

**PORT OF SEATTLE**  
**MEMORANDUM**

**COMMISSION AGENDA**

**Item No.** 5f

**ACTION ITEM**

**Date of Meeting** July 24, 2012

**DATE:** July 17, 2012

**TO:** Tay Yoshitani, Chief Executive Officer

**FROM:** Trish Murphy, Labor Relations Manager

**SUBJECT:** Collective Bargaining Agreement between the Port of Seattle and the Teamsters, Local 117, representing Police Officers

**Total Estimated Cost to the Port:** \$904,508

**Period of Agreement:** 3 years

**Source of Funds:** Police Department Operating Budget

**ACTION REQUESTED:**

Request Commission authorization for the Chief Executive Officer to execute a new collective bargaining agreement (CBA) between the Port of Seattle and the Teamsters Local 117, representing Police Officers for January 1, 2012, through December 31, 2014. The estimated combined total cost increase to the Port for the duration of the contract is \$904,508.

**SYNOPSIS:**

Good faith bargaining between Teamsters Local 117 and the Port resulted in a fair contract consistent with the Port's priorities. For the first time, this CBA requires employees to begin paying a portion of their monthly medical premiums (\$50 per month). Base wage increases were limited to a 1.75% increase for 2012 and a 0-6% cost of living adjustment (COLA) for 2013 and 2014. The CBA also includes two lump sum payments of \$600 each (one in 2013 and one in 2014) that were negotiated as part of a total package containing a number of union concessions, including but not limited to significant management rights provisions and cost savings. The total additional cost of the CBA is \$904,508 for the duration of the contract, and the increase is provided for in the department's 2012 operating budget.

**BACKGROUND:**

This CBA covers 73 Police Officer full-time equivalent (FTE) positions in the Police Department. This bargaining unit is eligible for interest arbitration; if the parties are unable to agree, an arbitrator will set binding contract terms.

## **COMMISSION AGENDA**

Tay Yoshitani, Chief Executive Officer

July 18, 2012

Page 2 of 6

### **PROJECT JUSTIFICATION:**

RCW Chapter 41.56 requires the Port of Seattle to collectively bargain wages, hours and working conditions with the exclusive bargaining representative designated by the employees.

### **SCOPE OF THE AGREEMENT:**

#### **Term of the Agreement**

January 1, 2012 – December 31, 2014

#### **Wages**

- Effective January 1, 2012, base wages will be increased by 1.75%.
- For 2013 and 2014, base wage rates will increase by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), October to October, with a zero percent (0%) minimum and a six percent (6%) maximum.
- All employees shall receive a one-time \$600 lump sum payment to be paid on the first full pay period in January 2013 and a one-time \$600 lump sum to be paid on the first full pay period in January 2014.
- Effective January 1, 2012, premiums for the following specialty assignments are increased by 1%: Detective, Dive Team, and Field Training Officer.
- Effective January 1, 2012, the Fleet and Supply assignment (one FTE) will receive a 5% differential.

#### **Benefits**

- Effective January 1, 2012, the total increased cost of the Teamsters Plan A health benefits is \$64.54 per employee per month. These benefits cover medical (including time loss plan and nine-month disability waiver), dental, and vision. Costs are anticipated to increase 8 percent per year for 2013 and 2014, based upon a three-year average.
- Effective January 1, 2013, each employee shall contribute \$50.00 per month toward the monthly premium.
- The Retirees Welfare Trust had no increase for 2012. The rate for 2013 currently is unknown and will be determined by the Trust at a later date. For costing purposes, and

## **COMMISSION AGENDA**

Tay Yoshitani, Chief Executive Officer

July 18, 2012

Page 3 of 6

consistent with historical trends, we have assumed a \$10 increase for 2013 and 2014, half of which the Port will pay.

### **Hours of Work**

This CBA makes no significant changes to the Officers' basic work schedules, although the parties agreed to changes on a number of schedule-related items.

#### **Bids for Schedules:**

- Eliminates a restriction on Canine Officers' scheduled hours and clarifies that they bid by their tenure on the Canine Unit. (Article 11.02.D.)
- Details new requirements for bidding involving Officers assigned to the Bomb Disposal Unit (BDU). (Article 11.04.A.)
- Expands vacation bid opportunities in squads of certain sizes. (Article 11.04.B.)
- Requires an Officer who voluntarily resigns from a special assignment to select an available open position (versus selecting based on seniority). (Article 11.04.C.)

#### **Management Changes to Schedules:**

- States that when schedule changes are made, days off shall be consecutive absent mutual agreement. (Article 11.03.B.)

#### **Mandatory Overtime:**

- States that Management may exempt particular personnel from mandatory overtime based on Department needs. (Article 11.05.F.5.e.)
- Exempts an employee from mandatory overtime on regular days off that are contiguous to vacation days. (Article 11.05.F.5.g.)
- Delineates when recruits may be assigned mandatory overtime. (Article 11.05.F.5.h.)
- Agrees that employees on mandatory overtime may report for work at their primary duty location. (Article 11.05.F.5.i.)

### **Other Changes**

#### **Probationary Period:**

- The length of the probation period increases from six to nine months. (Article 10.06.)

## COMMISSION AGENDA

Tay Yoshitani, Chief Executive Officer

July 18, 2012

Page 4 of 6

### Management Rights:

- Agrees to exclusive Management right to determine when and to what extent on-call and standby assignments are operationally necessary. This change is anticipated to result in significant cost savings. (Article 11.08.)
- Eliminates parties' dispute regarding Management's ability to assign a reporting location other than an employee's primary duty location. Details very specific, limited circumstances for which an employee may go into service at his/her primary duty location. (Article 22.05.)
- Enables Management to schedule light duty assignments for ten hour days where appropriate. (Article 15.03.)

### Jury Duty:

- Time of requirement to call in and report to duty after release from jury duty changes from prior to noon to prior to the end of the employee's scheduled hours. Clarifies that compensation for jury duty is straight time only (no overtime) and only applies to absence from regularly scheduled work hours. (Article 16.)

### Grievances:

- Clarifies the grievance process and explicitly extends the right to file a grievance to the employer. (Article 25.)

### Expedited Arbitration:

- Clarifies ambiguity in existing language regarding the circumstances under which the parties will seek expedited arbitration in a situation involving a strike or lockout. (Article 27.)

### Safe Storage Devices:

- Memorializes Department policy regarding safe storage devices for securing equipment. If requested by an employee, the Department will issue an appropriate safe storage device selected by the Department. (Article 24.04.)

### Personnel Files:

- Explains the handling and security of Police Department personnel files.
- Memorializes the Port's current practice of providing notice to an employee whose personnel file or internal affairs case is requested pursuant to the Washington Public Records Act. (Appendix B.)

## **COMMISSION AGENDA**

Tay Yoshitani, Chief Executive Officer

July 18, 2012

Page 5 of 6

### **Out of Date Physical Fitness Program:**

- Deletes language referencing an out of date physical fitness program. (Former Appendix D.)

### **Canine Trainer Schedule Memorandum of Understanding:**

- Details the schedule of the Canine Trainer position for 2012 and establishes that the Patrol premium differential does not apply.

### **Other:**

- The CBA additionally includes various non-substantive language clarifications.

## **FINANCIAL IMPLICATIONS:**

The estimated combined total of annual wage and benefit cost increases to the Port for the duration of the contract is \$904,508. Costing estimates assume a 2.8% COLA and annual medical benefit cost increases of 8%.

Wages	2012 Cost	2013 Cost	2014 Cost
Total additional wage cost over prior year	\$159,835	\$311,138	\$267,498
Combined total wage cost increases			\$738,471
Benefits	2012 Cost	2013 Cost	2014 Cost
Total additional benefit cost over prior year	\$59,165	\$49,932	\$56,940
Combined total benefit cost increases			\$166,037
<b>Combined total cost increases</b>			<b>\$904,508</b>

## **BUDGET STATUS AND SOURCE OF FUNDS:**

The increase in expense is included in the Police Department's 2012 operating budget and will be included in future operating budgets.

**COMMISSION AGENDA**

Tay Yoshitani, Chief Executive Officer

July 18, 2012

Page 6 of 6

**OTHER DOCUMENTS ASSOCIATED WITH THIS REQUEST:**

Collective Bargaining Agreement between the Port of Seattle and the Teamsters Local 117 representing Police Officers.

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS:**

None.