

Item No.: 6a\_attach  
Meeting Date: March 26, 2019

# COLLECTIVE BARGAINING AGREEMENT

By and Between



And

**Teamsters Local Union No. 117**

Affiliated with the  
International Brotherhood of Teamsters

**REPRESENTING  
POLICE/FIRE COMMUNICATIONS SPECIALISTS**



**Term of Agreement**

January 1, **2015 2018** - December 31, **2017 2020**

## NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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**PORT OF SEATTLE**  
**POLICE/FIRE COMMUNICATIONS SPECIALISTS**

**ARTICLE 1 – PURPOSE OF AGREEMENT**

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (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 employees performing radio dispatch and police/fire communications duties, except employees classified in supervisor or manager positions.

**ARTICLE 3 – UNION SECURITY**

~~3.01 All employees shall become members of the Union within thirty (30) days following the beginning of their employment and shall remain members during the life of this Agreement as a condition of their continued employment. No employee will be terminated under this Article if the Port has reasonable grounds for believing:~~

- ~~(a) That membership was not available to the employee on the same terms and conditions generally applicable to other members, or~~
- ~~(b) That membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.~~
- ~~(c) The employee has chosen an alternative to union membership in compliance with RCW 41.56.122.~~

~~3.02 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. Upon receipt of such request by the Union, the Port shall, within five (5) working days notify the employee of a proposed termination and provide an opportunity for the employee to respond in person or in writing to the proposal. Unless the Port has lawful grounds to retain the employee, the employee shall be terminated immediately following the pre-termination response deadline.~~

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3.03 The Union agrees to indemnify and save the Port harmless against any liability, which may arise by reasons of any action(s) taken by the Port to comply with the provisions of this Article.

#### **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 send to American Legal Services, Inc.

4.03 Democrat, Republican, Independent Voter Education (DRIVE): Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group negotiate contract language in their respective contract on this issue.

#### **ARTICLE 5 – ~~BUSINESS~~ UNION 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 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.

New Employee Orientation: The Union, through a Union Member, Shop Steward, or Union Representative shall at a mutually agreeable time with the employer have up to thirty (30) minutes during the employer’s new hire orientation program to meet with the employee (s) for the purpose of filing out Union paperwork and orientating the employee to the Union membership.

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#### **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**

~~The Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state and federal laws.~~

The Port of Seattle is an equal opportunity employer. The Port embraces, and in fact relies on having a diverse workforce. Every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. The Port and the Union will not engage in, or tolerate, any discrimination in the workplace prohibited by local, state or federal law. Specifically, no employee will be discriminated against on the basis of his or her age, race, color, national origin/ancestry, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, marital status, military status, use of workers' compensation, transgender status, political beliefs, or any other category protected by applicable federal, state or local law ("Protected Status").

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## **ARTICLE 8 – MANAGEMENT RIGHTS**

8.01 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.

8.02 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 Contract providing a specific benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

8.03 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 on Port-owned, leased, or rented property;
- (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.

8.04 It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

#### **ARTICLE 9 – DISCIPLINE**

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. Oral admonishments, verbal warnings, counseling, performance evaluations, and remedial training shall not be subject to the grievance procedure.

#### **ARTICLE 10 – REDUCTION IN FORCE**

10.01 The Port shall maintain one (1) seniority roster for police/fire communications employees. Employees laid off as a result of reduction in force shall be laid off according to reverse seniority on the roster. Employees with the least time shall be the first laid off. In the event that two (2) or more employees eligible for layoff shall have the same seniority date, the Chief of Police (hereinafter referred to as Chief) shall determine the order of layoff based on management's evaluation of individual employee performance and special skills.

10.02 Employees laid off in accordance with the provisions of this Article will be eligible for rehire in the inverse order of layoff for a period of one (1) year following layoff.

The Port shall provide updated seniority rosters to the Union on a quarterly basis or upon the Union's request.

10.03 In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff at least fourteen (14) days prior to termination.

10.04 Probationary employees shall not be subject to recall, pursuant to Article 31 of this Agreement.

#### **ARTICLE 11 – JURY DUTY & WITNESS SERVICE**

11.01 Compensation. When a Communication Specialist is called for and serves on jury duty, the Communication Specialist will be compensated for the number of hours that the Communication Specialist regularly works in a workweek, less any compensation received from the court for such service. 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. For a Communication Specialist's service as a subpoenaed witness on a job related case, Port compensation outside of regularly scheduled work hours is payable at the overtime rate if such service is in excess of the normal daily or normal weekly working hours' schedules. (See Appendix A, Section II(F) – Court Appearances).

11.02 Hours of Work. For the period of jury duty service, the Communication Specialist shall be assigned to a Monday through Friday workweek on day shift schedule. The Communication Specialist that is released from jury service on any day shall immediately call-in to work and report for duty if required. Upon final release from jury duty, the Communication Specialist will return to his or her regular schedule in such a way as to permit an uninterrupted continuation of compensation, and the maximum amount of work availability for the Port; provided, that no Communication Specialist regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

11.03 This Article shall not be construed to include either grievances or arbitrations as defined in Article 28 of this Agreement.

#### **ARTICLE 12 – BEREAVEMENT LEAVE**

12.01 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 supervisor, 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.

12.02 "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.

12.03 Individual circumstances, such as 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.

12.04 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 13 – HOURS OF WORK AND OVERTIME**

13.01 Designated Workweek. The normally scheduled workweek shall be comprised of forty (40) hours, defined by the Port as beginning at 12:01 a.m. on Sunday and ending at midnight on Saturday. Port payroll shall be on an eighty (80) hour biweekly basis.

13.02 Hours of Work. The normally scheduled workweek for employees shall be forty (40) hours per week as generated by the four/ten (4/10) work schedule. Rest periods are fifteen (15) minutes in length.

13.03 Work Schedule. The normal work schedule shall be as follows:

All full-time regular employees shall be assigned by seniority preference to staff the work shifts per the work schedule. The work schedule is 4/10 schedule with a variety of a day, swing and graveyard hours. The annual shift bid process shall commence no later than September 30<sup>th</sup> of each year. Bidding will be in one round with each employee required to bid one (1) cycle in each grouping of Day/Swing or Swing/Graveyard shifts (12 months). The cycles will begin on the first Sunday in January and the first Sunday in July. Each employee shall have a maximum of twenty-four (24) hours to place his/her bid. Failure to place a bid within twenty-four (24) hours will result in a forfeiture of bid order.

As soon as practical within thirty (30) days following a vacancy, employees (who have completed the training program) shall be provided the opportunity to exercise seniority preference to fill any open regular position in the schedule caused by transfer out of the bargaining unit or termination of employment unless the opening occurs less than forty-five (45) days from the next scheduled shift rotation as defined in Article 13.05, Shift Rotation and provided however, that a senior employee may not displace a regularly assigned junior employee (no "bumping"). Bid vacation is not guaranteed if an employee chooses to exercise seniority rights to change shifts however, bid vacation will be accommodated if possible.

The normal workweek and normal workday for Communication Specialists may be modified to accommodate training or educational requirements with as much notice as possible, but not less than five (5) calendar days' notice.

13.04 Work Shifts. Starting times for regular assigned rotating shifts will be:

Day Shift shall start between 0400 hours and 1059 hours.

Swing Shift shall start between 1100 hours and 1659 hours.

Graveyard Shift shall start between 1700 hours and 0359 hours.

Regular assigned employee schedules shall not be changed except in the following situations:

- A bona fide emergency;
- To accommodate training requirements and requests;
- By mutual agreement.

Employees shall have a minimum of twelve (12) hours off between shifts. If an employee returns to work with less than twelve (12) hours off, he/she shall receive pay at the overtime rate for all time worked until twelve (12) hours have passed since the end of the prior hours worked.

#### 13.05 Shift Rotation.

Each full-time regular employee shall rotate, every six (6) months, so as to work one (1) cycle in each grouping of Day/ Swing and Swing/Graveyard shifts. The rotation shall occur on the first Sunday in January and again on the first Sunday in July. During the rotation employees will be scheduled in accordance with Section 13.04. No employee will be scheduled more than five (5) work shifts in a row.

Other schedules may be worked during the rotation period if mutually agreed upon by the employee and their supervisor.

13.05 Scheduling Days Off. The Port shall not change or reschedule days off to prevent payment of overtime.

13.06 Trading Days Off. With supervisory approval an employee may trade days off with another employee, provided that the trade involves an even, reciprocal arrangement that is accomplished within a forty-five (45) day period. When trading days off, employees' paychecks will vary to show actual time worked, and hours in excess of the provisions of Section 13.09 of this Article resulting only from the trade shall be compensated at the straight-time rate. In the event a person scheduled to work pursuant to a shift trade arrangement fails to report to work as agreed, the appropriate leave bank of that person will be charged.

13.07 Mealtime Disruption. In the event an employee is called back to work from mealtime and is not provided a meal period of reasonable duration later in the shift, or the employee is not provided proper relief in order to take a meal period during the shift, the

employee shall be compensated one-half (½) hour at the overtime rate for the remainder of the mealtime not taken. An employee shall not be required to take a meal period during the first two (2) hours or the last two (2) hours of the shift. An employee who works more than four (4) hours shift extension or more than four (4) hours call-in or scheduled overtime shift, shall be provided a meal period during the overtime assignment or be compensated at the overtime rate for the missed mealtime. If any employee independently or without proper authorization elects not to take a mealtime, and no emergency or extenuating circumstance exists, such employee shall not receive overtime payment for the mealtime missed.

13.08 Overtime Pay & Approval and Assignment of Overtime. Authority for the approval of overtime work shall be limited to Department management or its designees, provided however, that when unanticipated coverage is needed, in the Supervisor's absence, employees may authorize, approve, and assign overtime to themselves or to solicit other Communications employees to work overtime.

In the event that two (2) or more employees request the same overtime assignment, the senior employee shall be given preference. However, preference will be given to an employee willing to work the majority of the available hours of an overtime assignment when called in on a scheduled day off. An employee who accepts an overtime assignment is expected to fill that assignment. In the event of involuntary assignment of overtime, the junior eligible employee shall receive the assignment, provided however, that all other options should be exhausted prior to calling an employee in on a scheduled day off. Except in a bona fide emergency, no employee shall be assigned to work more than twelve (12) hours in any day, including overtime, provided however, that an employee may volunteer to work up to sixteen (16) hours with supervisor approval.

The overtime rate of pay is one and one-half (1½) times the employee's regular rate of pay for work performed. There shall be no compounding or "pyramiding" of overtime pay.

All hours worked in excess of ten (10) hours per day, or in excess of the normally scheduled forty (40) hours workweek as defined in Section 13.01 of this Article, shall be compensated at the overtime rate.

Overtime provisions in this Article are subject to the requirements of the Fair Labor Standards Act (FLSA).

13.09 Daylight Savings Time. When time is officially changed (as from standard time to daylight savings time or vice versa) during an employee's working hours, the employee shall be paid for actual hours worked. If the employee loses a straight-time (non-overtime) hour, the employee will not receive pay for that straight-time hour, unless the employee elects to use vacation to replace the lost hour. If an employee works an extra hour, the employee will receive pay subject to the overtime provisions of the Collective Bargaining Agreement.

## **ARTICLE 14 – VACATION**

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

14.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, employees may request and use vacation leave up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Communications Supervisor. Seniority shall be considered in accordance with the procedures contained herein when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Communications Supervisor on a vacation request form thirty (30) days or more in advance, provided however, that requests made with less advance notice shall not be denied based only on the time frame and may be granted, subject to staffing requirements.

An annual vacation bid shall commence ten (10) days after the completion of the annual shift bid process for the following year, subject to the following provisions. Each employee shall have a maximum of twenty-four (24) hours to place his/her bid. Failure to place a bid within twenty-four (24) hours will result in a forfeiture of the bid for that round. Employees who forfeit their seniority bid will be given an opportunity to bid at the end of the round. The bid must be placed within twelve (12) hours of notification to the employee.

Prime vacation time is designated as May 1<sup>st</sup> through August 31<sup>st</sup>.

Employees may not bid more hours than that which they shall have accrued at the time of the requested vacation. At the employee's option, Holiday Pooled Leave (Article 15) may be included in vacation bids.

Two (2) employees may request and shall be granted vacation leave on any one (1) day.

Employees may select, by seniority preference, up to one hundred twenty (120) hours, contained in not more than two (2) periods of available consecutive days, during each of three (3) rounds of bidding, provided however, that no employee shall select more than eighty (80) hours prime vacation time during any one (1) round.

~~Two (2) employees may request and shall be granted vacation leave on any one (1) day.~~

In the event that an employee cancels a bid vacation during a period when two (2) employees have been granted leave, that period shall be made available to other employees by seniority preference.

When a junior employee selects a vacation period that had been available but not selected by a senior employee, after the initial bidding period, the senior employee may not displace the junior employee's bid (no "bumping").

14.02 Limits on Accumulating Vacation Leave. Vacation leave accumulation shall be limited to four hundred eighty (480) hours accrual at any time. Any portion above a four hundred eighty (480) hour accrual of unused vacation leave shall be forfeited, unless the reason for not taking such vacation leave is at management's direction, as under emergency

conditions. In such event, unused vacation leave shall not be forfeited. Employees shall be responsible for scheduling annual leave in order to avoid any forfeiture of vacation leave.

14.03 Rates of Accrual. Effective upon ratification between the parties. Based upon a pro rata share of a full-time work schedule calculated by an hourly accrual method, vacation leave is earned as follows:

- (a) 96 Hours of Vacation. Based on the first day of employment, from the first (1<sup>st</sup>) full month, 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 eighty-fourth (84<sup>th</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 twenty (120) hours per year (10 hours per month X 12 months = 120 hours per year).
- (c) 140 Hours of Vacation. From the eighty-fifth (85<sup>th</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 eleven and sixty-seven hundredths (11.67) hours per month of active employment, or the equivalent of up to one hundred forty (140) hours per year (11.67 hours per month X 12 months = 140 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 and ninety-second (192<sup>nd</sup>) ~~two hundred twenty-eighth (228<sup>th</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 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-eight (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 sixty-eight (168) hours per year (14 hours per month X 12 month = 168 hours per year).

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- (ef) 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 seventy-six (176) hours per year (14.67 hours per month X 12 months = 176 hours per year).
- (fg) 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).
- (gh) 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).
- (hi) 200 Hours of Vacation. From the two hundred sixty-fifth (265<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 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).

14.04 Payment for Vacation Leave at Termination/Paid Service Time. Regular, permanent employees shall be eligible to use accrued vacation leave, up to a limit of four hundred eighty (480) hours, in the form of paid service time prior to termination. Paid service time shall be provided as time off work with pay immediately prior to their termination date. Employees exercising their right to utilize vacation hours as paid service time shall be required to report for work on their last day of paid service time prior to termination. Any remaining accrued vacation leave (up to the 480-hour limit) not used as paid service time shall be cashed-out upon termination of employment. No employee terminated for just cause will be permitted to utilize vacation hours as paid service time, but rather, shall have vacation leave cashed-out under this Article.

If a regular, permanent employee is ineligible to use accrued vacation as paid service time, as specified in this Article, or elects against taking paid service time, such employee shall receive a lump sum payment in lieu of unused vacation leave, upon termination, up to a maximum of four hundred eighty (480) hours. Pay for unused vacation leave shall be computed through the last day of employment.

In addition, employees who terminate active employment before completing six (6) months of employment shall receive no vacation pay nor be eligible to use vacation as paid service time; thus, their vacation leave shall be forfeited.

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

14.05 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 one (1) day off with vacation leave applied as compensation.

14.06 If the lateral is hired from within the Port of Seattle, he or she shall use his/her original hire date with the Port of Seattle for the purpose of vacation accrual as defined in Article 14, Section 14.03 of the current Collective Bargaining Agreement.

#### **ARTICLE 15 – HOLIDAYS**

15.01 In lieu of holidays, employees shall receive a pool of one hundred and forty (140) holiday hours on January 1<sup>st</sup> of each year. Changes in the number of pooled holiday hours due an employee resulting from a change of schedule, separation from the Department, or for any other reason, shall be prorated.

15.02 Pooled Holiday Leave may be used in one (1) hour increments in the same manner and with the same restrictions as vacation time, upon approval of the Communications Supervisor. During the year, employees may request payment for their unused pooled hours, and such holiday leave cash-out (if requested by an employee) will occur twice (2x) per year, in the last paycheck of June and the last paycheck of December. No pooled holiday hours may be carried over from year to year.

15.03 Employees who cash out their Pooled Holiday Leave, then separate from the Department, shall be obligated to repay the value of the prorated pooled hours from the date of separation until the end of the year, which the Port may deduct from the employee's final paycheck.

15.04 During the first (1<sup>st</sup>) year of employment, employees shall receive a prorated benefit of Pooled Holiday Leave for each full month of employment. Absent supervisory approval, employees may not use Pooled Holiday Leave during the first six (6) months of employment.

15.05 Paid Service Time. Regular, permanent employees, who terminate active employment after completing six (6) months of employment, shall be eligible to use one hundred percent (100%) of their unused holiday leave (up to the 140-hour limit) as paid service time. Such holiday leave shall be prorated based on the employee's anticipated termination date. Paid service time shall be provided as time off work with pay immediately prior to their termination date. Employees exercising their right to utilize holiday hours as paid service time shall be required to report for work on their last day of paid service time

prior to termination. Any remaining accrued holiday leave not used as paid service time shall be cashed-out upon termination of employment.

In addition, no employee terminated for just cause, nor an employee who terminates active employment before completing six (6) months of employment, will be permitted to utilize holiday hours as paid service time; rather, such employee shall have holiday leave cashed-out upon termination.

15.06 Holiday leave is payable, in a monetary amount, to the employee's spouse or other designated beneficiary in the event of an employee's death.

#### **ARTICLE 16 – COMPENSATION FOR TRAVEL TIME**

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

16.02 An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of King County, as defined under the Fair Labor Standards Act (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements.

16.03 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 17 – PROFESSIONAL LIABILITY**

The Port shall continue to provide professional liability coverage for Port Police/Fire Communications employees when they are acting within the scope of their authority and duties for the Port of Seattle.

#### **ARTICLE 18 – UNIFORMS AND EQUIPMENT**

If the Port decides to require uniforms for Communications Specialists, the Port shall provide and maintain Communications uniform clothing and equipment in accordance with requirements that are mutually agreed between the Parties.



## **ARTICLE 19 – REQUESTED BENEFITS**

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

- (a) Washington State Public Employees Retirement System.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) Social Security Insurance (FICA) as covered by the Federal Insurance Contribution Act.
- (d) Free parking limited to employees on duty status.
- (e) ~~Credit union participation.~~
- (f) Locker and lunchroom facilities.
- (g) Washington State Self-Insured 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) 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. The employee should normally expect to provide a minimum of two (2) years of service to the Port upon completion of study toward a college degree. This is not a repayment provision.
  - (2) After one (1) 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 cost(s) 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) Twenty-four (24) hours training 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, 1984~~. 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 28) or to any other provisions of this Labor Agreement or to negotiation by the Union.
- (k) PACIFIC COAST BENEFIT PLAN: Effective on the date this Agreement is signed and executed, and for the remainder of this Agreement, the Port contribution to the Pacific Coast Benefit Trust for each employee shall be one dollar and thirty-five cents (\$1.35) per hour compensated.
- Effective January 1, 2020, the Port's contribution to the Pacific Coast Benefit Trust for each employee will increase to one dollar and forty cents (\$1.40) per hour compensated.
- (l) The Port of Seattle shall allow all employees the opportunity to attend the Port of Seattle retirement planning seminars.
- (m) ~~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.~~
- (n) Flexible Spending Account: Employees shall be eligible for participation in the Port of Seattle's Flexible Spending Account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the Grievance

Procedure (Article 28) or to any other provision of this Labor Agreement or to negotiation by the Union.

- (o) Teamsters Legal Defense Fund Participation: The Port agrees to effectuate payroll deduction for those members wishing to participate in the Teamsters Legal Defense Fund as provided in Section 4.02.
- (p) 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.

#### **ARTICLE 20 – LEAVE WITHOUT PAY**

20.01 After one (1) year's service, an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. 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.

20.02 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.

20.03 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.

20.04 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.

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

#### **ARTICLE 21 – SICK LEAVE**

21.01 Regular permanent full-time employees shall accrue up to eight (8) hours per month of sick leave, accrued per straight-time hour compensated based on an hourly accrual method, not to exceed ninety-six (96) hours in any calendar 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.

21.02 Sick leave is accrued after thirty (30) days of continuous employment and is to be used under the conditions stated in Section 21.03 of this Article and as provided by law.

21.03 Except as provided in Sections 21.08 of this Article and by law, sick leave will be used only in instances of non-job related employee or dependent illness or injury. However, sick leave may be used to cover normally scheduled workdays within the three (3) day exclusion of the Washington State Workers' Compensation Program. Such special application of sick leave would be limited to those employees who are not eligible for benefits provided in Article 22, Sections 22.01 and 22.02.

21.04 Departmental management ~~may at any time~~ require a physician's statement to justify validate 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 as provided by law.

21.05 Sick leave shall be applied for employee non-duty disabilities in coordination with the Teamster Plan A indicated in Article 23, Section 23.02. 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.

21.06 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. Such accumulated sick leave payoff is payable to the employee's spouse or other designated beneficiary in the event of an employee's death.

21.07 Family Medical Leave. Family leave will be administered in accordance with current Federal and State laws, and applicable Port policies.

21.08 The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees to provide advance notice of how the Port intends to comply, and when and if there are any changes to the Union.

Effective upon ratification between the parties and execution of the agreement, the Port will pay the employee portion of the premium associated with this provision.

~~21.089~~ Shared Leave: Employees shall be eligible to participate in the voluntary share leave program made available for Port employees through the HR-5 Leave Policy as follows:

The Port of Seattle Shared Leave Program is designed to allow employees to come to the aid of fellow Port employees who are suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which is not related to a Workers' Compensation claim and has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment. This includes the first six to eight weeks of maternity leave (up until the physician releases the mother to return to work). It may also include time off needed by the employee to care for a child, spouse or domestic partner, or parent who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. "Severe" or "extraordinary" condition is defined as serious, extreme, chronic and/or life threatening.

Requests for Shared Leave will be generated by the employee or his or her work unit and management in consultation with Human Resources and Development. Shared Leave hours are given to address a specific medical condition for a specific employee. Shared Leave hours which have not been used for six months will be returned to the donors' accrued leave balances on a pro-rata basis unless Human Resources and Development management authorizes an extension to the six-month period. Shared Leave hours may not be "banked" or used for reasons other than the original cause for the donations. Shared Leave hours are not payable to an employee's estate and cannot be cashed out.

An employee may donate any amount of Paid Leave Time, provided the employee retains a minimum balance of two work weeks of accruals for his or her own use. However, it is not the intention of the Shared Leave program to allow employees who are terminating their employment with the Port to donate their unused leave ~~to~~ upon their termination. Donations of leave are not tax-deductible for the donor.

Shared Leave will be paid at the recipient's own rate of base pay. For example, a recipient who earns \$20 per hour and receives four (4) hours of leave from a donor who earns \$15 per hour will be eligible to use the 4 hours of donated leave at \$20 per hour.

All Shared Leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating leave. It is not the intent of the Shared Leave program to allow employees who are terminating their employment with the Port to donate their unused leave upon their termination.

Employees will accrue leave hours on Shared Leave hours paid. Paid Shared Leave hours will be reported as taxable income on the recipient's Form W-2. Shared Leave must be recorded on time logs using the appropriate time reporting code. It is the responsibility of the recipient employee or the employee's designee to coordinate with the Benefits staff in Human Resources and Development to track the employee's available Shared Leave balance. Shared Leave is not subject to PERS or LEOFF contributions. PERS and LEOFF service credit for pension calculations will not accrue on Shared Leave hours. Contributions to the Pacific Coast Benefit Trust will be paid on shared leave hours used by the recipient as compensated hours per Article 19 (k).

## **ARTICLE 22 – LONG TERM DISABILITY**

22.01 The Port shall provide employees with Long Term Disability Insurance on the first (1<sup>st</sup>) day of active employment following six (6) continuous months of regular employment. Subject to qualified disability an employee will receive sixty percent (60%) of covered monthly earnings less income from other specified sources. Benefits 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 your 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 to six (3-6) month preexisting condition limitation and certain exclusions and limitations for benefit payment.

This is a brief description of the Long Term Disability plan. Employees may refer to their Certificate of Insurance or to the group master policy for additional details and controlling coverage provisions.

22.02 Return To Work. If an employee becomes disabled as a result of duty-disability, the employee will have his/her job rights protected for two (2) years from the date of the disability provided the employee is released to return to work and can perform all the job requirements of a Communications Specialist.

In the event the employee is not able to perform the job requirements of a Police/Fire Communications Specialist, 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 this purpose. This understanding is predicated on a good faith application by the Parties involved.

## **ARTICLE 23 – TEAMSTERS HEALTH AND WELFARE PROGRAMS**

23.01 The Port agrees to provide and maintain the health and welfare benefits listed in Sections 23.02 and 23.05 for all active employees working under the jurisdiction of said Union for not less than eighty (80) hours employment in the previous month which includes all compensable time. In the event of a duty-disability covered under Article 22, the hours requirement shall not apply.

23.02 Effective January 1, ~~2015~~ 2018 (based on December ~~2014~~ 2017 hours), the Port agrees to provide and maintain the following benefits:

- (a) Medical - Contribute the sum of \$ ~~1,367.40~~ 1,319.30 per month for benefits under the "PLAN A" (Includes an addition of \$11.40 for the additional nine (9) month waiver, from the base price of the plan and \$14.00 for domestic partner coverage).
- (b) Dental - Contribute the sum of \$132.70 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 \$15.10 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an addition of \$0.20 for domestic partner coverage.)

23.03 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan, listed above, 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 this Agreement, the Port shall pay such premium increases as determined by the Trustees, except for, effective January 1, ~~2016~~ 2018 the employees shall pay \$75.00 a month toward the cost of the plans ~~for the remainder of this Agreement.~~

~~Effective January 1, 2019, or upon execution, whichever is later, employees shall pay \$100 a month toward the cost of the plans. Effective January 1, 2020, employees shall pay \$125 a month toward the cost of the plan for the remainder of this Agreement.~~

23.04 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.

23.05 Retiree's Welfare Trust. The Port shall contribute the following for continued benefits under the "RWT-PLUS PLAN," and the Port shall continue to reduce each member of the Bargaining Units' wages by an amount equal to one-half (1/2) of the monthly premium per member.

|  |         |
|--|---------|
| Effective January 1, <del>2015</del> <u>2018</u> | \$94.85 |
| Effective January 1, <del>2016</del> <u>2019</u> | \$TBD   |
| Effective January 1, <del>2017</del> <u>2020</u> | \$TBD   |

## **ARTICLE 24 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

24.01 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.

24.02 The Port agrees that there shall be no lockouts.

24.03 The conditions stated in Sections 24.01 and 24.02 of this Article shall remain in effect with or without a signed Labor Agreement.

24.04 If a Party is alleged to have violated this Article, the Parties agree to submit the alleged violation to this Article to expedited binding arbitration.

## **ARTICLE 25 – 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 26 – ENTIRE AGREEMENT**

26.01 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.

26.02 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 27 – APPENDICES AND MEMORANDUMS OF AGREEMENT INCORPORATED INTO AGREEMENT**

By reference herein, the Memorandums of Agreement and 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 – Drug Testing/Substance Tests
  
- (3) Memorandum of Agreement – Retro Pay

## **ARTICLE 28 – GRIEVANCE PROCEDURE**

28.01 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.

28.02 Time Limits. All grievances shall be presented within twenty (20) days of the occurrence or the date 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.

28.03 Election of Forum. An employee electing to pursue a matter through the Civil Service System may not also pursue to arbitration a grievance through the 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.



28.04 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.

28.05 Employer Grievances. Port grievances will be initiated at Step 2.

28.06 By mutual agreement, the Parties may agree to waive any step in the grievance procedure.

28.07 Grievance Procedure.

### **STEP 1**

The affected employee shall present the grievance in writing to the Communications Manager. A Shop Steward or Business Representative may present the grievance on the employee's behalf. Either Party may request to convene a meeting to discuss the grievance within ten (10) days of the filing of the grievance. If the Parties are unable to arrive at a satisfactory settlement, the Communications Manager (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative and, if requested by the grievant, the Shop Steward. The response shall be issued no later than ten (10) days after the date the grievance was initially filed or the date of the grievance meeting, if a grievance meeting occurred. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the Communication Manager's response, or the date the response was due.

### **STEP 2**

Initiation of Step 2. The Union's Business Representative shall present the grievance in writing to the Chief of Police (or designee) or the Port will present the grievance in writing to the Union's Business Representative. 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) bargaining unit employee, the Union may elect to file a grievance at Step 2 without the need for the individual employee(s) to file the grievance at Step 1. The twenty (20) day time limit referenced in Section 28.02, as well as the other requirements of this Article, shall be applicable to such filing.

Step 2 Meeting. Within fourteen (14) days after the initiation of Step 2, the Union's Business Representative and the Chief of Police (or designee) shall meet to discuss possible resolution of the grievance. If the Parties are unable to arrive at a satisfactory settlement, the responding Party will issue a written response to the grieving Party within ten (10) days of the meeting. The grieving Party may refer the grievance to Step 3 within ten (10) days of receipt of the response or the date the response was due.

### **STEP 3**

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

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be heard 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 of Police (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 a resolution is reached, the Parties will document the agreement in writing. If the Parties are unable to arrive at a settlement, the grieving Party may refer the matter to Step 4 within ten (10) days following the Board of Adjustment hearing.

### **STEP 4 – ARBITRATION**

Initiation of Step 4. The Union or the Port initiates Step 4 by filing a written request with the other Party, specifying the issue to be arbitrated.

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. The Parties agree to equally split any costs associated with obtaining a list of arbitrators from FMCS. 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 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 to him/her for arbitration, and shall not have the authority to determine any other issue(s) 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 29 – CONFERENCE BOARD**

29.01 There shall be a Department Conference Board consisting of up to three (3) employees named by the Union and up to 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 up to 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.

29.02 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, testing, et cetera.

29.03 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 of Police. 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.

29.04 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.

29.05 The Conference Board shall provide an answer to those issues/questions brought before it within a mutually agreed upon time.

### **ARTICLE 30 – RE-EMPLOYMENT RIGHTS AFTER VOLUNTARY TERMINATION OF EMPLOYMENT**

An employee who was not on probation and was in good standing at the time of voluntary separation from the Department may apply for re-employment to the Department, subject to the following conditions:

- (a) Must apply for re-employment within one (1) year from the date of separation from the Department; and
- (b) The application request must be for the classification(s) which the employee held at the time of voluntary separation. An opening for that classification does not have to exist at the time of request, but if no opening for the position occurs within the one (1) year period, then this offer is void and any pending requests will become ineligible. An employee who reinstates under this provision shall retain longevity accrued at the time of separation; however, the returning employee shall be placed on the bottom of the seniority roster; and:
- (c) The Department may require any investigation it deems necessary before the application is approved for reinstatement. At the discretion of the Chief of Police, a background investigation, polygraph examination, and medical

examination may be conducted for the period of absence during the first ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical examination will be mandatory. A drug screen test will be administered regardless of the time away from the department.

## **ARTICLE 31 – SENIORITY**

31.01 As provided within this Agreement, vacation scheduling, assignment to open positions on the work schedule, and overtime assignments, shall be controlled by classification seniority with the senior person having preference.

31.02 Probationary Period. Employees shall be subject to a one (1) year probationary period following such date of hire or appointment to the bargaining unit position. The probationary period may be extended at the discretion of the Chief if the probationary employee has been absent due to bona fide illness or other legitimate reason. Employees that are separated from employment before the completion of their one (1) year probationary period shall not be subject to recall rights as outlined in Article 10 of this Agreement.

31.03 Acquisition of Seniority. A new employee will attain seniority after one (1) year from date of hire or appointment to the bargaining unit position. After completion of their probationary period, the employee's seniority date shall be the date of hire or appointment to the bargaining unit position. Prior to the acquisition of seniority, an employee shall be on probationary status.

31.04 Test Scores/Coin Flip. When two (2) or more employees have the same seniority date, it is agreed that the pre-employment test scores will determine who is the senior employee for all provisions of this Agreement. When two (2) or more employees have the same test scores, it is agreed that a flip of the coin will determine who is the senior employee for all provisions of this Agreement. The coin flip would be made on the date after the employees have achieved seniority as provided in paragraph 31.03.

31.05 Loss of Seniority. Seniority shall be broken for the following reasons:

- (a) Justifiable discharge;
- (b) Voluntary quit;
- (c) Retirement;
- (d) Layoffs of twelve (12) months or more;
- (e) Absence from work because of a non-occupational illness or injury of twelve (12) months or more;
- (f) Absence because of an occupational illness or injury of twenty-four (24) months or more;
- (g) Failure to return from approved leave of absence;
- (h) Transfer to another position in the Port of Seattle which is outside this bargaining unit, if such transfer extends for a period in excess of ninety (90) calendar days.

31.06 Time Limit Extension. The time limits specified in Section (e), (f), and (g) may be extended by mutual agreement between the Employer and the Union.

31.07 Seniority List. A list of employees arranged in the order of their seniority shall be posted in a conspicuous location at their place of employment and a copy shall be sent to the Union on an annual basis or as requested by the Union.

31.08 Lateral Entry Communications Specialists. All issues related to seniority will be based upon the lateral's hire date within the Port of Seattle Police Department. He or she shall not be credited any time towards seniority for either prior dispatch experience or past Port of Seattle employment.

### **ARTICLE 32 – JOB SHARE**

The Parties agree to reasonably meet to discuss job share agreements for employees, however, in no event, shall the Port be obligated to create job share agreements.

### **ARTICLE 33 – TERM OF AGREEMENT: JANUARY 1, 2015 2018 THROUGH DECEMBER 31, 2017 2020**

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

33.02 All other conditions shall be effective on the date the Agreement is signed and executed, or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from effective date through December 31, ~~2017~~ 2020. The Agreement may be opened by either Party giving notice in writing not later than sixty (60) days prior to the expiration date.

33.03 It is agreed and understood the Parties will commence negotiations for a new Agreement by July 1<sup>st</sup> of the expiring year. This is intended to allow adequate time to negotiate in an effort to reach agreement prior to the Agreement's expiration.

**PORT OF SEATTLE**

**TEAMSTERS LOCAL UNION  
NO. 117/IBT**

\_\_\_\_\_  
**THEODORE J. FICK**  
Chief Executive Officer

\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

I. **PAY SCHEDULES**

(A) Effective as listed below, base hourly wage rates will be as follows:

| <b><u>Classifications</u></b> | <b><u>TENURE SINCE<br/>DATE OF HIRE</u></b> | <b><u>Effective<br/>1/1/2015 2018<br/>+2.1%+<br/>+ 3.0 % COLA</u></b> |
|-------------------------------|---|---|
| Communications Specialist     | After 60 Months                             | <del>\$32.39</del> <u>35.60</u>                                       |
|                               | After 36 Months                             | <del>\$31.79</del> <u>34.94</u>                                       |
|                               | After 30 Months                             | <del>\$31.04</del> <u>34.08</u>                                       |
|                               | After 18 Months                             | <del>\$29.00</del> <u>31.87</u>                                       |
|                               | After 6 Months                              | <del>\$27.42</del> <u>29.81</u>                                       |
|                               | Starting Rate                               | <del>\$25.34</del> <u>27.81</u>                                       |

(B) Effective January 1, ~~2015~~ 2018, base hourly wage rates will be increased by ~~three percent (3.0%) two and 1/10 percent (2.1%)~~ which is equal to one hundred percent (100%) of the Seattle/Tacoma/~~Bremerton~~ Bellevue CPI-U (All Urban Consumers), October to October, with a zero percent (0%) minimum and a six percent (6%) maximum, ~~plus one percent (1%)~~.

(C) Effective January 1, ~~2016~~ 2019, base hourly wage rates will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/~~Bremerton~~ Bellevue CPI-U (All Urban Consumers), October to October, with a zero percent (0%) minimum and a six percent (6%) maximum, ~~plus one percent (1%)~~.

(D) Effective January 1, ~~2017~~ 2020, base hourly wage rates will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/~~Bremerton~~ Bellevue CPI-U (All Urban Consumers), October to October, with a zero percent (0%) minimum and a six percent (6%) maximum, ~~plus two percent (2%)~~.

Effective January 1, 2020, employees will also receive a one percent (1.0%) increase above COLA.

(E) Those employees designated to perform the duties of Relief Supervisor or Trainer, shall receive a ten percent (10%) premium above their straight time hourly wage rate, plus any applicable differentials to which the employee is otherwise entitled, for all hours during such assignment.

(F) The Parties acknowledge that the base hourly wage rates listed in this Appendix already include a five and eight-tenths percent (5.8%) premium for working varying shifts.

(G) All base hourly wages shall be rounded to the nearest whole cent.

II. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS

(A) Longevity Premium. Effective January 1, 2015, base hourly pay for all classifications shall be increased by the following longevity premium schedule, based upon date of hire or appointment into the Police/Fire Communications Specialists' bargaining unit:

- (1) 2% Longevity Premium. From the start of the sixty-first (61<sup>st</sup>) full month to and including the one hundred twentieth (120<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).
- (2) 3% Longevity Premium. From the start of the one hundred twenty-first (121<sup>st</sup>) full month to and including the one hundred eightieth (180<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of three percent (3%).
- (3) 4% Longevity Premium. From the start of the one hundred eighty-first (181<sup>st</sup>) full month to and including the two hundred fortieth (240<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of four percent (4%).
- (4) 5% Longevity Premium. From the start of the two hundred forty-first (241<sup>st</sup>) full month to and including the three hundredth (300<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).
- (5) 6% Longevity Premium. From the start of the three hundred first (301<sup>st</sup>) full month and beyond of continuous employment, permanent employees shall be paid a longevity premium of six percent (6%).

(B) Educational Incentive. Base pay for Communications Specialists with six (6) months service shall be increased by the following educational incentive schedule.

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

(C) Out-of-Classification Pay. In the event an employee is required to assume duties and responsibilities out of his/her classification, he/she will be paid the first pay step of the next higher classification to commence immediately upon assumption of said duties, provided the assignment is for one-half (1/2) shift or more. Longevity credits shall not be applied when the highest classification falls outside of the bargaining unit.

(D) Standby. The Port agrees to minimize standby time and to compensate employees placed on off-duty standby status at fifty percent (50%) of straight-time rate of pay. Standby time shall be authorized by the Chief or his/her designee. Beginning and ending times for the standby period shall be established and communicated to the employee prior to placement on standby. If an employee is called back to work, the off-duty premium shall cease, and thereafter normal overtime rules shall apply.

(E) Call Back. In the event that short notice overtime (less than five (5) days' notice given), which has been specifically authorized by supervisory or command personnel, is not an extension at the beginning or end of a normal shift, the employee shall be paid for a minimum of four (4) hours at the overtime rate for the employee's classification or for the actual hours worked at the overtime rate if in excess of four (4) hours.

The call back minimum of four (4) hours overtime shall not apply when the overtime is approved at the request of the employee, even with less than five (5) days' notice.

However, in the event that overtime occurs telephonically, which has been specifically authorized by supervisory or command personnel, and is not an extension at the beginning or end of a normal shift, the employee shall be paid for a minimum of two (2) hours at the overtime rate for the employee's classification or for the actual hours worked at the overtime rate if in excess of two (2) hours.

(F) Court Appearances. For a Communication Specialist's service as a subpoenaed witness on a job related case. Before or after his/her regularly scheduled workday, an off-duty employee shall be compensated for three (3) hours at the time and one-half (1½) rate, or for the actual time spent for each court appearance at the time and one-half (1½) rate, whichever is greater. To verify time in excess of three (3) hours spent in court, an employee shall submit to the Port a time slip signed by an official of the court.

Exceptions to the above are:

- When a court appearance commences on an employee's scheduled shift and extends after shift completion, the employee shall be compensated at the overtime rate only for the actual time in court after his/her regular shift, plus thirty (30) minutes travel time at the overtime rate.
- An employee shall receive a minimum of four (4) hours pay at the overtime rate when required to appear in court on his/her regularly scheduled day off.
- Employees who are called in for court while on their vacation shall be placed on regular, straight-time, pay status and compensated for a full day's pay. In addition, they shall have the vacation day restored which was lost due to said appearance.



- III. PAY PERIODS. No deductions shall be made from pay checks without the written consent of the employee, except as provided by federal, state, or municipal law. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes. 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 straight-time 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 an employee being owed less than one hundred dollars (\$100.00) in gross straight-time pay, or if there is a payroll error resulting in an employee being owed any amount of overtime, the Port will include the pay correction on the employee's next regular pay check.
- IV. LATERAL ENTRY EMPLOYEES: At the Port's discretion, lateral entry employees may receive compensation based on the relationship between their verifiable years of public safety communications experience, i.e., police, fire, emergency medical dispatch, and/or call receiving, utilizing the "TENURE SINCE DATE OF HIRE" column of Appendix A (A1) of the current Collective Bargaining Agreement.

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

PREAMBLE

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local 117 Police/Fire Communications Specialists Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

The drug 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, employee shall mean entry level probationary employee.

- (A) Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- (B) Preconditions to Drug Testing: Before any entry level probationary employee may be tested for drugs, the Port must meet the following prerequisites.

- (1) Entry level probationary employees in the bargaining unit must be clearly informed of what drugs or substances are prohibited by the Port.
  - (2) The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  - (3) The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
- (C) The Department shall also have the discretion 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 a GC/MX test.
    - (b) A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

The exercise of this discretion by the Department shall be deemed a term and condition of such employee's period of entry level probation, and need not be supported by any showing of cause.

If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.

- (D) Testing Mechanisms: The following testing mechanisms shall be used for any drug tests performed on entry level probationary members of the Department:
- (1) It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such 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 a 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 gas chromatography/mass spectrometry (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 gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying 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, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will then be delivered to a testing laboratory that day or 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 (E) (7) and the Departmental Grievance Procedure.
- (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 (1) 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.

**MEMORANDUM OF AGREEMENT**

By and Between

**PORT OF SEATTLE**

And

**TEAMSTERS LOCAL UNION NO.117**

Affiliated With The

International Brotherhood of Teamsters

**REPRESENTING POLICE/FIRE COMMUNICATIONS SPECIALISTS**

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**Re: Retroactive Payment**

The Port of Seattle shall make payment of any retroactive pay owed, to either current or past members of the Bargaining Unit, within forty-five (45) days of the signing of the current Collective Bargaining Agreement.