement, to apprentice

Firefighters on-duty when possible. If the Employer is unable to provide the apprentice with supplemental instruction on-duty, the apprentice shall seek out collegiate courses via internet (on-line) or via thumb-drive technology. In the event that these options are unavailable, the Employer agrees to provide relief from duty to attend such supplemental instruction

6. There shall be overtime compensation for off-duty attendance to obtain required supplemental instruction (RSI) approved by the Employer. There shall be no overtime compensation for supplemental instruction via internet (on-line) or via thumb-drive technology.
7. The Employer will furnish transportation to attend supplemental instruction when available, or provide mileage allowance as outlined in Port policy.
8. The Port of Seattle's Joint Apprenticeship Committee will determine after the first cycle of involvement whether to continue a JATC program or to mutually agree to discontinue support of a JATC Program. This allows for evaluation and determination if this program is sustainable and worthy of continued support by the Port of Seattle Fire Department.

**ARTICLE 35 - DURATION OF AGREEMENT AND EFFECTIVE DATE**

All conditions of this Agreement shall be effective on the date the Agreement is signed or as otherwise stipulated in the terms of this Agreement. All provisions of this Agreement shall extend from effective date to **December 31, 2013**. Negotiations may be opened by either party giving notice in writing not later than sixty (60) days prior to the expiration date. The new agreement shall be effective on the first day of January of each year unless mutually agreed to the contrary.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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**Tay Yoshitani, Chief Executive Officer**  
**Port of Seattle**

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**Thomas Sanchez, President**  
**International Association of Firefighters, Local 1257**

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**Randy Krause, Fire Chief**  
**Port of Seattle**

**APPENDIX A**  
**PAY RATES**

**1. WAGES:**

**A. Base Rates**

Effective January 1, 2012, monthly wage rates shall be as follows:

	Base Rate	5.5% Holiday	9% Work Schedule	15% Work Schedule
Battalion Chief	9,108.00	9,609.00	9,928.00	10,474.00
Captain	7,996.00	8,436.00	8,716.00	9,195.00
Training Chief	9,739.00	N/A	10,616.00	N/A
Fire Marshal	8,878.00	N/A	9,677.00	10,210.00
Firefighter Mech.	8,691.00	N/A	9,473.00	N/A
Firefighter "A"	6,953.00	7,335.00	7,579.00	7,996.00
Firefighter "B"	6,315.00	6,662.00	6,883.00	N/A
Firefighter "C"	5,828.00	6,149.00	6,353.00	N/A
Firefighter "D"	5,474.00	5,775.00	N/A	N/A
Firefighter "E"	5,190.00	5,475.00	N/A	N/A
Alarm Insp.	6,953.00	N/A	7,579.00	N/A

Effective January 1, 2013, the base hourly wage rate of Firefighter "A" will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), August to August, with a zero percent (0%) minimum and a six percent (6%) maximum.

**B. Other Payments**

As part of the final agreement reached on all terms of the 2012-2013 Collective Bargaining Agreement, the parties agree that employees will receive a one-time, non-precedent setting lump sum distributed in two payments as follows:

Battalion Chiefs, Training Chief, and Fire Marshall - \$750.00 to be paid in January 2012 and \$750.00 to be paid in January 2013

Captains - \$650.00 to be paid in January 2012 and \$650.00 to be paid in January 2013

Firefighters, Firefighter/Mechanic, and Alarm Inspector - \$500.00 to be paid in January 2012 and \$500.00 to be paid in January 2013

## **2. COMPARABLES:**

The Port and the Union agree to use the following comparables: the cities of Seattle, Tacoma, Renton, Bellevue, Tukwila, and Kirkland, and Valley Regional Fire Authority.

## **3. WAGE ADJUSTMENTS**

- a. Increase from E to D: Firefighters shall be granted a one-step salary increase from E to D, after satisfactorily completing the approved Port Recruit training program (approximately 12 weeks). Satisfactorily work performance shall be documented in a performance review prior to such increase.
- b. Increase from D to C: Firefighters performing satisfactorily shall receive a promotional increase one year from date of hire from D to C, on a single-step salary schedule as shown in "Wages". Satisfactory performance shall be documented in a performance review and satisfactory completion of testing based on adopted performance standards is required. Employees shall be considered on probationary status from date of hire until the one-year promotion to C firefighter.
- c. Increases from C to B to A: Firefighters performing satisfactorily shall receive promotional increases after each twelve (12) months from C to B to A, on a single-step salary schedule as shown in "Wages." Satisfactory performance shall be documented in a performance review prior to each such increase. Satisfactory completion of adopted training performance standards and the recommendation of their supervisor is required for all employees.
- d. Training Chief Base Rate: Shall be 140.07% of Firefighter "A" base rate
- e. Battalion Chief Base Rate: Shall be 131% of Firefighter "A" base rate
- f. Fire Marshal Base Rate: Shall be 127.69% of Firefighter "A" base rate.
- g. Firefighter/Mechanic Base Rate: Shall be 125% of Firefighter "A" base rate.
- h. Captain Base Rate: Shall be 115% of Firefighter "A" base rate
- i. Alarm Inspector Base Rate: Shall be 100% of Firefighter "A" base rate
- j. Firefighter "B" Base Rate: Shall be 90.83% of Firefighter "A" base rate
- k. Firefighter "C" Base Rate: Shall be 83.82% of Firefighter "A" base rate
- l. Firefighter "D" Base Rate: Shall be 78.73% of Firefighter "A" base rate
- m. Firefighter "E" Base Rate: Shall be 74.65% of Firefighter "A" base rate
- n. Lateral hires will be compensated at the Firefighter "C" Base Rate and will be eligible for increases in accordance with Section 3.c. above.

**Re-opener:** The parties agree to re-open negotiations regarding Battalion Chief wages for 2013. The parties agree that these negotiations may or may not result in a wage increase.

## **4. LONGEVITY**

After five (5) years active employment have been completed since date of hire, employees covered under this agreement shall receive a rate of pay equal to the current rate in effect for that position plus a longevity adjustment equivalent to the following:



- 5 – 9 years 2% of Firefighter “A” base rate
- 10 – 14 years 4% of Firefighter “A” base rate
- 15 – 19 years 6% of Firefighter “A” base rate
- 20 – 24 years 8% of Firefighter “A” base rate
- 25 – 29 years 10% of Firefighter “A” base rate
- 30 plus years 12% of Firefighter “A” base rate

The addition of the longevity adjustment to a classification base rate creates a specific employee’s rate. This employee’s rate is used when computing the holiday or day shift differentials or the EMT, De-Fib, Haz-Mat, or Education premiums.

## **5. DIFFERENTIALS**

- a. Holiday Differential for 24-Hour Shift Employees: An employee assigned to a 24-hour shift schedules shall receive a differential of 5.5% of said employee’s rate during such assignment. This 5.5% differential is in lieu of days off for holidays.
- b. Work Schedule Differential for Employees Regularly Assigned to a Day Shift Schedule: An employee regularly assigned to a day shift schedule shall receive a differential of 9% of said employee’s rate.
- c. Work Schedule Differential for Rotational Day Shift Employees:
  - 1) The first two-year term: 9% of said employee’s rate
  - 2) The second consecutive two-year term: 15% of said employee’s rate
  - 3) Members can request a four-year assignment on initial transfer at 15% of said employee’s rate
  - 4) Those who are presently serving with at least two years in the position can be eligible for 15% for the next two-year assignment.
  - 5) With the exception of 4 above, after four consecutive years assigned, and other members apply for the position, they must rotate out. If no others apply for the position, the current member may stay for another two-year term if they choose, at the 15% rate.
- d. Eligibility for Day Shift Differential: The day shift differential will not apply, and the employee will receive his/her regular hourly rate and accruals for hours worked in the following situations:
  - a) Newly hired Firefighters in training.
  - b) Employees assigned to day shift for light duty or accommodation.
  - c) Employees who voluntarily agree to adjusted schedules related to training opportunities or jury duty in accordance with Article 12.4.
- e. Premium for “Emergency Medical Technician” (EMT) / D-FIB Assignment:
  - 1) A qualified Firefighter assigned to Emergency Medical Technician duty for one (1) hour or more shall receive a premium equivalent to 7% of said employee’s rate for each hour worked on such assignment. No more than two (2) Firefighters shall be assigned to EMT duty at one time during a twenty four (24) hour tour.

- 2) A qualified Captain assigned to the Emergency Medical Technician duty for one (1) hour or more shall receive a premium equivalent to 2.5% of said employee's rate for each hour worked on such assignment. No more than six (6) Captains (two per shift) maximum per month.
- f. Premium for "Hazardous Materials" (Haz-Mat) Assignment: Effective January 1, 1990, a qualified Firefighter or Captain assigned to the Hazardous Materials Team shall receive a premium equivalent to 2% of said employee's rate during such assignment. No more than 34 employees shall be assigned to the Haz-Mat team at one time. An employee who is absent from work for three or more consecutive shifts as a result of a disability or leave without pay shall not continue to receive the Haz-Mat premium. In the event of such absence, a qualified employee working as a replacement shall receive the Haz-Mat premium. The Haz-Mat premium shall be provided to the qualified working replacement starting at the beginning of the fourth shift of such absence. Effective January 1, 2012, day shift firefighters are no longer eligible for the Haz-Mat premium.
- g. Medicare Exemption Premium: Effective March 2, 1997, the Port will pay an amount equal to 1.45% of the employees' Taxable Wage Base to employees hired prior to April 1, 1986. This payment represents the money's formerly paid by the Port for the employees Medicare contribution. This contribution is no longer necessary as a result of the Union's referendum on February 26, 1997, removing its members from Social Security and Medicare coverage. Such payment will be considered supplemental, and will not be considered part of the employees' base wage. Resulting from the Firefighters' February 26, 1997 referendum electing to discontinue participation in Social Security, the parties agree that refunded portions of the Port's past contributions, on behalf of each employee to Social Security and Medicare, will be disbursed to each employee. Employees hired on or after April 1, 1986 shall be subject to Medicare coverage.
- h. Premium for Driver/Engineer Assignment:  
A qualified firefighter assigned to driver/engineer for one (1) hour or more shall receive a premium equivalent to four percent (4%) of said employee's rate for each hour worked on such assignment. The total number of driver/engineers will be four (4) on each shift.
- i. Technical/Rope Rescue: Firefighters assigned to Technical/Rope rescue will receive a premium pay of +2%. Sixteen (16) Firefighters shall be eligible for this premium divided equally amongst the suppression shifts (4 per shift). Captains and Firefighters must complete Technical/Rope rescue certification compliant with current NFPA's. Firefighters must choose either Haz-Mat or Tech/Rope Rescue pay, but not both. Captains may receive pay for both Haz-Mat and Tech/Rope Rescue. Effective January 1, 2012, day shift firefighters are no longer eligible for the Tech/Rope Rescue premium.

- j. Out of Classification Pay:
  - a. Captain: When an employee who is classified as a Firefighter is temporarily detailed to perform all duties of a Captain for one (1) hour or more, such employee shall be paid the base rate, and any premiums, if applicable, of the Captain classification for the hours worked at the hourly rate.
  - b. Battalion Chief: When an employee who is classified as a Captain is temporarily detailed to perform all duties of a Battalion Chief for one (1) hour or more, such employee shall be paid the base rate, and any premiums, if applicable, of the Battalion Chief classification for the hours worked at the hourly rate.
- k. Bi-Weekly Pay: Effective January 1, 2005, employees shall be paid on a biweekly basis.
- l. Education Premium: Employees who have earned a degree from an accredited college primarily through classroom-based study will receive a differential as set forth below. Eligible employees will be paid one premium reflecting the highest degree earned. Premium pay for degrees earned via remote or online degree programs is subject to the approval of the Fire Chief.
  - 1) Associates Degree – 2%
  - 2) Fire Service Associates Degree – 3%
  - 3) Bachelor of Arts or Science Degree – 4%
  - 4) Masters Degree – 6%

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

**PREAMBLE**

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Local 1257 Firefighters Negotiating Committee shares the concern expressed by many over the growth of substance abuse in America society.

The drug testing procedure agreed to by the labor/management, incorporates state-of-the-art employee protection 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 in order and entry-level probationary uniformed 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 test to take such steps as checking the color and temperature of the urine sample 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 determine adulteration of the urine sample during the collection process, physiologic determinations such as 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 immediately 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 reasonable accessible at a reasonable cost, such test shall be used in place of the GC/MS test if required 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 and millimeter. All positive test results must be reviewed by the certifying scientists or laboratory director and certified as accurate.
- e. Procedures to be used when samples are given: The following procedures shall be used whenever an employee is required 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 samples 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 the 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 employer'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 scientists or laboratory director and certified as accurate.

4. When a urine sample will be given 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 in a laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
  5. Immediately after the sample has been given, it will be divided into two equal parts. Each of the two portions of the sample will be separated 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 soonest normal business day by the fastest available method.
  6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
  7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within 24 hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.
  8. Each step in the collecting and processing of the urine sample shall be documented to establish procedural integrity and a chain of evidence. AL sample 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 discipline procedures are invoked as specified in Section (E) (7).
  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.
  3. Disciplinary measures including discharge shall not be subject to the grievance procedure during the first twelve (12) months of employment.
- g. Employee rights
1. The employee shall have the right to a Union representative during any part of the drug testing process.

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

h. Union held harmless

The Union and the Port acknowledge that this drug-testing program is solely initiated at the behest of the Port. The Port shall be solely liable for any legal obligations and costs arising out of the provisions and/or applications of this collective bargaining agreement relating to drug testing.

The Union shall be held harmless for the violation of any worker rights arising from the drug-testing procedures.



**APPENDIX C**  
**SUBSTANCE ABUSE REHABILITATION**

If an employee comes forward requesting rehabilitation treatment for substance abuse, the employee will be referred to rehabilitation services. If the employee is caught in a prohibited activity without coming forward, s/he is subject to termination.

Return to work following treatment will be contingent on agreement to a Contract for Continued Employment drafted by the Port and agreed to by the Union.

Nothing in this Appendix limits the Port's right to take disciplinary action for just cause.

**APPENDIX D**  
**FIRST AID FACILITY**

If it is the intention of the Port of Seattle to do a feasibility study on providing a “First Aid Facility” in the Airport’s Main Terminal to serve the traveling public, then Local 1257 would like to participate in that process.

Local 1257 should have the right to participate in any and all studies in providing first aid to the public, as we are the first line providers of emergency medical care on the Airport’s facilities. This shall be done to not only protect the Port of Seattle Fire Department and this Local, but to protect the greater interest of the Port.