

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**



**The Port of Seattle**

**And**

**Teamsters Local Union No. 763**

**Affiliated With The  
International Brotherhood of Teamsters**



**REPRESENTING POLICE COMMANDERS**

**Term of Agreement**

**January 1, 2012 - December 31, 2012**

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**PORT OF SEATTLE**  
**POLICE COMMANDERS' AGREEMENT**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local No. 763 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

**ARTICLE 2 - UNION RECOGNITION**

The Port recognizes the Union as the sole and exclusive bargaining agent for Port Police Commanders (also referred to in this Agreement as Command Staff). This Agreement shall take precedence over any Port civil service rule(s) applicable to the classification of Police Commander.

**ARTICLE 3 - UNION SECURITY**

3.01 Union Security. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those employees who are not members on the effective date of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union; PROVIDED HOWEVER, where the effective date is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause. "Good standing" shall be defined as the tendering of uniformly required dues, assessments, and initiation fees. Employees shall be afforded their right to religious objection as protected in RCW 41.56.

3.02 Job Removal. The Port shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request by the Port's Director of Labor Relations from the Union. Prior to sending a written request for termination to the Port, the Union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

3.03 Indemnification and Hold Harmless. The Union agrees to indemnify and hold harmless the Port for any action(s) taken by the Port pursuant to this Article.

3.04 Application of Agreement. The Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

#### **ARTICLE 4 - PAYROLL DEDUCTION**

4.01 Dues Deduction. The Port agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Port, the initiation fee, and regular monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

4.02 Teamsters Legal Defense Fund Participation. The Port agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Port, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Port shall transmit such fees made payable to "Teamsters Legal Defense Fund" and sent to American Legal Services, Inc.

#### **ARTICLE 5 - BUSINESS REPRESENTATIVE ACCESS**

The Port agrees to allow reasonable access to Port facilities for Business Representatives who have been properly authorized by the Union. Such access shall be permitted in a manner as not to interfere with the functions of the Port of Seattle Police Department (hereinafter referred to as the Department) or the Port. This Article shall apply within the constraints of federal or state regulations, statutes and the Airport Security Plan.

#### **ARTICLE 6 - BULLETIN BOARD**

A bulletin board found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. This bulletin board shall be used, maintained, and controlled by the Union. It is understood and agreed to that no material shall be posted which is obscene, defamatory, or which would impair Port operations.

#### **ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY**

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee, applicant for employment, any Union member, or applicant for Union membership because of race, creed, color, national origin, sex, honorably discharged veteran or military status, Vietnam era veteran, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, unless the absence of such physical, mental, or sensory disability, or age, is a bona fide occupational qualification. The Port and Union agree that this Article shall comply with applicable federal and state laws.

#### **ARTICLE 8 - MANAGEMENT RIGHTS**

8.01 Management Rights. 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 this Agreement. In exercise of such exclusive management rights, it is not intended that any other provision of this Agreement providing a specific benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

8.02 Specific and Exclusive Management Rights. Subject to the provisions of this Agreement, the Port reserves the following specific and exclusive management rights:

- (a) To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine the keeping of records;
- (d) To establish employment qualifications for new employee applicants, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;
- (e) To determine the mission, methods, processes, means, policies, and personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; and making facility changes;
- (f) To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;
- (g) To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;
- (h) To establish reasonable work rules, and to modify training;
- (i) To approve all employees' vacation and other leaves;
- (j) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- (k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

8.03 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.

8.04 Demotions. In reference to Section 8.02(b) above, "just cause" for demotions shall not be limited to normal disciplinary issues and shall include:

- (a) Demonstrated inability to perform management role effectively in Command staff assignment.
- (b) Restructuring and/or reorganizing the Command Staff in the interest of efficiency.

## **ARTICLE 9 - PROBATION**

9.01 The probationary period for any employee appointed to a Command Staff classification shall be for the nine (9) calendar months following such appointment. The probationary period may be extended at the discretion of the Port's Chief of Police (hereinafter referred to as the Chief) if the probationary employee has been absent due to bona fide illness or other legitimate reason. If an employee fails, in the judgment of management, to satisfactorily fulfill the responsibilities of the command staff position, the following action shall take place:

- (a) An employee who had been promoted from a lower level police classification to their current rank shall be demoted to the former classification held within the Department.
- (b) At the Chief's discretion, an employee who has been appointed from a Port position outside the Port Police Department may be returned to his/her former position, placed in another Port position, or discharged, depending on the circumstances.
- (c) An employee who has been employed from outside the Port shall be discharged.

9.02 In reference to items (b) and (c) above, when candidates from outside of the Port Police Department are being reviewed along with others from within the Port Police Department, the combined written test and oral board scores shall be used to determine which candidates are eligible for final selection consideration. Candidates whose combined scores are in the top five (5) of the group tested and interviewed shall be evaluated for relative suitability by the Chief, and the Chief shall make the final selection from that group. If a situation develops where a Port Police Department employee and an individual from outside of the Port Police Department have qualifications of equal merit, preference shall be given to the Port Police Department employee.

## **ARTICLE 10 - DISCIPLINE**

10.01 Grievance Procedure – Applicability. The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure, however written reprimands may not be pursued to arbitration.

10.02 Grievance Procedure – Timing. If an employee claims to have been unjustly discharged, suspended, demoted, or reprimanded, to be timely the case may, within twenty (20) calendar days after the date of such discharge, suspension, demotion or reprimand be referred in writing to the grievance procedure as outlined herein (Article 29).

## **ARTICLE 11 - REDUCTION IN FORCE**

11.01 Selection Criteria for Reduction in Rank. In the event a reduction in force is required by Port management, those individuals shall be retained as Commanders who, in the Port management's opinion, are most qualified to carry on the future work of the organization. In lieu of layoff under this Agreement, Commanders, if they have ever held a position of lesser rank in the Port of Seattle Police Department, shall be reduced in rank when a reduction in force is implemented. A Commander reduced in rank under the provisions of this Article shall return to his/her seniority position, previously held, as defined under the provisions of either the Port Police Sergeants' or Port Police Officers' Agreements. However, if no previous seniority position was held in a bargaining unit of lesser rank, the employee shall be subject to layoff. Selection for reduction in rank or layoff shall primarily be made on the basis of performance and skill; however, length of service shall also be a factor in determining retention of position when performance and skill of two (2) or more individuals are evaluated as equal by management. In addition, the impact of a reduction in force on affected classes shall be considered in view of the Port's Affirmative Action Plan.

11.02 Restoration of Rank. Employees who are reduced in rank shall receive first consideration for Commander vacancies which may occur within eighteen (18) months of the date of reduction in rank. Employees who are laid off shall receive first consideration for Commander vacancies which may occur within twelve (12) months of the date of layoff. Selection criteria for order of restoration of rank or recall shall be the same as provided in 11.01.

11.03 Notice. In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for reduction in rank or layoff at least sixty (60) days prior to such action.

11.04 Limitation on Reduction in Force Application. The provisions of this Article shall be applied in good faith to bona fide situations where a reduction in force is required. This Article shall not be applied to provide an easy solution for dealing with employees who are unsatisfactory performers. Matters concerning unsatisfactory performance shall be subject to the conditions set forth in other provisions of this Agreement, including Articles 8, 9, and 10, and Appendices B and C.

## **ARTICLE 12 - JURY DUTY AND SUBPEONAED WITNESS**

When an employee is called for and serves as a subpoenaed witness or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, less any compensation received from the court for such service (excluding travel, meals, or other expenses). Port compensation for service as a subpoenaed witness (not Port related) or on jury duty only applies to absence from regularly scheduled work hours. Employees

shall forward their jury duty compensation paid by the court to the Port's payroll section upon return from jury duty and receipt of the compensation paid by the court.

### **ARTICLE 13 - BEREAVEMENT LEAVE**

13.01 Eligibility; Hours. Employees who have been employed for thirty (30) or more days of uninterrupted service, and who have suffered the loss by death of a member of their immediate family, as defined in this Article, shall be eligible to receive up to forty (40) hours of leave per bereavement, at the discretion of the employee's supervisors, and under the supervision of the Chief of Police. Such leave shall not result in compensation for more than the number of hours in any normal work week.

13.02 Immediate Family Defined. Immediate family shall be defined as the spouse or domestic partner of the employee, and the following relatives of either the employee, spouse, or domestic partner: child, step-child, child's spouse, grandchild, parent, step-parent, grandparent, sibling, and sibling's spouse. In special circumstances, the Chief and/or Human Resources may include other relatives in the definition for purposes of bereavement leave.

13.03 Considerations. 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 hours to be granted an employee.

13.04 Use of Sick Leave. Following use of bereavement leave, in case of death of an employee's spouse, domestic partner (as defined under the Port's Salary and Benefit Resolution) or child, an employee may take up to two (2) weeks of sick leave.

### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

14.01 Hours of Duty. The normally scheduled workweek for Commanders shall be the equivalent of forty (40) hours per week on a Port payroll week basis, except as otherwise provided in Section 14.02 of this Agreement.

The normal daily schedule for Commanders shall be ten (10) hours per day beginning between the hours of 0500 and 0900, except that Patrol Commanders will be scheduled ten (10) hours between 0500 and 2400.

Commanders are FLSA overtime exempt salaried employees and are expected to work the hours required to accomplish the duties of their position. In general, the normal daily schedule is anticipated to include nine (9) hours of work after the start of the watch plus one (1) mealtime and two (2) rest periods. The mealtime provided for during the normal workday is for a period of thirty (30) minutes. If the meal period is a business lunch where Port interests are best served extending this time frame beyond thirty (30) minutes, members shall not be restricted to any particular time element. In addition, one (1) fifteen (15) minute rest period before and one (1) fifteen (15) minute rest period after mealtime shall be provided for in the normal workday.



Commanders may at their own discretion, and with the prior approval of management, temporarily modify their normally scheduled work week or normal hours of work (to work any continuous ten (10) hour shift) for the purposes of maintaining necessary and desirable familiarity with all Police Department personnel and their duties and responsibilities.

The normally scheduled workweek for Commanders shall be four (4) days worked and three (3) consecutive days off during a seven (7) day period. Work days will be assigned by management and will be either Monday through Thursday or Tuesday through Friday, except as otherwise provided for in Section 14.02 of this Agreement.

14.02 Weekend Coverage. Commanders may adjust their normal work schedule for planned special events occurring during the weekend (Saturday and Sunday).

When adjusting to or from a normal weekly work schedule to a weekend weekly work schedule, the work schedule shall be the equivalent of eighty (80) hours per two (2) week period during this adjustment.

The normal weekend work schedule work day shall be ten (10) consecutive hours each day.

14.03 Overtime Exemption. The Parties agree that Commanders shall be considered overtime exempt managerial employees, and as such, shall be paid salary (calculated from an hourly rate based on the standard forty (40) hour workweek). Commanders shall not be entitled to overtime compensation under either the Fair Labor Standards Act or Washington Minimum Wage Act.

14.04 Awarded Time. In recognition of working in excess of eighty (80) hours in one (1) pay period, the Chief, or his/her designee, may award a Commander "Awarded Time" off. Awarded Time shall be governed under the following conditions:

- (a) Awarded Time is not "Comp Time." It is not intended to compensate employees on an hour for hour basis for hours worked beyond their regular work schedules. Awarded Time is intended to give employees time away from work for rest and rejuvenation following a recent rigorous work period.
- (b) Commanders will occasionally work beyond their regularly scheduled eighty (80) hour pay period. Employees should not normally expect to receive Awarded Time compensation for working additional hours that are not in excess of ten percent (10%) of their regular work schedule. For example, Awarded Time would not normally be awarded to an employee working for the first eight (8) hours of additional work performed during a pay period.
- (c) A Commander's use of Awarded Time must be approved in advance by his/her supervisor and recorded on the employee's time log using the appropriate time reporting code. Awarded Time should normally be awarded to the employee during the same time period in which the work was performed, and the employee should use the Awarded Time as soon as possible thereafter. Awarded Time may be used for any reason, and a Commander's request for use of Awarded Time will normally be approved.

- (d) Awarded Time must be used in the calendar year granted, and shall not be carried into the next calendar year. Awarded Time shall not be cashed out. Retiring or terminating employees may not take Awarded Time after their last worked day.
- (e) In recognition of Commanders performing assignments that may require them to work in excess of the standard work schedule on an ongoing, regular basis, Commanders shall automatically receive a lump sum of forty (40) hours of Awarded Time annually. The forty (40) hours shall be granted on January 1<sup>st</sup> of each calendar year for incumbent Commanders. If an employee is hired into a regular Commander position after January 1 of a calendar year, the forty (40) hours of Awarded Time shall be granted on a pro-rated basis.
- (f) Upon execution of this Agreement, a Commander's previously accrued compensatory time (earned as a non-exempt Captain or Lieutenant) will be cashed-out at the appropriate rate of pay.

14.05 On-Call: Pagers/Cell Phones. For times when there is no Commander working after-hours and/or weekends (Saturday and Sunday), there shall be a member of the Command Staff on-call to be available to on-duty supervisors, assigned on a rotating basis. The rotation schedule for each Commander's on-call duty shall be no greater than seven (7) continuous days per on-call assignment, and each on-call assignment is not to occur more than once every six (6) weeks. If a Commander is specifically required to carry a pager and/or cell phone and is assigned "on call," such Commander will be expected to respond and report, as soon as possible if called.

14.06 Assignment of Commanders. All assignments will be made at the discretion of the Chief of Police. Commanders will obtain approval for any leave from their Deputy Chief. Prior to taking any such leave, if two Commanders request leave during the same time period and there is potential for a negative impact on the operation of the Department, the Commander with the most bargaining unit seniority will take precedence over the other.

## **ARTICLE 15 - VACATION**

Annual vacation with pay shall be granted to all employees on the following basis:

15.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, regular permanent employees (any employee hired from a Port posting) may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Chief. Seniority shall be considered in accordance with departmental procedures when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Chief on a vacation request form thirty (30) days or more in advance; more notice may be required by the Chief when necessary to provide for proper scheduling of personnel.

15.02 Limits on Accumulating Vacation Leave; Cash-Out. Vacation leave accumulation shall be limited to four hundred thirty-two (432) hours of accrual at any time. Any portion above four hundred thirty-two (432) hours of unused vacation leave shall be cashed-out under this Section, unless the reason for not taking such vacation leave is at management's direction, as under emergency conditions. Vacation beyond four hundred thirty-two (432) hours accrual will be cashed out on an annual basis. The cash-out of excess hours shall be paid to the Commander on the last paycheck in the payroll year, or in the case of a termination of employment, on the employee's last paycheck.

Employees shall be responsible for scheduling and taking annual leave in order to avoid any forfeiture of vacation leave.

This Section may be subject to modification to meet legal requirements in the event of further changes in State Law.

15.03 Rates of Accrual. Based upon a pro rata share of a full-time work schedule, vacation leave is earned as follows:

- (a) 96 Hours of Vacation: From the first (1<sup>st</sup>) day of employment, to and including the forty-second (42<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eight (8) hours per month of active employment, or the equivalent of up to ninety-six (96) hours per year (8 hours per month x 12 months = 96 hours per year).
- (b) 120 Hours of Vacation: From the forty-third (43<sup>rd</sup>) full month, to and including the seventy-second (72<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of up to one-hundred and twenty (120) hours per year (10 hours per month x 12 months = 120 hours per year).
- (c) 128 Hours of Vacation: From the seventy-third (73<sup>rd</sup>) full month, to and including the one hundred thirty-second (132<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten and sixty-seven hundredths (10.67) hours per month of active employment, or the equivalent of one-hundred and twenty eight (128) hours per year (10.67 hours per month X 12 months = 128 hours per year).
- (d) 160 Hours of Vacation: From the one hundred thirty-third (133<sup>rd</sup>) full month to and including the one hundred ninety-second (192<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to one hundred and sixty (160) hours per year (13.34 hours per month x 12 months = 160 hours per year).

- (e) 168 Hours of Vacation: From the one hundred ninety-third (193<sup>rd</sup>) full month, to and including the two hundred twenty-eighth (228<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one-hundred and sixty eight (168) hours per year (14 hours per month X 12 months = 168 hours per year).
- (f) 176 Hours of Vacation: From the two hundred twenty-ninth (229<sup>th</sup>) full month, to and including the two hundred-fortieth (240<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen and sixty-seven hundredths (14.67) hours per month of active employment, or the equivalent of up to one hundred and seventy-six (176) per year (14.67 hours per month x 12 months = 176 hours per year).
- (g) 184 Hours of Vacation: From the two hundred forty-first (241<sup>st</sup>) full month, to and including the two hundred fifty-second (252<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fifteen and thirty-four hundredths (15.34) hours per month of active employment, or the equivalent of up to one-hundred and eighty-four (184) hours per year (15.34 hours per month X 12 months = 184 hours per year).
- (h) 192 Hours of Vacation: From the two hundred fifty-third (253<sup>rd</sup>) full month, to and including the two hundred sixty-fourth (264<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen (16) hours per month of active employment, or the equivalent of up to one-hundred and ninety-two (192) hours per year (16 hours per month X 12 months = 192 hours per year).
- (i) 200 Hours of Vacation: From the two hundred sixty-fifth (265<sup>th</sup>) full month, to and including the two hundred seventy-sixth (276<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).
- (j) 208 Hours of Vacation: From the two hundred seventy-seventh (277<sup>th</sup>) full month, to and including the two hundred eighty-eighth (288<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of seventeen and thirty-four hundredths (17.34) hours per month of active employment, or the equivalent of up to two-hundred eight (208) hours per year (17.34 hours per month X 12 months = 208 hours per year).
- (k) 216 Hours of Vacation: From the two hundred eighty-ninth (289<sup>th</sup>) full month, to and including all subsequent full months of continuous employment, permanent employees shall accrue vacation leave at the rate of eighteen (18) hours per month of active employment, or the equivalent of up to two-hundred sixteen (216) hours per year (18 hours per month X 12 months = 216 hours per year).

15.04 Payment for Vacation Leave at Termination. Upon termination of employment, regular permanent employees shall receive a lump sum payment in lieu of one hundred percent (100%) of unused vacation leave, based on limitations stated above and as further limited by this Section.

Employees who terminate active employment before completing six (6) months of employment shall receive no vacation pay. Pay for unused vacation leave shall be computed through the last day of employment. Section 15.04 may be subject to modification to meet legal requirements in the event of further changes in State Law.

15.05 Scheduled to Work During Vacation. Employees who are called-in to work while on their scheduled vacation shall be placed on regular, straight-time pay status and compensated for a full day's pay, regardless of the time spent working. In addition, they shall have the vacation day restored which was lost due to being called into work.

15.06 Use For Family Emergency. In the event of a bona fide family emergency at the Chief's discretion, the Chief or his/her designee can permit an employee to take time off with vacation leave applied as compensation.

15.07 Hourly Accrual Method. The parties agree that, during the term of this Agreement, the Port may exercise its option to convert from the monthly accrual method to an hourly accrual method for annual vacation as provided in this Article.

## **ARTICLE 16 - HOLIDAYS**

16.01 Rates of Accrual. In lieu of Holidays, all eligible employees shall receive a pool of one hundred and twenty (120) hours per year based upon twelve (12) holidays and a four (4) day ten (10) hour schedule. Holiday hours will accrue as sixty (60) hours on January 1<sup>st</sup>, and sixty (60) hours on July 1<sup>st</sup> of each year, subject to proration of ten (10) hours per month of assignment. Changes in the number of pooled holiday hours due a Commander resulting from separation from the Department, or for any other reason, shall be prorated.

The Parties agree that during the first (1<sup>st</sup>) year of this Agreement, due to the late execution of the Agreement, employees may have already received a pool of holiday hours as of January 1, 2009. In such event, during 2009 only, those employees shall not be subject to the one-half split of holiday hours on January 1<sup>st</sup> and July 1<sup>st</sup>. However upon execution of this Agreement, those employees who were previously credited in 2009 with ninety-six (96) hours of pooled holiday hours shall be credited with the remaining prorated amount of pooled holiday leave.

16.02 Use and Cash-out. Pooled holiday leave may be used in one (1) hour increments in the same manner and with the same restrictions as vacation time. Upon termination of employment, accrued, unused holiday hours shall be cashed out, subject to proration. During the year, employees may request pay for their unused pooled hours. No pooled hours will be carried over from year to year. Holiday cash-out (if requested by a Commander) will occur twice (2x) per year, in the last paycheck of June and the last

paycheck of December. Commanders who cash out their Holiday pool hours, then separate from the Department, shall be obligated to repay the value of the prorated Holiday pool hours from the date of separation to the end of the year, which the Port may deduct from the employee's final paycheck.

16.03 Scheduled to Work During Paid Holiday. Employees who are called in to work while on their paid holiday shall be placed on regular, straight-time pay status and compensated for a full day's pay. In addition, they shall have the paid holiday restored which was lost due to being called into work.

## **ARTICLE 17 - COMPENSATION FOR MILEAGE, EXPENSES & TRAVEL TIME**

17.01 Reimbursement for Reasonable Expenses; Procedure. The Parties recognize the federal and state audit requirements, and hereby agree to comply with the Port's accounting and procurement policies relating to, among other things, reimbursement of work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations, and use of a Port credit card.

17.02 Normal Pay. An employee's normal salary shall apply as provided for in this Agreement in connection with travel assignments inside and outside of King County.

17.03 Mileage for Private Vehicle Travel. When travel by an employee's private vehicle is required and authorized by Department management, such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the Port Commission for Port employees. However, at no time shall the amount be less than the IRS-approved mileage rate. Requests for mileage shall be submitted according to Port policy.

## **ARTICLE 18 - FALSE ARREST AND PROFESSIONAL LIABILITY**

The Port shall continue to provide professional liability coverage, including false arrest coverage for Commanders when they are acting within the scope of their authority and duties as a Law Enforcement Officer for the Port of Seattle.

## **ARTICLE 19 - UNIFORMS AND EQUIPMENT**

19.01 Uniforms and Equipment Provided. The Port shall provide uniforms and equipment in accordance with requirements as established by the Chief.

19.02 Damage Reimbursement. Limited to three hundred dollars (\$300.00) for each incident, reasonable reimbursement shall be provided for repair or replacement of eyeglasses, watches, or hearing aids which may be broken, damaged or lost as a result of work related activities, where no employee negligence is involved. This benefit applies only in situations where the benefits are not covered under Teamsters Health and Welfare Plans or other benefits.

Decisions on claims for reimbursement shall be approved or disapproved and submitted to Accounting within fourteen (14) days of receipt.

19.03 Clothing Allowance. The Port shall pay a clothing allowance of seventy dollars (\$70.00) per month to Commanders who are directed by the Chief to wear civilian clothes.

## **ARTICLE 20 - BENEFITS**

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

- (a) Washington State Public Employees Retirement System, or LEOFF as applicable.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) A retirement or savings plan in lieu of Social Security. Contributions of six and two-tenths percent (6.2%) of salary on behalf of all members of the bargaining unit, transmitted to the Plan each pay period, up to the annual maximum limits of social security, to the Great Western 401(a) Plan.
- (d) Free parking limited to employees on duty status.
- (e) Credit Union participation.
- (f) Locker room and lunchroom facilities.
- (g) Washington State Workers' Compensation.
- (h) Educational assistance for employees shall be subject to approval of the Chief. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Chief, the Port shall provide reimbursement limited to job related educational curricula on the following basis:
  - (1) For employees engaged in continuing education at accredited institutions to obtain a college degree, fifty percent (50%) of tuition costs following one (1) calendar year of continuous employment and seventy-five percent (75%) following four (4) years of continuous employment. Payment will be made upon evidence of satisfactory completion and will cover tuition fees only. Reimbursement may be applied for following each semester.
  - (2) After one (1) calendar year of continuous employment, for individual courses limited to job related subject matter and not in connection with course work for a college degree, one hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after

evidence of satisfactory completion. This applies to courses taken as a result of a request initiated by an employee. However, non-mandatory specialized police/fire training courses taken at the option of the employee shall result in reimbursement to the Port by the employee for actual expenses if the employee voluntarily resigns (for other than medical reasons) or retires in less than two (2) years after completion of the special training.

- (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for the entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
  - (4) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee that captures the employee's study and career goals.
- (i) Forty (40) hours training will be scheduled per year per employee.
  - (j) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. 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 29) or to any other provisions of this Agreement or to negotiation by the Union.
  - (k) Department Vehicle. For the duration of this Agreement, the Port shall provide each Commander the use of a take-home departmental vehicle. If any Commander resides more than forty five (45) miles from the Department, the Commander may not commute in his/her department vehicle beyond the forty five (45) mile boundary. The Police Chief may make an exception based on operational or Department need. Decisions to grant or deny an exception shall not be subject to the grievance process.
  - (l) Pacific Coast Benefit Plan. For the duration of this Agreement the Employer's contribution shall be one dollar and thirty-five cents (\$1.35) per hour compensated.
  - (m) Shared Leave as defined in Section 23.05.
  - (n) Port of Seattle Long Term Care Insurance. Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care insurance plan made available to Port non-represented employees. Eligibility and participation of employees will be subject to the terms and conditions of such plan including any plan amendments, revisions or possible cancellation. It is further agreed that the content of the plan itself, plan administration and any determination



made under the plan shall not be subject to the grievance procedure or to any other provisions of this Agreement or to negotiation by the Union.

- (o) Retirement Firearm and Box. Upon retirement from the Port of Seattle Police Department, the retiring Commander with at least five (5) years of service will be provided the following as compensation for prior service:
1. The Commander's assigned service weapon; and
  2. A display box suitable to display the service weapon.

## **ARTICLE 21 - LEAVE WITHOUT PAY**

21.01 Eligibility; Procedure. After one (1) calendar years' service an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. At the discretion and with the approval of the Chief, on an exception basis, leaves may be extended not to exceed one (1) calendar year. Requests for such leaves shall be submitted in writing to the Chief for approval thirty (30) days in advance of the leave time period. In emergency situations, the notification may be waived at the option of the Chief.

21.02 Considerations. Leave approval considerations shall include:

- (a) The purpose and length of requested leave;
- (b) The employee's length of service;
- (c) The effect of such an extended absence on departmental operational efficiency;
- (d) Employee past performance and attendance; and
- (e) In establishing the priority for such leaves, mutual benefit to the Port shall also be a consideration. For example, leaves of absence for educational purposes shall receive greater priority than leaves for the purpose of travel.

21.03 Extensions. In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks with the approval of the chief and/or Port's Executive Department. An employee shall suffer no loss of seniority for time spent on approved leave of absence of six (6) weeks or less. For time in excess of six (6) weeks, the Employee shall retain his/her original seniority date, but shall not accumulate any seniority for time off work in excess of six (6) weeks.

21.04 Not For Alternate Employment. Under normal conditions, leaves of absence shall not be granted for the purpose of seeking or engaging in other employment. Any exception to this provision shall be at the sole discretion of the Chief.

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

## **ARTICLE 22 - RE-EMPLOYMENT RIGHTS**

22.01 Hiring Preference. An employee who was not on probation, and who was in good standing at the time of voluntary separation (excluding retirement) from the Port of Seattle Police Department shall have hiring preference over any other applicant for employment (but excluding employees on layoff roster) if application is made within one (1) calendar year from the date of separation from the Department.

22.02 Eligibility. To receive hiring preference, the application is subject to the following requirements:

- (a) The application request must be for the classification that the employee held at the time of voluntary separation; and
- (b) An opening for that classification does not have to exist at the time of request, but if no job opening is available at the time of application, the application will still be given preference for any job opening that occurs within one (1) calendar year from the date of application; and
- (c) The ultimate determination of whether the employee will be rehired will be made by the Department; and
- (d) The Department may require any investigation it deems necessary before the application is approved for reinstatement; and
- (e) At the discretion of the Chief, a background investigation, polygraph examination, and medical examination may be conducted for a period of absence of less than ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical will be mandatory. A drug screen test will be administered regardless of the time away from the Department.

22.03 Reinstatement of Seniority. The seniority date of any Commander re-employed pursuant to this Article shall be his or her original date of hire, provided that no seniority shall accumulate for those periods that the Commander was not a bargaining unit employee.

## **ARTICLE 23 - SICK LEAVE**

23.01 Rate of Accrual. Regular permanent full-time employees shall accrue at the rate of .0462 hours for each straight time hour compensated ( $.0462 \times 2080 = 96$  annual hours per year), up to eight (8) hours per month, not to exceed ninety-six (96) hours in any calendar year (8 hours per month  $\times$  12 months = 96 hours per year). Such sick leave shall be based on a pro rata share of time worked on a full-time work schedule. Regular permanent part-time employees shall accrue pro-rata sick leave based on time worked on less than full-time schedules.

Sick leave is accrued from the first (1<sup>st</sup>) day of employment but may not be used until the completion of thirty (30) days of continuous employment and is to be used under the conditions stated in Section 23.02 of this Article.

23.02 Use of Sick Leave. Sick leave will be used only in instances of non-job related employee or dependent illness or injury. Departmental management may at any time require a physician's statement to justify use of sick leave and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending physician. Family medical and care leave will be administered in accordance with current Federal and State laws, and applicable Port policies.

23.03 No Combined Effect. In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

23.04 Accumulation of Sick Leave. Sick leave may be accumulated up to nine hundred sixty (960) hours for permanent employees. Upon termination or retirement following five (5) continuous years of active employment in a permanent position with the Port, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 960 hour limit) at the rate of pay at termination. The fifty percent (50%) accumulated sick leave payoff is payable to the employee's spouse or other designated beneficiary in the event of an employee's death. One hundred percent (100%) of an employee's accumulated sick leave (within the 960-hour limit) is payable to the employee's spouse or other designated beneficiary in the event of an employee's death in the line of duty.

23.05 Shared Leave. The Parties agree to adopt a Shared Leave Program under the terms and conditions set forth in applicable Port policies covering shared leave of salaried employees.

- (a) Purpose: The Shared Leave Program enables employees to donate accrued sick leave to fellow employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.
- (b) Participation: Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for purposes of this program.

23.06 Attendance Incentive.

- (a) Two hundred and fifty dollars (\$250.00) for any employee who has completed one (1) calendar year of continuous employment without any absence from work. Incentive pay will be subject to payroll withholding requirements.

- (b) Any absence except the following will disqualify an employee:
- (1) Vacation
  - (2) Holidays
  - (3) Bereavement Leave
  - (4) Military Leave
  - (5) Jury Duty
  - (6) Subpoenaed Witness Service on a Port-related case
  - (7) Compensatory Time Off
- (c) The Police Department time entry system and payroll hours will be used to determine eligibility.

#### **ARTICLE 24 - LONG TERM DISABILITY**

24.01 **Eligibility.** Commanders are covered for Long Term Disability insurance on the first (1<sup>st</sup>) day of active employment following six (6) continuous months of employment. Subject to qualified disability, the employee will receive sixty percent (60%) of covered monthly earnings less income from other sources. Benefits for Police Command Staff begin after an elimination period of forty-five (45) days for a non-occupational disability and one hundred eighty (180) days for an occupational disability. Benefits continue during qualified disability, but not past the employee's sixty-fifth (65<sup>th</sup>) birthday or ADEA extension. The maximum benefit is three thousand five hundred dollars (\$3,500.00) with a three percent (3%) cost-of-living net benefit adjuster. The policy contains a three (3) to six (6) month pre-existing condition limitation and certain exclusions and limitations for benefit payment.

This is a brief informational description of the Long Term Disability plan. For additional details, consult the Certificate of Insurance or the group master policy which contains the controlling coverage provisions.

24.02 **Supplemental Coverage.** The Port hereby agrees to the following coverage for Police Commanders only, limited to bona fide duty disability:

- (a) For the first (1<sup>st</sup>) six (6) months of a duty disability, the Port shall supplement amounts paid by certain offsets to a level equal to the base pay rate of the disabled Commander. Such benefit program offsets include but are not limited to state, federal, or other disability programs to which the Port has contributed such as the Public Employees' Retirement System, the Federal Social Security System, the Washington State Department of Labor and Industries programs (e.g. Workers' Compensation, Pension, and lump sum disability awards), and the Long Term Disability Coverage provided under Article 24 of this Agreement.

- (b) In addition, the insurance premiums paid by the Port for insurance programs covered in this Agreement shall continue on behalf of a Commander for the first (1<sup>st</sup>) six (6) months of a duty disability.
- (c) This coverage is also in compliance with RCW 41.04.510.
- (d) If a Commander becomes disabled as a result of duty-disability, the Officer will have his/her job rights protected for two (2) years from the date of the disability as defined below in Sections 24.03 and 24.04.

24.03 Light Duty. The Port may require Commanders receiving a disability leave supplement to work light duty, consistent with RCW 41.04.520 and other applicable law. If a Commander is unable to perform his/her duty assignment by reason of an illness or injury unrelated to the duty disability injury or condition, the Commander is required to use accrued sick leave.

24.04 Return to Work. If a Police Commander becomes disabled as a result of duty-disability, the Commander will have his/her job rights protected for two (2) years from the date of the disability provided the Commander is released to return to work and can perform all the job requirements of a Police Commander. In the event the member of the Command Staff is not able to perform the job requirements of a Police Commander, the Port will make a good faith effort to find other suitable jobs within the Port for which the employee is qualified. In no event will jobs be created or modified specifically for that purpose. This understanding is predicated on a good faith application by the Parties involved.

## **ARTICLE 25 - TEAMSTERS HEALTH AND WELFARE PROGRAMS**

25.01 Effective January 1, 2012 (based on December 2011 hours), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month the following:

- (a) Health & Welfare - Contribute the sum of \$1,126.10 per month for benefits under the "PLAN A" (Price includes an addition of \$11.40 for the additional 9 month waiver, from the base price of the plan and \$14.00 for domestic partner coverage).
- (b) Dental - Contribute the sum of \$127.79 per month for benefits under the "PLAN A." (Price includes an addition of \$2.20 for domestic partner coverage)
- (c) Vision - Contribute the sum of \$14.20 per month for continued benefits under the "EXTENDED BENEFITS." (Price includes an addition of \$.20 for domestic partner coverage)

- (d) Life Insurance - The Port agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance equal to forty percent (40%) of his/her total annualized pay rate, based upon the employee's classification.

25.02 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of the Agreement, the Port shall pay such premium increases as determined by the Trustees.

Effective December 1, 2012, each employee shall contribute \$50.00 per month toward the monthly premium costs in 25.01. The Employer shall pay the remaining costs of the monthly premiums.

25.03 Supplemental Insurance Programs. The Union may establish supplemental insurance programs for the employees under this Agreement. All of the premiums for such plans, if established, shall be paid for by the employees covered. If the Port is to process payroll deductions from employees to pay the insurance carrier on the employees' behalf, the Plan shall be subject to approval by the Port in regard to the responsibility of ongoing administration and related details.

25.04 Retirees Welfare Trust. Contribute the following for benefits under the "RWT-PLUS PLAN" and the Port shall continue to reduce the wages of each member of the Bargaining Unit by an amount equal to one-half (½) of the monthly premium per member:

Effective January 1, 2012                      \$94.85

## **ARTICLE 26 - PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

26.01 No Right to Strike. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Police Department or of the Port.

26.02 No Lockouts. The Port agrees that there shall be no lockouts.

26.03 Effect. The conditions stated in Sections 26.01 and 26.02 of this Article shall remain in effect with or without a signed Labor Agreement.

26.04 Resolution; Expedited Arbitration. If a party is alleged to have violated this Article, the Parties agree to submit the alleged violation of this Article to expedited binding arbitration.

## **ARTICLE 27 - SAVINGS CLAUSE**

If any Article of this Agreement or any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall not be affected thereby, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

## **ARTICLE 28 - ENTIRE AGREEMENT**

28.01 Entire Agreement; No Oral Modifications. 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.

28.02 Opportunity to Bargain. The Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

29.01 Grievance Defined. Any dispute regarding the interpretation or application of this Agreement shall be regarded as a grievance and shall be subject to the terms of this grievance procedure.

29.02 Time Limits. All grievances shall be presented within twenty (20) days of the occurrence or the date that the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union. All references to time in this Article shall be to calendar days.

29.03 Election of Forum. A Commander electing to pursue a matter through the Civil Service System may not also pursue to arbitration a grievance through this grievance procedure. Any complaint that a matter constitutes a violation of Article 7 of this Agreement may not be pursued to grievance arbitration if the matter has been challenged in any other administrative or judicial forum.

29.04 Informal Resolution. The Parties acknowledge that every effort should be made by the employee(s) and the supervisor(s) to resolve issues prior to initiating grievance procedures.

29.05 Grievance Procedure.

### **STEP I**

The affected employee or Union's Business Representative shall present the grievance in writing to the office of the Chief of Police. If the supervisor or supervisor's designee and the

grievant are unable to arrive at a satisfactory settlement, the supervisor (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative. The response shall be issued no later than ten (10) days after the date that the grievance was initially filed. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the supervisor's response, or if the supervisor's response is untimely, within ten (10) days of the date when the supervisor's response was due.

## STEP II

Initiation of Step 2. The Union's Business Representative shall present the grievance in writing to the Chief or the Chief's designee. The written grievance shall contain a statement of the relevant facts, the section(s) of the Agreement allegedly violated, and the remedy that is sought.

Class Grievances. With respect to issues affecting more than one (1) Commander, the Union may elect to file a grievance at Step 2 without the need for individual Commanders to file a grievance at Step 1. The twenty (20) day time limit referenced in Section 29.02, as well as the other requirements of this Article, shall be applicable to such filings.

Step 2 Meeting. Within fourteen (14) days after the initiation of Step 2, the Union's Business Representative and the Chief, or the Chief's designee, shall meet to discuss possible resolution of the grievance. If the Parties are unable to arrive at a satisfactory settlement, or if the Department's response is untimely, the Union may refer the grievance to Step 3 within ten (10) days of the meeting.

## STEP III

Initiation of Step 3. The Union shall notify the Chief and the Port's Labor Relations representative, in writing, of its desire to move the matter to the Board of Adjustment.

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be held no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. The Port's Labor Relations representative, the Chief or designee, and two (2) Union Representatives shall be present, and both sides shall have an opportunity to present all information that they have relating to the grievance. If the Parties are unable to arrive at a settlement, or if the Board of Adjustment hearing is not held within twenty (20) days after initiation of Step 3, the Union may refer the matter to Step 4. The Parties may mutually agree to waive the Step 3 process.

## STEP IV: ARBITRATION

Initiation of Step 4. The Union initiates Step 4 by filing a written request with the Port, specifying the issue to be arbitrated. The request must be submitted within ten (10) days of completion of the Board of Adjustment, or if no Board of Adjustment is scheduled within twenty (20) days after the initiation of Step 3, then within twenty-seven (27) days after the initiation of Step 3.



Selecting An Arbitrator. The Port and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first (1<sup>st</sup>) initiative through a coin flip.

The Hearing. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration, and shall not have the authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union, and the Port. The fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses and costs, including attorney fees, witness compensation, and transcript requests.

#### **ARTICLE 30 - APPENDICES INCORPORATED INTO AGREEMENT**

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

1. Appendix A – Pay Rates
2. Appendix B – Police Officers' Bill of Rights
3. Appendix C – Drug/Alcohol Testing

#### **ARTICLE 31 – CONFERENCE BOARD**

31.01 Board Members. There shall be a Department Conference Board consisting of three (3) employees named by the Union and three (3) representatives of the Department named by the Chief. The Chief, or his/her representative, shall sit as one (1) of the three (3) employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. The Parties may mutually agree to bring in additional persons with expertise in the matters being discussed.

31.02 Requests; Discussion. The Conference Board shall meet at the request of the Union or the Port and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the safety and welfare of the employees. These matters may include issues of development, committee membership, special team/unit assignments, testing, et cetera.

31.03 Purpose. The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a communications and consultative capacity to the Chief. Accordingly, the Conference Board

will not discuss grievances properly the subject of the grievance procedure, except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Union representatives or the Port representatives may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees.

31.04 Agenda; Minutes. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting, and minutes may be kept and made available to members. Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

31.05 Answer(s). The Conference Board shall provide an answer to those issues/questions brought before it within a mutually agreed upon time.

**ARTICLE 32 - TERM OF AGREEMENT: JANUARY 1, 2012 TO DECEMBER 31, 2012**

Wage rate effective dates and differentials shall be as provided for in Appendix A.

All other conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from the effective date to December 31, 2012. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

**PORT OF SEATTLE**

**TEAMSTERS LOCAL UNION  
NO. 763/IBT**

\_\_\_\_\_  
**TAY YOSHITANI**  
Chief Executive Officer

\_\_\_\_\_  
**SCOTT A. SULLIVAN**  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



5. Eleven percent (11%) Longevity Premium. From the start of the two hundred and sixty-fifth (265<sup>th</sup>) full months of continuous employment and beyond, permanent employees shall be paid a longevity premium of eleven percent (11%).

B. Educational Incentive. Base pay for Commanders shall be increased by the following educational incentive schedule:

<u>Percent of Base Rate</u>	<u>Degree</u>
2%	Associate of Arts Degree
4%	Bachelor's Degree
6%	Advanced Degrees (e.g. MA, MBA, JD)

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

D. Payroll Periods/Payroll Errors. All employees covered by this Agreement will receive bi-weekly pay. In no case shall the Port hold back more than fourteen (14) days' pay. No deductions shall be made from paychecks without written consent of the employee, except as provided by federal, state, or municipal law. The Port agrees that if there is a payroll error resulting in an employee being owed one hundred dollars (\$100.00) or greater, in gross pay, the Port shall make payment to the employee in the form of a separate check given to the employee within two (2) regular work days. If there is a payroll error resulting in the employee being owed less than one hundred dollars (\$100.00), in gross pay, or if there is a payroll error resulting in an employee being owed any amount of excess compensation, the Port will include the pay correction on the employee's next regular paycheck.

E. As soon as practicable following the execution of this Agreement, each employee shall receive a one-time lump sum payment of \$1,850.00.

**APPENDIX B**  
**POLICE OFFICERS' BILL OF RIGHTS**

All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights" which shall be added to the present Rules and Regulations of the Port Police Department. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior Officers designated by the Chief. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

- A. The Police Commanders covered by this Agreement do not waive, nor will they be deprived of, any of their Constitutional or Civil Rights guaranteed by the Federal and State Constitution and Laws, afforded a citizen of the United States.
- B. The following procedures shall apply to all administrative (i.e., non-criminal) investigations of misconduct, which if proved could reasonably lead to a suspension without pay or termination for that Officer. In such cases, the employee shall be informed in writing of the nature of the investigation and whether the employee is a witness or subject of the investigation.

If an employee is a subject of the investigation, prior to an investigative interview the Port shall provide the employee with that information necessary to reasonably apprise the employee of the allegations of such complaint. Except in unusual situations, this information shall include the name of the complaining party. The above applies in cases of misconduct, and violations of Department rules and regulations. When the Internal Investigation Section is assigned to investigate non-criminal cases, the accused shall be notified within five (5) working days.

- C. Any interrogation of an employee shall be at a reasonable hour.
- D. The interrogation (which shall not violate the employee's constitutional rights) shall take place at a Port of Seattle Police station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or representative of the Union before being interrogated.

An attorney of the employee's own choosing and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.

- E. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- F. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated in any other manner. No promises or awards shall be made as an inducement to answer questions.
- G. The Port will comply with any applicable state or federal restrictions that prohibit the use of a lie detector or similar tests as a condition of continued employment.
- H. An employee shall be permitted to read any material affecting his/her employment before such material is placed in the employee's personnel file, and an employee shall be allowed to rebut in writing material placed in his/her personnel file. Such written rebuttal shall also be included in the employee's personnel file.
- I. As a Department locker is assigned to an Commander, who places his/her lock on such locker, locker search without notice may not be conducted without the permission of the Officer or without a search warrant, provided, however, with twenty-four (24) hour notice to the Officer involved, a locker inspection may be conducted by the Chief or the Chief's designee. Such an inspection may be conducted by order of the Chief without the requirement of employee's permission and without a search warrant. The employee shall have the right to be present during such locker inspection.
- J. Commanders will have an opportunity to sign complaints of misconduct or resulting findings of such complaints before such material is entered into their personnel files. The Commander's signature constitutes acknowledgment that he/she has seen the material prior to its filing.
- K. All case documentation shall remain confidential within the Internal Investigation Section and to the Chief. Only cases which are classified as sustained shall be forwarded to the Department Administrative file as well as a conclusion of findings to Human Resources and Development for inclusion in the employee's personnel records.
- L. There shall be a separate confidential Internal Investigation Section file for unfounded cases. Such unfounded case file may be opened for legitimate "need to know" reasons with the approval of the Chief and/or Deputy Chief. Such approval will be documented.

**APPENDIX C**  
**DRUG/ALCOHOL TESTING**

**PREAMBLE**

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local 763 Police Commanders' Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

The drug/alcohol testing procedure, agreed to by labor/management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures.

As referred to herein, testing shall be applicable to all entry level probationary employees and any other employee for whom the Port has a reasonable suspicion that the employee is working while under the influence of alcohol or drugs.

- 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/Alcohol Testing. Before an employee may be tested for drugs or alcohol based on a reasonable suspicion, the Port shall meet the following prerequisites.
  1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
  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.
  4. The Chief or Deputy Chief shall be the Police Department representatives to authorize or to approve a drug/alcohol test.
  5. The Officer authorizing or approving a drug or alcohol test under this Appendix C shall provide a written report to the Chief, and to the employee, if requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.
  6. The Port shall not use the drug-testing program to harass any Officer.

- C. The Department shall also have the discretion to order any entry level probationary sworn employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry level probationary period. These tests will be conducted in the following manner:
1. Tests will be administered to each entry level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
  2. Entry level probationary employees shall only be tested while on duty.
  3. The providing of a urine sample will be done in private.
  4. Obtaining of urine samples shall be conducted in a professional and dignified manner.
  5. A portion of urine samples shall be preserved to permit the following:
    - a. Positive samples shall be tested utilizing a gas chromatography/mass spectrometry (GC/MS) test.
    - b. A third (3<sup>rd</sup>) 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 or alcohol tests performed pursuant to the testing procedure:
1. It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such steps as checking the color and temperature of the urine samples to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested positive. In order to deter adulteration of the urine sample during the collection process, physiologic determinations such 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 immediate labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.
  3. Any screening test shall be performed using the enzyme immunoassay (EMIT) method.
  4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and GC/MS. If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.
  5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
  6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
- E. Procedures to be used when the sample is given. The following procedures shall be used whenever an employee is requested to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All sample taking will be done under laboratory conditions and standards as provided by the selected laboratory:
1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
3. In testing blood samples, the testing laboratory will analyze blood/serum by using GC/MS as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
4. When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
5. Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed and labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One (1) of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.
6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within twenty-four (24) hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.

8. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

F. Consequences of Positive Test Results.

1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any disciplinary procedures are invoked as specified in Section (F) (2) below.
2. Consistent with the conditions of the appendix, the Employer may take disciplinary action based on the test results as follows:

Confirmed positive test – Employee is subject to discharge.

G. Employee Rights.

1. The employee shall have the right to a Union representative during any part of the drug testing process.
2. If at any point the results of the testing procedures specified in the appendix are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the Employer. All positive test results will be kept confidential, and will be available only to the Chief, one 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.

