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 International Brotherhood of Teamsters
 REPRESENTING BUS DRIVERS & Formatted: Font: Bodoni MT Black, 19 pt, Not All caps
 PARKING SERVICE REVENUE Formatted: Font: Bodoni MT Black, 19 pt, Not All caps,
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Term of Agreement Formatted: Font: Bodoni MT Black, 16 pt
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 May 31, 20222023 Formatted: Font: Bodoni MT Black, 16 pt
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AGREEMENT

ARTICLE 1 - PURPOSE OF AGREEMENT

Port of Seattle - EP Bus Drivers

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AGREEMENT

ARTICLE 1 - PURPOSE OF AGREEMENT

This Mutual Agreement has been entered into by the International Brotherhood of Teamsters, Formatted ...
Local Union No. 117 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter Formatted: Body Text, Indent: Left: 0.16", Right: 0.17"
referred to as the Port), collectively herein referred to as the Parties. The purpose of this
Agreement is the promotion of harmonious relations between the Port and the Union: the
establishment through collective bargaining the equitable and peaceful procedures for the
resolution of differences; and the establishment of rates of pay, hours of work, benefits, and
other terms and working conditions of employment.

ARTICLE 2 - UNION RECOGNITION Formatted ...

2.01 Formatted: Justified, Space Before: 13.85 pt

2.01 The Port recognizes the Union as the sole and exclusive bargaining Formatted: List Paragraph, Justified, Indent: First line: 0",
representative for the classification positions covered by this Collective Bargaining Agreement. Right: 0.18", Outline numbered + Level: 2 +
Numbering

Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

2.02 2.02 In accordance with RCW 41.56.037, the Union will be given 1.16", Left

thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days Formatted ...

of employment at a mutually agreeable time to discuss matters concerning the rights of Formatted: Body Text, Right: 0"
employees, responsibilities of the Union, and services available to the membership. A Formatted: List Paragraph, Justified, Indent: First line: 0",
BusinessUnion Representative, Shop Steward, and/or Local Union member will be responsible Right: 0.17", Outline numbered + Level: 2 +
Numbering

for the presentation. Only the new employee will be released from duty with pay. Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.21", Left +

1.21", Left

ARTICLE 3 – PAYROLL DEDUCTION Formatted ...

3.01 Formatted: Body Text, Left

3.01 The Port shall notify the Union as soon as possible of any deduction authorization Formatted ...

received by the Port. Upon receiving notice from the Union, the Port agrees to deduct from the Formatted ...

paycheck of each Union member or each non-member voluntary financial supporter covered Formatted: List Paragraph, Justified, Indent: First line:
0",

by this Agreement who has voluntarily so authorized it, the initiation fee, and regular monthly Right: 0.17", Space Before: 4.6 pt, Outline numbered +
dues, assessments or voluntary non-member financial supporter fee. Such authorization for Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +
Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

deductions may be made in writing, electronically or through recorded voice. The Port shall stops: 1.16", Left + 1.16", Left

transmit fees and dues to the Union once each month on behalf of the employees involved. If Formatted ...
a deduction error is identified, the error will be addressed as soon as practicable.

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3.02 3.02 The Port agrees to notify the Union of any new employees employed Formatted: List Paragraph, Justified, Indent: First line: 0",
in classifications covered by this Agreement within five (5) business days from date of hire. Right: 0.17", Space Before: 0.05 pt, Outline numbered +
Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

3.03 3.03 A Union member or voluntary financial supporter of the Union may stops: 1.16", Left + 1.16", Left

cancel their payroll deduction authorization in accordance with the terms of the Union's payroll Formatted: Body Text, Left

deduction authorization form by giving written notification to the Union. If the Union receives Formatted: List Paragraph, Justified, Indent: First line:
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such written notification, confirmation will promptly be sent to the Port by the Union when the Right: 0.17", Outline numbered + Level: 2 + Numbering
Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

terms of the employee's signed payroll deduction authorization form regarding cancellation at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

have been met. The Port will make an effort to end the automatic dues deduction effective 1.16", Left

the first pay period but no later than the second pay period after receipt of the written Formatted ...

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Port of Seattle - EP Bus Drivers

cancellation notice.

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Port of Seattle - EP Bus Drivers

3.04 The Union agrees to indemnify and hold harmless the Port for any actions taken Formatted ...

pursuant to this Article. The Union agrees to refund to the Port any amounts paid to it in error Formatted: List Paragraph, Justified, Indent: First line:
0",

upon presentation of proper evidence thereof. Right: 0.18", Space Before: 4.1 pt, Outline numbered +

Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

ARTICLE 4 - BULLETIN BOARDS AND ELECTRONIC MAIL stops: 1.16", Left + 1.16", Left

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Two (2) bulletin boards found to be mutually acceptable and in compliance with the needs of Formatted ...

limited use by the Union shall be provided by the Port. These bulletin boards shall be located Formatted: Body Text, Indent: Left: 0.16", Right: 0.18",

one each near or in bargaining unit employee break areas. It is understood and agreed that Space Before: 4.6 pt

the Union shall maintain the bulletin boards and that no material shall be posted which is Formatted ...

obscene, defamatory, endorses or opposes candidates for public office or which would impair

Port operations.

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Union Stewards may make limited use of the Port's telephones, FAX machines, copiers, and Formatted: Body Text, Indent: Left: 0.16", Right: 0.17"

similar equipment for purposes of contract administration in compliance with the Port's policies Formatted ...

governing use of public resources. In addition, Stewards and Union staff may use the Port's

electronic mail system for communications related to contract administration and sending

notices, provided they comply with the Port's policies governing electronic mail and internet use. In no circumstances shall use of the Port's equipment interfere with operations and/or service to the public.

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ARTICLE 5 - BUSINESSUNION REPRESENTATIVE ACCESS Formatted ...

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The Port agrees to allow reasonable access to Port facilities for business Formatted: Body Text, Indent: Left: 0.16", Right: 0.27", representativesUnion Representatives who have been properly authorized by the Union for Space Before: 4.6 pt contract administration purposes. Such access shall be permitted in a manner as not to Formatted ... interfere with the functions of the Department or the Port. This Article shall apply within the constraints of federal or state regulations and statutes.

ARTICLE 6 - PAY PERIODS Formatted ...

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All employees shall be paid biweekly, and in no case shall the Port hold back more than Formatted: Justified, Indent: Left: 0.16", Right: 0.27", fourteen (14) daysdays' pay. No deductions shall be made from paychecks without the Space Before: 4.6 pt written consent of the employee, except as provided by federal, state, or municipal law. If Formatted ... the Port makes a payroll error resulting in an employee being owed five-hundred dollars (\$500.00) or more 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 three (3) business days (for the purposes of this Article, business days shall be defined as Monday, Tuesday, Wednesday, Thursday, and Friday). If the Port makes a payroll error resulting in an employee being owed between one hundred dollars (\$100.00) and five hundred dollars (\$500.00) in gross straighttime pay, the Port shall make payment to the employee in the form of a separate check given to the employee within five (5) business days. If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross pay, the Port will include the pay correction on the employee's next regular pay check.

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Port of Seattle - EP Bus Drivers Formatted ...

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If an employee is overpaid in the amount of five hundred dollars (\$500.00) or more, the Formatted ... employee will pay back the Port in four (4) payments, taken out of the next four (4) paychecks. Formatted ... If the amount of overpayment is less than five hundred dollars (\$500.00), it will be taken in Formatted ... two (2) equal amounts out of the next two (2) paychecks. Formatted ...

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No claim by an employee of any discrepancy in pay shall be considered by the Union or the ... Port unless filed within thirty (30) days after receipt of the paycheck containing such Formatted ... discrepancy. The thirty (30) day limitation shall not apply, however, where the discrepancy Formatted ... arises from failure by the Port to authorize payment of a general automatic wage increase Formatted ... called for by this Agreement. Formatted ...

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

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ARTICLE 7 - UNIFORMS AND EQUIPMENT Formatted ...

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All uniforms or specified wearing apparel necessary in the performance of his/hertheir work ...

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shall be furnished, laundered, or cleaned by the Port at no cost to the employee. All wage ... personnel will be required to wear Port authorized uniforms. Formatted ...

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Upon ratification, all bus drivers shall be issued one (1) additional jacket in the same style as Formatted ... the jacket previously issued to the PSSR members. Formatted ...

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ARTICLE 8 – HOLIDAYS Formatted ...

8.01 Formatted ...

8.01 Employees shall receive twelve (12thirteen (13) paid holidays and designated Formatted ...

days of normal observance as indicated below: (Except as otherwise provided in Sections 8.02 Formatted ... and 8.03 below). Employees shall be eligible for personal holidays after completing the Formatted ... probationary period. Formatted ...

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HOLIDAY Holiday Normal Day of Observance

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New Year's Day January 1 ...

Presidents' Day Third Monday in February Formatted ...

Memorial Day Last Monday in May Formatted ...

Juneteenth Day to be designated by Port each year Formatted ...

Fourth of July July 4 Formatted ...

Labor Day First Monday in September Formatted ...

Veterans' Day November 11 Formatted Table ...

Thanksgiving Day Fourth Thursday in November Formatted ...

Christmas Day December 25 Formatted ...

Four (4) Personal Holidays Dates Selected by Employee Formatted ...

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Employees shall individually select personal holidays of their choice to be used each calendar

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year, January 1st through December 31st. Such personal holiday usage shall be subject to Port ...

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives Formatted ...

Collective Bargaining Agreement June 1, 2018 to May 31, 2022 Formatted ...

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Port of Seattle - EP Bus Drivers

management's approval in each case. Personal holidays must be used by December 31st of Formatted: Expanded by 2 pt each calendar year or will be lost. Requests for cancellation of approved personal holidays Formatted: Font: 8 pt, Not Superscript/ Subscript, Raised by

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can be made; however, to insure approval, personal holiday cancellation requests must be Formatted: Body Text, Indent: Left: 0.16", Right: 0.18", submitted prior to the biweekly bid process that includes the requested cancelled days. Space Before: 4.1 pt

Employees do not have a right to displace another employee from scheduled work due to personal holiday cancellation unless cancellation is the result of an unforeseen personal hardship. Unforeseen Holiday shifts will be offered in seniority order. Formatted ...

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Holiday pay for regular part time and unscheduled part time employees shall be prorated on Formatted: Body Text, Indent: Left: 0.16", Right: 0.18" an average daily work schedule per week, calculated over a five (5)-week period.

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8.02 8.02 Holiday pay for full-time regular employees shall be eight (8) hours at Formatted: List Paragraph, Justified, Indent: First line: 0", the employee's regular rate of pay. All full-time regular employees shall be paid for all holidays Right: 0.17", Outline numbered + Level: 2 + Numbering

Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

indicated in Section 8.01 above regardless upon which day of the week the holiday shall fall, at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left + except as provided in Section 8.03 below. Employees working on holidays shall receive one 1.16", Left

and one-half (1½) extra days pay which shall be added to their regular biweekly pay. Except Formatted ...

for personal holidays, holidays listed under Section 8.01 above shall be observed to coincide

with dates commonly observed by State authority in lieu of the above. Any such readjusted

schedule shall be established in December of each year for implementation in the following

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year. To be eligible for holiday pay, a full-time employee must have been on Port compensated

time during the thirty (30) calendar days preceding the holiday. Such qualifying compensated Formatted: List Paragraph, Justified, Indent: First line: 0",

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time shall be limited to time worked, paid vacation, paid sick leave, bereavement leave, or jury Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

duty. at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

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8.03 8.03 If a holiday falls on an employee's normal day off, the employee may ...

exercise the option of taking another day off within thirty (30) days; otherwise, holiday pay will Formatted: Body Text, Left

be paid. Formatted ...

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ARTICLE 9 - HEALTH AND WELFARE Formatted ...

9.01 Formatted: List Paragraph, Justified, Indent: First line: 0",

Right: 0.17", Space Before: 4.6 pt, Outline numbered +

9.01 Effective June 1, 20182022 (based on May hours), and each month thereafter Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

during the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

stops: 1.16", Left + 1.16", Left

the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for

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every employee covered by this Agreement who was compensated for eighty (80) hours or

more in the preceding month as follows. The preceding month shall be defined by an eligibility Formatted ...

date range that has been established as administratively appropriate by the Port and the Trust. Formatted: List Paragraph, Justified, Right: 0.17",

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Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:

a. a. Health & Welfare - Contribute the total sum of 0.66" + Indent at: 1.16", Tab stops: 1.16", Left \$1433.00 per month for continued benefits under "PLAN A" (price Formatted: Body Text, Left includes an additional \$18.00 for domestic partner coverage) with Time Loss "Plan Formatted ... A" (\$18.00), and Life Insurance "Plan A" (\$8.60). Formatted: List Paragraph, Justified, Right: 0.18", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16",

b. b. Dental - Contribute the sum of \$132\$122.70 per month for continued Tab stops: 1.16", Left benefits under the "PLAN A" (price includes an additional \$2.20 for domestic Formatted: Body Text, Left partner coverage). Formatted: Font: 10 pt
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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
Collective Bargaining Agreement June 1, 2018 to May 31, 2022
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Port of Seattle - EP Bus Drivers

c. c. Vision -Contribute the sum of \$17.30 per month for continued benefits under Formatted: Condensed by 0.1 pt the "EXTENDED BENEFITS" (price includes an additional \$0.20 for domestic Formatted: Character scale: 100%, Not Expanded by / partner coverage). Condensed by
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Tab stops: 1.16", Left
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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

Effective June 1, 2018May 31, 2023, each employee eligible for benefits in any month shall Formatted: Condensed by 0.05 pt contribute \$75one hundred fifteen dollars (\$115.00) toward the cost of the Health & Welfare Formatted: Body Text, Indent: Left: 0.16", Right: 0.18", monthly premium. Space Before: 4.1 pt
Effective the first day of the month following the execution of this agreement, each employee eligible

for benefits in any month shall contribute \$85.00 toward the cost of the Health & Welfare monthly premium.

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Effective June 1, 2020, each employee eligible for benefits in any month shall contribute \$100 .00

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toward the cost of the Health & Welfare monthly premium.

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The Union will assist the Port in acquiring information from the medical benefits trust to insure that the Port is in compliance with the ACA. At any time during the term of this agreement, if

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the benefits provided by Washington Teamsters Welfare Trust become subject to an excise penalty, the parties agree to meet and discuss the impact. In the event the Affordable Care Act's Multiemployer Safe Harbor rule sunsets, the parties agree to open this section with

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respect to reporting and eligibility.

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9.02 9.02 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

Formatted: List Paragraph, Justified, Indent: First line: 0", technology and treatment. If increases are necessary to maintain the current benefits or

Formatted: Body Text, Indent: Left: 0.16", Right: 0.17" eligibility, or benefits or eligibility as may be modified by the Trustees during the life of the

Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

Agreement, the Port shall pay such premium increases as determined by the Trustees. 1.16", Left

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9.03 9.03 The Port agrees to provide to each unscheduled part time employee a yearly calendar that shows the health and welfare eligibility date range for each month of the

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Numbering

year in January that includes January of the following year. Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

1.16", Left

9.04 9.04 Retirees' Welfare Trust. Effective June 1, 20182022, based on May hours, contribute the sum of \$94.85 per employee per month for continued benefits under the

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"RWT PLUS PLAN." Monthly premiums required by the welfare trust, to maintain retiree

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Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

Effective June 1, 20172022, based on May hours, the Port shall contribute the following for 1.16", Left

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reduce each member of the Bargaining Unit's wages by an amount equal to one half (1/2) of the monthly premium per member.

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Effective June 1, 2018 2022 \$94.85

Effective January 1, 2019 \$94.85 Formatted ...

Effective January 1, 2020 \$TBD Formatted: Body Text, Centered, Right: 0.01", Space

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Effective January 1, 2021 \$TBD

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives

Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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Port of Seattle - EP Bus Drivers

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ARTICLE 10 – PENSION Formatted: Body Text, Left, Space Before: 0.55 pt

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10.01 Western Conference of Teamsters Pension Trust Fund. Effective as designated below, the Employer shall pay the amounts stated below to the Western Conference of

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Teamsters Pension Trust Fund on account of each of its employees who perform the work listed under the classifications and wage section of this Agreement for every hour for which

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compensation is paid, said amounts to be computed monthly, provided that the maximum

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annual contribution shall be limited to 2,080 hours:

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(*Program for Enhanced Early Retirement) Formatted: Condensed by 0.25 pt
Basic *PEER/84 Total Formatted: Condensed by 0.3 pt
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6/1/18 \$2.78 \$0.18 \$2.96 Formatted: Condensed by 0.25 pt
Basic *PEER/84 Total Formatted: Condensed by 0.4 pt
Contribution Contribution Contribution
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Effective Rate Rate Rate Right: 0.17", Space Before: 4.6 pt, Outline numbered +
6/1/22 \$2.78 \$0.18 \$2.96 Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +
Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab
stops: 1.16", Left + 1.16", Left
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After: 0.4 pt

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

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The contributions required to provide the Program For Enhanced Early Retirement (PEER) will Formatted: Body Text, Space Before: 0.05 pt
not be taken into consideration for benefit accrual purposes under the Plan. The additional Formatted ...
contribution for the PEER/84 must at all times be 6.5% of the basic contribution and cannot be Formatted: Body Text, Justified, Indent: Left: 0.16",
Right:

decreased or discontinued at any time. 0.17", Space Before: 4.6 pt

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The contributions shall be due and payable to the area administrative office no later than twenty Formatted ...

(20) days after the end of each month. In the event the Employer fails to make the monetary Formatted ...

contribution in conformity with this Article of the Agreement, the Trustees shall be free to take Formatted: Body Text, Justified, Indent: Left: 0.16",
Right:

any action which is necessary to effect collections, and the Employer shall pay all costs of 0.18", Space Before: 0.05 pt
collections, including reasonable attorney fees.

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Vacation time will be considered as time worked for the purpose of the Employer contribution Formatted: Body Text, Left
referred to above. Formatted: Body Text, Justified, Indent: Left: 0.16", Right:

0.18"

10.02 PSRRs AND BUS DRIVERS - Pacific Coast Benefits Trust. Effective June 1, 2018, Formatted: Body Text, Left

the Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargainin g

unit with at least two (2) years of continuous service, an amount equal to one dollar (\$1.00) for eac h Formatted ...

hour for which compensation is paid to such employee. The total amount to be computed monthly. Formatted: List Paragraph, Justified, Indent: First
line: 0",

Right: 0.07", Outline numbered + Level: 2 + Numbering

10.02 Effective January 1, 2020Pacific Coast Benefits Trust. Effective June 1, 2022, the Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned
at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

Port shall pay into the Pacific Coast Benefits Trust, on account of each member of the bargaining 1.16", Left

unit with at least two (2) years of continuous service, an amount equal to one dollar and twenty- Formatted: Body Text, Indent: Left: 0.16", Right: 0.07"

five (\$1.25) for each hour for which compensation is paid to such employee. The total amount Formatted ...

to be computed monthly. Formatted: Font: Not Bold

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Effective January 1, 2021 the Port shall pay into the Pacific Coast Benefits Trust, on account of

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each member of the bargaining unit with at least two (2) years of continuous service, an amount ...

equal to one dollar and thirty-five cents (\$1.35) for each hour for which compensation is paid to Formatted: Justified

such employee. The total amount to be computed monthly. Formatted ...

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Right: 0.17", Space Before: 4.6 pt, Outline numbered +

ARTICLE 11 — VACATIONS Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

11.01 Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

stops: 1.16", Left + 1.16", Left

11.01 At any time after the successful completion of the probationary period, employees Formatted: Font: 11.5 pt

may request and use vacation leave of up to the number of hours accrued at the time of the Formatted: Body Text, Left, Space Before: 0.35 pt

desired vacation date. Vacation hours shall be accrued hourly based on straight time hours

Formatted

paid based on the following accrual rates: ...

Formatted ...

Five (5) daysTen (10) days' vacation during the first (1st) year of service (0.0192308 x 2080 Formatted: Body Text, Indent: Left: 0.66", Space

Before:

0.05 pt

annual hours = 5 days per year)

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Formatted: Body Text, Indent: Left: 0", Space Before: 0.3

Ten (10) days vacation during the second (2nd) through the fourth (4th) years of service pt

(0.038461 x 2080 annual hours = 10 days per year) Formatted: Font: 10 pt

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives

Collective Bargaining AgreementJune 1, 2018 to May 31, 2022

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Port of Seattle - EP Bus Drivers

Fifteen (15) daysdays' vacation during the fifth (5th) through the ninth (9th) years of Formatted ...

service (0.05769231 x 2080 annual hours =15 days per year) Formatted: Body Text, Indent: Left: 0.66"

Formatted: Body Text, Indent: Left: 0"

Twenty (20) daysdays' vacation during the tenth (10th) year of service through the Formatted ...

fifteenth (15th) years of service (0.0769231 x 2080 annual hours = 20 days per year)

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Multiple 0.98 li

Twenty-one (21) daysdays' vacation during the sixteenth (16th) year of service and Formatted: Font: 11.5 pt

beyond. (0.080693 x 2080 annual hours = 21 days per year). Formatted: Body Text, Indent: Left: 0", Space Before: 0.4

pt

Vacation pay shall be calculated on the basis of an employee's straight-time hourly wage. Formatted ...

Formatted: Body Text, Indent: Left: 0.66", Space Before:

11.02 11.02 When paid holidays, as outlined in Article 8 of this Agreement, 0.05 pt

fall within an employee's vacation period, employees shall receive holiday pay and will not have Formatted: Font: 11.5 pt, No underline, Font color:

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vacation deducted that day. Formatted: Body Text, Space Before: 0.55 pt

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11.03 Formatted: Body Text, Left, Indent: Left: 0.16"

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

11.03 Whereas the Port and the Union recognize the importance of employees utilizing Formatted ...
accrued vacation leave to promote and enhance their mental and physical well-being, Formatted ...
employees shall attempt to use vacation leave during the year in which it is earned. To that
end, an annual vacation bid process shall be conducted and additional vacation request
procedures are established as outlined in Article 19. Formatted: Font: Not Italic
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11.04 11.04 Employees are strongly urged to take vacation in the year Formatted ...
following the eligibility date when it was earned. No more than two hundred forty (240) hours Formatted ...
of vacation may be carried over at any time.
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11.05 11.05 Employees must use all accrued vacation and sick leave prior Formatted ...
to using leave without pay. Leave without pay must be approved by management in advance. Formatted ...
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11.06 11.06 When an employee terminates following the six (6) month
Formatted
probationary period, the Port shall pay 100% of any accrued vacation. ...
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11.07 11.07 Requests for cancellation of approved vacation can be made; Formatted ...
however, to insure approval, vacation cancellation requests must be submitted prior to the Formatted ...
biweekly bid process that includes the requested cancelled days. Unscheduled part time Formatted ...
employees shall not be involuntarily displaced from scheduled work due to vacation cancellation
of regular employees, except in cases of emergency. Emergencies may include an employee's Formatted: Body Text, Left
or family member's illness, injury, or death. Formatted ...
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ARTICLE 12 - SICK LEAVE Formatted ...

12.01 Formatted ...

12.01 Employees shall accrue sick leave at the rate of .025 per hour compensated. Formatted: Body Text
Formatted ...

Sick Leave will accrue in two banks. Formatted: Body Text, Indent: Left: 0.16"
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Bank 1) Protected Sick Leave. .025 per hour worked will accrue as Formatted ...
Washington Protected Sick Leave. Employees may utilize this leave in accordance with Formatted ...
the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Formatted: Body Text
Employee's Employees shall be notified on each paystub of the amount of Protected
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Sick Leave they are entitled to use for authorized purposes as defined by the law
(Appendix B). . Employees shall be entitled to carry over up to a maximum of forty (40) Formatted ...
hours of accumulated Protected Sick Leave into the following calendar year. Formatted: Font: 11.5 pt
Formatted: Body Text, Space Before: 0.35 pt

Bank 2) Paid Sick Leave. .025 will accrue as Paid Sick Leave per hour Formatted ...
compensated, but not worked. Formatted: Body Text, Indent: Left: 0.16", Right: 0.17"
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On January 1st of every calendar year Protected Sick Leave in excess of forty (40) hours will Formatted ...
be transferred to bank 2. Formatted: Body Text, Indent: Left: 0.16"
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Probationary employees shall accrue Paid Sick Leave but may not use sick leave from bank 2
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Port of Seattle - EP Bus Drivers

until they have successfully completed probation.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

Accruals in bank 2 will be computed, up to a maximum accumulation of sixty (60) days of Formatted: Body Text, Justified, Indent: Left: 0.16", Right: unused Paid Sick Leave, subject to the limitations listed below. There is no limit on the amount 0.17", Space Before: 4.1 pt of Protected Sick Leave that may be accrued in a calendar year. Formatted ...

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12.02 12.02 Paid Sick Leave shall be used only in instances of bona fide Formatted ...

employee illness or injury (or others as required by law) resulting in absence from work as Formatted: List Paragraph, Justified, Indent: Left: 0.16", normally scheduled and shall not be converted to any other benefit or lump sum payment upon First line: 0", Right: 0.17", Outline numbered + Level: 2 +

termination except as provided in 12.05 below. Numbering Style: 01, 02, 03, ... + Start at: 1 + Alignment:

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1.16", Left + 1.16", Left

12.03 12.03 Paid Sick Leave and Protected Sick Leave shall be at the Formatted: Body Text, Left

employee's regular rate. Foreseen Paid Sick Leave of one (1) week or more for unscheduled Formatted: List Paragraph, Justified, Indent: Left: 0.16", part time employees shall be charged based on their hours compensated during the preceding First line: 0", Right: 0.18", Outline numbered + Level: 2 +

five (5) week period. Numbering Style: 01, 02, 03, ... + Start at: 1 + Alignment:

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1.16", Left + 1.16", Left

12.04 12.04 A physician's statement may be required after the employee is Formatted ...

off work for more than three (3) consecutive working days, was previously denied vacation Formatted: Body Text, Left, Space Before: 0.05 pt leave for the same period of time, or an established pattern of absences exists (in this instance Formatted ...

the Employer must have previously had a counseling session with the employee and given the Formatted: List Paragraph, Justified, Indent: Left: 0.16",

employee an opportunity to explain the alleged pattern, and inform the employee of the need First line: 0", Right: 0.17", Outline numbered + Level: 2 +

for a physician statement at the time of the sick call). Numbering Style: 01, 02, 03, ... + Start at: 1 + Alignment:

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1.16", Left + 1.16", Left

12.05 12.05 After completion of five (5) years continuous service, an Formatted: Body Text, Left

employee who terminates shall receive payment for fifty percent (50%) of his/hertheir Formatted ...

accumulated Paid Sick Leave, not to exceed fifty percent (50%%) of sixty (60) days.

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12.06 12.06 Paid Sick Leave is not available for medical or dental

appointments; however, Protected Sick Leave may be utilized pursuant to RCW 49.46.210. Formatted ...

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12.07 Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program outlined in HR-5. The Port of Seattle's Shared Leave Program shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Shared Leave to the Union.

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ARTICLE 13 – OTHER LEAVE

13.01 Paid Parental Leave. The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be provided to the bargaining unit members as outlined in Port policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advanced written notice.

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13.02 Paid Family Leave. 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 the Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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Port of Seattle - EP Bus Drivers

any other provision of this Agreement or to negotiation by the Union. However, the Port agrees, that for the term of this agreement, the Port shall make contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

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ARTICLE 14 - WORKERS COMPENSATION AND WORKPLACE ACCOMMODATION Formatted: Body Text, Left, Space Before: 0.05 pt

14.01 Formatted ...

14.01 Supplemental Pay. At the employee's discretion, an employee may use sick Formatted: Space Before: 4.6 pt

leave during approved workers compensation time-loss periods. Sick leave supplements will Formatted: Font: 12 pt

be paid in amounts sufficient to bring the total pay up to the normal bi-weekly rate. When sick Formatted ...

leave is exhausted, vacation leave may be paid in the same proportion as described for sick Formatted: List Paragraph, Justified, Indent: First line: 0",

leave to bring total pay up to the normal bi-weekly rate. Right: 0.27", Space Before: 4.6 pt, Outline numbered +

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14.02 14.02 Disability Case Management. The Port of Seattle will provide stops: 1.16", Left + 1.16", Left

all employees with reasonable accommodation and return-to-work assistance as determined Formatted: Body Text, Tab stops: Not at 0.8"

on a case-by- case basis. Appropriate Port of Seattle personnel will work with the employee Formatted ...

to comply with any and all legal requirements and insurance policies. Such legal requirements Formatted: List Paragraph, Justified, Indent: First line: 0",

and insurance policies may include the Americans with Disabilities Act (ADA), the Family and Right: 0.27", Space Before: 0.05 pt, Outline numbered +

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Medical Leave Act (FMLA), the Family Care Act (FCA), workers compensation and long term Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

disability insurance. stops: 1.16", Left + 1.16", Left

14.03 14.03 Declining Light Duty. In the event a light duty assignment is Formatted: List Paragraph, Justified, Indent: First line: 0",

offered by the Port and the employee chooses not to accept such assignment, as provided by Right: 0.27", Outline numbered + Level: 2 +

Numbering

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law, the employee will not be eligible to receive time-loss compensation. Employees are not at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

required to accept any assignment that would exceed the restrictions set by their attending 1.16", Left

physician(s) of record. Formatted ...

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ARTICLE 15 - BEREAVEMENT LEAVE Formatted: Body Text, Left

15.01 Formatted ...

15.01 An employee who suffers a death in his/hertheir immediate family shall be eligible Formatted: Font: 12 pt

for five (5) days bereavement leave, which shall be granted by the Port subject to the following Formatted ...

conditions: Formatted ...

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a. The Port shall pay compensation at the employee's regular rate of pay for three

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a. (3) of the five (5) days. The two (2) days for which the Port is not ...

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compensating can, with the employee's permission, be paid through use of ...

vacation or personal holidays, except when those days fall on the employee's Formatted ...

normal days off. When the two (2) uncompensated days fall on the employee's Formatted: Body Text, Space Before: 0.05 pt

normal days off, that employee shall not be paid for those two (2) days. Formatted: Font: 12 pt

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b. The employee attends the funeral, wake, memorial service, or provides official ...

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documentation.

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c. Immediate family shall be defined as wife, husband, daughter, son, mother, Formatted: Font: 12 pt

father, sister, brother, aunt, uncle, mother-in-law, father-in-law, son-in-law, Formatted ...

daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step- Formatted ...

parents, step-siblings, step-children, and spouse's grandparents, aunt, uncle. Formatted: Font: 10 pt

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Port of Seattle - EP Bus Drivers

Immediate family shall also include domestic partners and their respective Formatted: Font: 12 pt

relatives listed above.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.

The employee may be allowed up to an additional two (2) days of paid leave in consideration of the distance to the funeral or to the extent of the employee's involvement with arrangements for the deceased.

Paid bereavement leave for regular part time and unscheduled part time shall be pro-rated based on the average daily work schedule per week calculated over a five (5)-week period.

ARTICLE 16 - JURY DUTY AND COURT TIME

16.01 After thirty (30) days of continuous employment, an employee covered by this Agreement who shall be summoned for jury duty shall, upon submission of proper evidence, be paid his/her regular rate of pay for the actual hours lost (but not to exceed eight (8) hours per day or forty (40) hours per week), less any compensation stops he/she received as a juror. If an employee is released from jury duty and has at least four (4) hours of his/her shift remaining, he/she shall immediately report back to work for the remainder of the shift.

16.02 An employee who is called upon by the Port to serve as a witness in a court case or arbitration involving the Port of Seattle shall be paid his/her regular rate of pay while performing such witness service during his/her normal shift schedule. An employee performing such witness service outside of his/her normal work schedule shall be paid for a minimum of three (3) hours at the overtime rate for each court appearance required. Time required in court for such witness service in excess of three (3) hours shall also be compensated for at the overtime rate. 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.

16.03 Any fees received from the court by an employee who is required witness in a Port-related court appearance shall be turned over to the Port. The Port shall reimburse an employee for mileage paid by the court when such employee is a witness in a Port-related court case.

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17.01 Regular Full Time. Eight (8) hours shall constitute a workday and five (5) full Formatted ...
eight (8) hour days shall constitute a workweek. For payroll purposes the workweek is defined Formatted: List Paragraph, Justified, Indent: First line:
0",
as Sunday through Saturday. For PSRR the eight (8) hour day shall be worked within an eight Right: 0.17", Space Before: 4.6 pt, Outline numbered
+
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and one half (8.5) hour period in each of the five (5) days. For bus drivers theThe eight (8) Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab
hour day shall be worked within an (8) hour period in each of the five (5) days. Regular full time stops: 1.16", Left + 1.16", Left
work schedule will include two (2) consecutive days off. Formatted: Body Text, Left, Space Before: 0.05 pt
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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
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Port of Seattle - EP Bus Drivers

17.02 17.02 Regular Part Time. A work day shall consist of one or more Formatted: Expanded by 2 pt
work shifts totaling no more than eight (8) hours (exclusive of unpaid meal periods for PSRR). Formatted: List Paragraph, Justified, Indent: First line:
0",
. Regular part time work schedules shall be twenty (20) to thirty- six (36) hours per week and Right: 0.17", Outline numbered + Level: 2 + Numbering
Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned
will include two (2) consecutive days off. Part time schedules of less than five (5) days may at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +
not have all work days scheduled consecutively. Example: Work shifts on Sunday, Monday, 1.16", Left
Thursday and Friday; Days off Tuesday, Wednesday, Saturday. Formatted: Expanded by 2 pt
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17.03 Formatted: Expanded by 2 pt
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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

17.03 Unscheduled Part Time Employees. Unscheduled part time employees are Formatted ...
employees who do not have a regular full time or regular part time schedule and have no Formatted: List Paragraph, Justified, Indent: First line: 0",
guarantee of hours. Unscheduled part time employees are employees who bid on variable Right: 0.17", Space Before: 4.6 pt, Outline numbered +
Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +
work week schedules during the biweekly bid process and are offered additional hours of work Alignment: Left + Aligned at: -0.84" + Indent at: 0.16",
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by seniority according to the procedures set forth in Article 1519, below. stops: 1.16", Left + 1.16", Left
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17.04 17.04 Variable Weekly Work Schedule Definition. Variable weekly Formatted ...
work schedules are work schedules comprised of hours of coverage needed in excess of those Formatted: List Paragraph, Justified, Indent: First
line: 0",
covered by regular full time and regular part time schedules and include coverage, as needed, Right: 0.17", Space Before: 0.05 pt, Outline numbered

+
in the absence of employees with regular full and regular part time schedules. Variable weekly Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1
+
Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab
work schedules may consist of one or more daily work shifts totaling no more than eight (8) stops: 1.16", Left + 1.16", Left
hours (exclusive of unpaid meal periods for PSRR) and must include one day off in each work
week. Variable weekly work schedules are assigned using the processes outlined in Section
19.03, below.
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17.05 17.05 Relief Periods Formatted ...
Formatted: List Paragraph, Justified, Indent: Left: 0.16",
a. PSRRs. A thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid Outline numbered + Level: 2 + Numbering Style: 01, 02, 03,
... + Start at: 1 + Alignment: Left + Aligned at: -0.84" +
rest periods are established for each eight and one-half (8-1/2) hour shift. If a PSRR Indent at: 0.16", Tab stops: 1.16", Left + 1.16", Left
does not get a break during a shift, the PSRR shall be paid at the overtime rate for r Formatted: Font: Not Bold
missing the break.

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The scheduling of such meal period and rest periods for an individual PSRR shall be
as follows: The fifteen (15) minute breaks shall be scheduled approximately midpoint
of each half (1/2) shift and the meal period shall start no earlier than three (3) hours
nor later than the beginning of the fifth (5th) hour from the start of the shift.
A PSRR who is anticipated to, or works more than three (3) hours beyond their
normally scheduled quitting time shall have a one-half (1/2) hour unpaid meal period Formatted: Body Text, Left
either between shifts or during their shift extension, or one-half (1/2) hour of additional Formatted: Font: 12 pt
pay at the overtime rate if not afforded the meal period. Formatted ...

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b.a. BUS DRIVERS. Meal and rest periods may be combined to provide a forty-five numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at:
(45) minute or a one (1) hour PAID meal period for each five (5) to eight (8) hour 1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16",
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shift. No other scheduled or relieved breaks are provided.

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Drivers working less than eight (8) hours shall be eligible for the thirty (30) minute Formatted ...
meal period and one 15 rest period for shifts between five (5) and seven (7) hours. Formatted ...
Drivers working a shift in excess of seven (7) hours shall be entitled to the thirty Formatted: Body Text, Justified, Indent: Left: 1.16", Right:
(30) minute meal period and two (2) fifteen (15) minute rest periods. Drivers 0.17", Space Before: 0.05 pt
working less than five (5) hours shall receive one fifteen (15) minute rest period. Formatted: Font: 10 pt
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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
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Port of Seattle - EP Bus Drivers Formatted ...
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The scheduling of such meal period for individual bus drivers shall be at the Formatted ...
discretion of the Port based on appropriate manpower utilization and Formatted ...
accommodating to the flow of traffic during each shift. However, the meal period Formatted ...
shall start no earlier than three (3) hours or later than the beginning of the fifth Formatted ...
(5th) hour from the start of the shift. Formatted ...

Formatted ...
A bus driver who works through the lunch break shall be paid one-half (1/2) hour Formatted ...
of overtime.
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A bus driver who is anticipated to, or works more than three (3) hours beyond ...
his/her their normally scheduled quitting time shall have a one-half (1/2) hour meal Formatted ...
period either between shifts or during his/her their shift extension, or one-half (1/2) Formatted ...
hour of additional pay at the overtime rate if not afforded the meal period. Formatted ...
Formatted ...

c. ALL BARGAINING UNIT EMPLOYEES. During overtime hours, employees Formatted ...

shall be entitled to the same meal periods and/or rest periods that the employee Formatted ...
they are covering would have had. Formatted ...

Formatted ...

During overtime hours when an employee is working a special assignment, Formatted ...
breaks and meal periods will be provided as practicable.

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Employees may be required to report to work or work extended hours in Formatted: Body Text, Left, Space Before: 0.05 pt
emergency conditions. Employees required to stay overnight or between shifts Formatted: Body Text, Justified, Indent: Left: 1.16", Right:
will be provided reasonable accommodations and subsistence. 0.17", Space Before: 4.6 pt

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17.06 17.06 Overtime. Time worked in excess of eight (8) hours in any Formatted: Body Text, Left
twenty-four (24) hour period shall be considered overtime and shall be paid for at the rate of Formatted ...

one and one-half (1.5) times the employee's regular rate of pay; unless such period of work is
as a result of the employee's following shift beginning within the twenty-four (24) hour period;
and the employee has had ten (10) hours off before returning to work, in which case the time
will be considered straight-time. Employees may voluntarily work a shift with at least eight (8)

Formatted: Body Text, Indent: Left: 0.16", Right: 0.17",

but less than ten Space Before: 0.05 pt

(10) hours off on the first day of the bi-weekly bid without triggering overtime under this Formatted: Condensed by 0.1 pt
provision. Formatted: Body Text, Left

Formatted: Body Text, Indent: Left: 0.16", Right: 0.17"

Time compensated in excess of forty (40) straight-time hours in any one (1) employee's

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workweek shall be considered overtime and shall be paid for at the rate of one and one-half

(1.5) times the employee's regular rate of pay. Formatted: Body Text, Indent: Left: 0.16", Right: 0.17"

Formatted ...

Overtime shall be paid on one basis only, and there shall be no compounding or pyramiding of Formatted: Font color: Auto
overtime. The overtime rate shall be calculated based upon an employee's shift differential, if Formatted: Body Text
applicable, as provided in Article 20 (c). b). On no occasion shall the Port offer time off in lieu Formatted ...

of overtime. Formatted: Font: 8 pt

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ARTICLE 18 - CALL BACK Formatted ...

Formatted: Body Text, Indent: Left: 0.16", Right: 0.18",

When an employee is called back the same day, after the completion of a day's work, and after Space Before: 4.6 pt

leaving the Employer's premises, a minimum of four (4) hours shall be paid at the applicable Formatted: Font color: Auto rate of pay. Employees who are called back for failure to complete in a satisfactory manner Formatted: Body Text work which has been assigned shall not be eligible for the four (4) hours' minimum pay provided Formatted ... by this Article.

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ARTICLE 19 - SCHEDULE AND VACATION BIDDING ...

19.01 Formatted: Body Text, Left, Space Before: 0.05 pt, After: 0 pt, Line spacing: single

19.01 Annual Work Schedule and Vacation Bid for Regular Full Time, Regular Part Formatted: List Paragraph, Justified, Right: 0.18", Space Time, and Unscheduled Part Time employees. Regular full time and regular part time work After: 0 pt, Add space between paragraphs of the same style,

Line spacing: single, Outline numbered + Level: 3 +

schedules shall be bid once per calendar year in order of seniority by the following procedure. Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +

Regular part time bid lines shall only be created by mutual agreement of the parties. Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left Formatted: Expanded by 2 pt

1. Available work schedules shall be posted and distributed to employees at least Formatted: Condensed by 0.1 pt one week prior to the start of the bid process. The bid process shall begin by Formatted ... November 5 of each year with a bid preference sheet and seniority list. Formatted ...

Formatted: Font: 10 pt

2. Each employee will bid their preferred schedule by seniority. Each employee shall

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bid their shift and vacation at the same time. Formatted: Font color: Auto

22

Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

3. The bid work schedules will be posted and distributed to staff no later than 48 Formatted: List Paragraph, Justified, Right: 0.18", Space hours after the bid is completed. A copy of the schedule will also be sent to the Before: 4.1 pt, After: 0 pt, Add space between paragraphs of the same style, Line spacing: single, Outline numbered +

Union. The vacation calendar will be posted in the Toll Plaza and the initial Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 +

vacation bid will be also posted at Shelter 1. Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left

4. New schedules will start the first day of the first bi-weekly bid of the New Year. Formatted ...

Formatted ...

More frequent schedule revisions may be necessary due to operational changes. If schedules Formatted: List Paragraph, Indent: Hanging: 0.5", Space

After: 0 pt, Add space between paragraphs of the same style,

require revisions of greater than fifteen (15) minutes to the start and or quit time, the Port and Line spacing: single, Outline numbered + Level: 3 + the Union will meet in good faith to arrive at an alternative schedule. Such changes will require Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +

the Union's agreement, to the extent required by law. Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left + 1.16", Left

19.02 Formatted ...

19.02 Vacation Bidding.

Formatted: Body Text, Indent: Left: 0.16", Right: 0.18",

Space After: 0 pt, Line spacing: single

1. Employees will have from 0000 to 2400 on their assigned bid day to select their Formatted: Condensed by 0.1 pt

shift and vacation time. Formatted: Font: 7.5 pt, Not Strikethrough

Formatted: Body Text, Left, Space Before: 0.55 pt, After: 0

2. If an employee is unavailable during the bid process, he/shethey will leave a list pt, Line spacing: single

of preferred shifts and daysdays' vacation dates in a locked proxy box prior to Formatted: List Paragraph, Justified, Right: 0.18", Space

their assigned bid day. Note: The number of preferences must equal the seniority Before: 4.6 pt, After: 0 pt, Add space between paragraphs of

of the employee. the same style, Line spacing: single, Outline numbered +

Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 +

Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", Tab

Three (3) vacation slots per day will be made available per classification during the annual stops: 1.16", Left

vacation bid process, limited to a maximum two (2) off on any shift. Additional requests for Formatted: Not Strikethrough

vacation leave from all bargaining unit members will be first come/first serve and approved Formatted: List Paragraph, Justified, Right: 0.17", Space

consistent with operational staffing needs. In general, requests for use of vacation leave shall After: 0 pt, Add space between paragraphs of the

same style,

Line spacing: single, Outline numbered + Level: 3 +

be granted, when the request is made prior to the initial posting of the biweekly bid process for Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment:

Left +

the dates requested, provided there is adequate coverage available. Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left

Formatted ...

Requests to cancel approved vacation shall be considered based on operational impact. To Formatted: Body Text, Left, Space After: 0 pt, Add space

insure approval, vacation cancellation requests must be submitted prior to the biweekly bid between paragraphs of the same style, Line spacing:

single

process that includes the requested cancelled days. Employees do not have a right to displace Formatted: Body Text, Indent: Left: 0.16", Right:

0.17",

Space After: 0 pt, Line spacing: single

another employee from scheduled work due to vacation cancellation unless cancellation is the

Formatted

result of an unforeseen personal hardship. Employees released to return to work from medial ...

leave may displace employees from scheduled work. Formatted ...

19.03 Formatted: Body Text, Indent: Left: 0.16", Right: 0.18",

Space After: 0 pt, Line spacing: single

19.03 Biweekly Foreseen Schedule Bid.

Formatted

A. ...

Formatted ...

A. Two Week Biweekly Bid Schedules. Two (2) week schedules will be configured Formatted ...

by management as follows: Formatted ...

1.

1. When back fill is needed for a forty (40) hour weekly work schedule of an Formatted ...

employee on leave, such schedule shall be an available schedule for bid Formatted: Font: 10 pt

and shall not be broken up. Weekly 40-hour bid vacation assignments Formatted: Body Text, Line spacing: Multiple 0.06 li

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shall be offered to unscheduled part time employees in order of seniority, Formatted: Condensed by 0.1 pt

in lieu of rotation. It is agreed that when 40-hour bid vacation assignments Formatted: Condensed by 0.05 pt

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

offered under this Section are back-to-back, requiring two (2) periods of Formatted: Body Text, Indent: Left: 1.66", Right: 0.17", work without a day off, the first day of the second 40-hour period will be Space Before: 4.1 pt, After: 0 pt, Line spacing: single assigned to another employee.

2. Formatted: Font color: Auto

2. Individual work shifts, to be filled, will be configured into two (2) week Formatted: List Paragraph, Justified, Right: 0.17", Space After: 0 pt, Line spacing: single, Numbered + Level: 2 + schedules; first, with weekly schedules of thirty-two (32) - forty (40) hours Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + that include at least one day off; then by combining the remaining shifts Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66", Left while maintaining the "ten -hour rule". Formatted ...

3. Formatted ...

3. Where possible shift rotation will be minimized. Formatted: List Paragraph, Justified, Indent: Hanging: 0.5",

B. Space After: 0 pt, Line spacing: single, Numbered + Level: 2

B. The Bid Process (Foreseen). To fill foreseen staffing needs a biweekly + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66",

schedule bid will be conducted for variable weekly work schedules as follows: Left

1. Formatted ...

1. Regular part time employees will be offered additional hours, up to forty Formatted: List Paragraph, Right: 0.18", Space After: 0 pt, (40) hours per week, prior to those hours being made available to Line spacing: single, Numbered + Level: 1 + Numbering

Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at:

unscheduled part time employees through the biweekly bid process. The 0.66" + Indent at: 1.16", Tab stops: 1.16", Left + 1.16", additional hours offered will not include forty (40) hour blocks described in Left + 3.66", Left

Article 1719.03 A (1) above. Formatted ...

2. Formatted: Body Text, Indent: Left: 1.66", Right: 0.17",

2. On a biweekly basis, two (2) week schedules, configured according to Space After: 0 pt, Line spacing: single

Article 1719.03 (A) above, with a preference bid sheet will be posted and Formatted ...

distributed to employees. Formatted: List Paragraph, Justified, Right: 0.18", Space

3. After: 0 pt, Line spacing: single, Numbered + Level: 2 +

Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +

3. The two (2) week bid schedules and bid sheets shall be posted and Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66", Left distributed every two (2) weeks on a Saturday no later than 5:00 pm. The Formatted: List Paragraph, Justified, Right: 0.17", Space

day and time will be set annually by the Employer and communicated to After: 0 pt, Line spacing: single, Numbered + Level: 2 +

employees. A change to the set day and time must be communicated to Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +

Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66", Left

the Union thirty (30) days in advance unless and emergency situation Formatted ...

occurs such as the responsible supervisor is on unscheduled leave.

Formatted

4. ...

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4. The available two (2) week bid schedules will be posted and distributed for Before: 0.05 pt, After: 0 pt, Line spacing: single, Numbered bid via email, employee bulletin boards in the Toll Plaza command center + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + and the Shelter 1 driver area, and electric media as available (e.g., Alignment: Left + Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66", Left

SharePoint).

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5. ...

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5. The designated day for posting shall be three (3) days prior to the bid day. Space After: 0 pt, Line spacing: single, Numbered + Level: 2

6. + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left

6. Bidding shall be by seniority and each employee shall have a designated + Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66", Left

bid appointment time of fifteen (15) minutes with the scheduler/supervisor Formatted ...

on every other Wednesday following the Saturday posting.

Formatted

7. ...

7. Employees may submit a bid preference sheet prior to bid day in lieu of Formatted ...

bidding in person or by phone on bid day. Formatted: Font: 10 pt

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Port of Seattle - EP Bus Drivers

8.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

8. It is the employee's responsibility to contact the scheduler/supervisor Formatted: List Paragraph, Justified, Right: 0.18", Space during the designated fifteen (15) minute time slot to bid on a preferred Before: 4.1 pt, After: 0 pt, Line spacing: single, Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 +

two (2) week work schedule. Alignment: Left + Aligned at: 1.16" + Indent at: 1.66", Tab

9. stops: 1.66", Left

9. If an employee fails to submit their bid preference sheet prior to bid day or Formatted ...

fails to make contact during the designated time they may lose their Formatted: List Paragraph, Justified, Right: 0.18", Space

seniority preference for that biweekly schedule bid process. A late caller After: 0 pt, Line spacing: single, Numbered + Level: 2 +

Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +

can choose among schedules available at the time of the late call. Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66", Left

10.

10. Employees can choose to "drop to the bottom" by stating so at their bid Formatted: List Paragraph, Justified, Right: 0.17", Space time, declining to submit a bid or choosing not to call in on the bid day. After: 0 pt, Line spacing: single, Numbered + Level: 2 +

Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +

Unfilled schedules will be assigned in reverse seniority order including Aligned at: 1.16" + Indent at: 1.66", Tab stops: 1.66", Left those employees who have "dropped to the bottom".

11.
11. The final schedules will be posted no later than 4:00 pm Thursdays for two Formatted ...
(2) week schedule starting the following Sunday. Formatted ...
19.04 Formatted: Body Text, Left, Indent: Left: 1.66", Space
19.04 Scheduling Unforeseen Hours. When additional hours not included in the After: 0 pt, Line spacing: single
biweekly bid process become available, those additional hours will be offered on a seniority Formatted ...
basis to regular part time and unscheduled part time employees who do not have forty (40)
hours per week scheduled. Those employees will have the option to bypass available hours Formatted: Body Text, Left, Space After: 0 pt, Line
spacing:
when offered if there is a lower seniority employee available to take the offered hours and that single
employee will not go into overtime or violate the ten (10) hour rule. As a last resort, Formatted: Body Text, Indent: Left: 0.16", Right: 0.17",
management reserves the right to assign hours in reverse seniority order on a mandatory basis Space After: 0 pt, Line spacing: single
to unscheduled part time employees. When none are available overtime will be offered to Formatted: Expanded by 2 pt
regular full -time employees in seniority order. Formatted ...
Formatted: Body Text, Indent: Left: 0.16", Right: 0.18",
In addition to the option of bypassing work to less senior, unscheduled part time employees Space After: 0 pt, Line spacing: single
may decline work offered three (3) times per quarter. When an employee declines work that Formatted: Expanded by 2 pt
employee shall not be required to accept a new shift of work for twenty-four (24) hours from Formatted: List Paragraph, Justified, Indent: First line:
0",
Right: 0.18", Space After: 0 pt, Line spacing: single, Outline
the start of the offered shift. numbered + Level: 2 + Numbering Style: 01, 02, 03, ... +
Start at: 1 + Alignment: Left + Aligned at: -0.84" + Indent at:
Declining work a fourth (4th) time in a quarter will result in a written warning and further incidents 0.16", Tab stops: 1.16", Left + 1.16", Left
of declining work shall be subjected to further progressive discipline consistent with Article 23. Formatted ...
19.05 Formatted: List Paragraph, Justified, Indent: First line: 0",
Right: 0.18", Space After: 0 pt, Line spacing: single, Outline
19.05 Scheduling Overtime. Management shall offer overtime to the most senior numbered + Level: 2 + Numbering Style: 01, 02, 03, ... +
employee consistent with the overtime provisions in 17.06. Start at: 1 + Alignment: Left + Aligned at: -0.84" + Indent at:
19.06 0.16", Tab stops: 1.16", Left + 1.16", Left
19.06 Trading Days Off. When an employee wishes to trade work shifts and/or days Formatted ...
off with another employee, such trading of work shifts and/or days off shall be subject to Formatted: List Paragraph, Right: 0.18", Space After: 0 pt,
Line spacing: single, Numbered + Level: 1 + Numbering
management approval and to the following controls and conditions: Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:
a. 0.66" + Indent at: 1.16", Tab stops: 1.16", Left + 1.16",
a. A trade must involve an exchange of work shift and/or days off between two (2) Left
employees that does not result in overtime or a violation of the ten (10) hour rule. Formatted: Font: 10 pt
Formatted: Body Text, Line spacing: Multiple 0.06 li
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Port of Seattle - EP Bus Drivers

b.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

b. When a "trade" involving days off occurs, paychecks may fluctuate to reflect Formatted: List Paragraph, Justified, Right: 0.17", Space actual hours worked. Management may deny any trade that results in payment Before: 4.1 pt, After: 0 pt, Line spacing: single, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 +

of any applicable overtime rate-of-pay for any party involved in the trade. In each Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", Tab case, days off must be taken within two (2) weeks of when a "trade" occurs. stops: 1.16", Left

c. Formatted ...

c. Employees must give management notice in writing of a requested trade at least Formatted ...

twenty-four (24) hours in advance of the proposed trade dates. Formatted: List Paragraph, Justified, Right: 0.17", Space

19.07 After: 0 pt, Line spacing: single, Numbered + Level: 1 +

Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left +

19.07 Labor/Management Review. The Parties may agree to meet from time-to-time Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left to discuss issues that may arise concerning the scheduling procedures. Formatted ...

Formatted: List Paragraph, Indent: First line: 0", Right:

ARTICLE 20 - CLASSIFICATIONS AND RATES OF PAY 0.17", Space After: 0 pt, Line spacing: single, Outline

numbered + Level: 2 + Numbering Style: 01, 02, 03, ... +

Effective June 1, (a) Years of Service Rate Start at: 1 + Alignment: Left + Aligned at: -0.84" + Indent at:

0.16", Tab stops: 1.16", Left + 1.16", Left

PSRR

Entry \$18.49 Formatted: Body Text, Space Before: 0.05 pt

After 1 year \$18.77 Formatted ...

After 2 years \$19.22 Formatted: Font: 7.5 pt, Bold

After 3 years \$20.08 Formatted: Body Text, Left, Space Before: 0.55 pt

After 4 years \$20.93 Formatted: Font: 11 pt

After 5 years \$21.78

After 6 years \$22.64

After 7 years \$23.49

After 8 years \$24.34

After 9 years \$25.20

After 10 years \$26.05

Effective June 1, 2018, base rates for employees still employed in this bargaining unit on the date

of the Union's ratification of this agreement shall be increased by three percent (3%).

Effective June 1, 2019-2022, base wage rates for employees still employed in this bargaining Formatted: Body Text, Indent: Left: 0.16", Right: 0.27",

unit on the date of the Union's ratification of this agreement shall be increased by one hundred Space Before: 4.6 pt, Tab stops: Not at 0.44"

percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six

percent (0-6%). % plus four percent (4%).

Formatted: Body Text, Left

BUS Effective June 1, 2020, base wage rates shall be increased by one hundred percent (100%) Formatted ...

of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%).

Should the increase be less than three percent (3%) but equal to or greater than zero percent

(0%), all employees shall receive a lump sum in the amount of the difference between the October

through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages

paid during the previous twelve (12) months (i.e. June 1, 2019 through May 31, 2020). In the event

there is a lump sum payment, employees who have experienced unpaid protected leave during

the previous twelve (12) months will have the lump sum calculation based on hours they would Formatted: Font: 10 pt

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Port of Seattle - EP Bus Drivers

have otherwise been scheduled to work during the previous twelve (12) months (excluding Deleted Cells overtime). Formatted ...

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Effective June 1, 2021, base wage rates shall be increased by one hundred percent (100%) of the Formatted: Table Paragraph, Indent: Left: 0.03",

Right:

October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the 0.29", Line spacing: Exactly 12.6 pt increase be less than three percent (3%) but equal to or greater than zero percent (0%), all Formatted Table employees shall receive a lump sum in the amount of the difference between the October through Deleted Cells October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid Deleted Cells during the previous twelve (12) months (i.e. June 1, 2020 through May 31, 2021). In the event Formatted: Condensed by 0.1 pt there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) months will have the lump sum calculation based on hours they would Formatted: Condensed by 0.1 pt have otherwise been scheduled to work during the previous twelve (12) months (excluding Formatted: Table Paragraph, Indent: Left: 0.03", Right: 0.29", Line spacing: Exactly 12.8 pt overtime).

Formatted Table
Lead PSRR: Deleted Cells
In the event the Port creates a Lead PSRR assignment, the Port agrees to provide notice and Deleted Cells negotiate any mandatory subjects requested. Formatted ...
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Formatted: Table Paragraph, Indent: Left: 0.03", Right: (a) DRIVER 0.29", Line spacing: Exactly 12.8 pt
Formatted Table
(b) BUS DRIVER Years of Service Rate Formatted ...
Formatted: Table Paragraph, Indent: Left: 0.03", Right: Entry \$20.93 0.29", Line spacing: Exactly 12.8 pt
24.42 Formatted: Condensed by 0.1 pt
After 6 mo. \$21.27 Formatted ...
After 1 year \$22.14 Formatted: Condensed by 0.1 pt
25.42 Formatted: Table Paragraph, Indent: Left: 0.03", Right: After 2 years \$22.99 0.29", Line spacing: Exactly 12.8 pt
26.39 Formatted ...
After 3 years \$23.84
Formatted: Condensed by 0.1 pt
27.36
After 4 years \$24.70 Formatted: Table Paragraph, Left, Indent: Left: 0.17", Line spacing: Exactly 13.6 pt
After 5 years 28.35
Formatted: Table Paragraph, Left, Indent: Left: 0.3", Line After 6 years \$25.55 spacing: Exactly 13.6 pt
After 7 years 29.33 Formatted ...
\$26.40 Formatted: Table Paragraph, Left, Indent: Left: 0.17" 30.31
Formatted: Condensed by 0.1 pt
\$27.26
31.30 Formatted: Table Paragraph, Left, Indent: Left: 0.3" Formatted ...
Effective June 1, 2018, base rates for employees still employed on the date of the Union's Formatted ...
ratification of this agreement shall be increased by three percent (3%). Formatted: Table Paragraph, Left, Indent: Left: 0.17", Line spacing: Exactly 12.8 pt
Effective June 1, 2019, base wage rates for employees still employed in this bargaining unit on Formatted: Condensed by 0.1 pt the date of the Union's ratification of this agreement shall be increased by one hundred percent Formatted: Condensed by 0.1 pt (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0- Formatted: Table Paragraph, Left, Indent: Left: 0.3", Line 6%). spacing: Exactly 12.8 pt
Formatted ...
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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

Effective June 1, 2020, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2019 through May 31, 2020). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during

the previous twelve (12) monthswill have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).

Effective June 1, 2021, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, zero to six percent (0-6%). Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. June 1, 2020 through May 31, 2021). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) monthswill have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime). Formatted: Body Text, Indent: Left: 1.16", Right: 0.28"

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Effective June 1, 2018Effective June 1, 2022, Bus Drivers with at least twelve Formatted ...

(12) months of service who meet the eligibility requirement of no driver caused Formatted: Heading 1, Indent: Hanging: 0.5", Numbered + accidents and no seatbelt violations in the twelve (12) months prior to June 1, Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", Tab

20182022, shall receive a one percent (1%) wage premium for the following stops: 1.16", Left + 1.16", Left twelve (12) months. Formatted: Font: 8 pt, Bold

Effective June 1, 2019, Bus Drivers with at least twelve (12) months of service who meet the

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eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2019 Before: 0.05 pt

shall receive a one percent (1%) wage premium for the following twelve (12) months. Formatted ...

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Effective June 1, 2020, Bus Drivers with at least twelve (12) months of service who meet the Before: 4.6 pt, Numbered + Level: 2 + Numbering Style: 1,

eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2020 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.16" +

Indent at: 1.66", Tab stops: 1.66", Left + 1.66", Left

shall receive a one percent (1%) wage premium for the following twelve (12) months.

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pt

Effective June 1, 2021, Bus Drivers with at least twelve (12) months of service who meet the

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eligibility requirement of no driver caused accidents in the twelve (12) months prior to June 1, 2021 ...

shall receive a one percent (1%) wage premium for the following twelve (12) months. Formatted ...

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(c) Formatted: Table Paragraph, Left, Indent: Left: 0.03", Line

(b) SHIFT DIFFERENTIALS: spacing: Exactly 12.6 pt

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Right: 0.21", Line spacing: Exactly 12.6 pt

1. 1. Shifts shall be identified by starting times, as follows:

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Day Shift: From: 4:00 a.m. To: 11:59 a.m. Formatted: Font: 10 pt

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Collective Bargaining AgreementJune 1, 2018 to May 31, 2022

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Port of Seattle - EP Bus Drivers

Swing Shift: From: 12:00 noon To: 7:59 p.m. Formatted: Condensed by 0.25 pt

Graveyard Shift: From: 8:00 p.m. To: 3:59 a.m. Formatted: Table Paragraph, Left, Indent: Left: 0.03", Line spacing: Exactly 12.8 pt

2. 2. Employees assigned to a swing shift shall receive seven and one-half Formatted: Condensed by 0.1 pt

percent (7.5%) per hour above their regular classification rate [as listed in Formatted: Condensed by 0.3 pt

items (a) or (b) above]. Employees assigned to graveyard or relief shifts Formatted: Condensed by 0.15 pt

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

shall receive ten percent (10%) per hour above their regular classification Formatted ...
rate [as listed in items (a) or (b) above]. Formatted: Body Text, Indent: Left: 1.66", Space Before:
4.1 pt

(c) (d) TRAINING PAY: Training Pay. Employees assigned to training duties Formatted: Body Text
shall be compensated at one dollar (\$1.00) per hour premium for time spent Formatted ...
performing those duties. Formatted: List Paragraph, Right: 0.34", Numbered + Level:
1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment:

Left + Aligned at: 0.66" + Indent at: 1.16", Tab stops:
ARTICLE 21 - PROBATIONARY EMPLOYEES 1.16", Left + 1.16", Left
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After employment, PSRRs and bus drivers shall be on probationary status for a working Formatted
equivalent of six ...
Formatted

(6) months. The probationary period may be extended an additional three (3) months by mutual ...
agreement between the employee, the Port and the Union. Formatted ...
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ARTICLE 22 - NON-DISCRIMINATION Formatted: Body Text, Left, Space Before: 0.05 pt
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It is mutually agreed between the Port and the Union that there shall be no discrimination Formatted: Body Text, Justified, Indent: Left: 0.16", Right:
against any employee or applicant for employment or against any Union member or applicant 0.27", Space Before: 4.6 pt
for membership because of race, ethnicity, color, creed, national origin, ancestry, sex, Formatted ...
pregnancy, gender identity or expression, age (over 40), sexual orientation, religion, military
status, disability, marital status, citizenship status, political ideology, veteran status, the
presence of any physical or mental disability, whistleblower status, use of workers'
compensation, Family Medical Leave Act (FMLA) use, or any other category protected by
applicable federal, state, or local law. , regulations, and ordinances.

The Port and the Union are committed to promoting equity, diversity and inclusion in the workplace. The Port refers to equity as the fair treatment, access, opportunities, and advancement for all people while striving to identify and eliminate barriers that have prevented the full participation of historically oppressed communities.

ARTICLE 23 - HANDLING OF DISCIPLINARY MATTERS ...

23.01 Just Cause. The Port shall not discipline or discharge any employee without just cause.

23.02 Investigation Meetings. The Employer shall recognize the right of an employee to union representation in an investigation/fact-finding meeting that could lead to the discipline of the employee. An employee who waives this right shall acknowledge such in writing.

23.03 Written Warning Notices. If a written warning notice involves a specific incident or violation, such notice, to be considered valid, must be issued within fourteen (14) calendar days after the Port became aware of the occurrence of such incident or violation claimed by the Port. The timeline to issue written warning notices may be occasionally violated.

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extended in order for the Employer to perform a fair and complete investigation with mutual agreement between the Port and Union. Written warnings shall be considered inactive and can no longer be used to justify further disciplinary action after eighteen (18) months following the issuance of the written warning as long as no further incident or violations of the same nature have occurred. At least one written warning notice identifying a complaint against the employee must have

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previously been given to the employee with a copy to the Union prior to discharge of the employee with the following exceptions:

- a. Probationary employees may be discharged for just cause without prior written warning notice. Such discharged employees will not have access to the grievance procedure.
- b. Discharge resulting from any of the infractions identified in 23.04 below require no

prior written notice.

23.04 Infractions requiring no written warning notice prior to discharge.

a. Gross misconduct such as but not limited to the following:

- Theft in connection with Port employment - including stealing time, materials, money, belongings, or equipment,
- Gross Insubordination,
- Fighting on Port premises,
- Possession, sale, use of, or under the influence of - unprescribed narcotics or controlled substances or alcohol while on Port premises,
- Deliberate falsification of official Port documents or records,
- Willful destruction or damage to Port property,
- Willful or gross disrespect for customers; or
- Committing a felony while on duty.

b. Serious vehicle violations including but not limited to the following:

- A serious accident wherein the employee is proven to be grossly negligent by a preponderance of the evidence,
- Willful failure to provide a timely report of an accident involving Port equipment,
- Willful vehicle abuse of a serious nature including reckless driving, or
- Unauthorized use of a company vehicle or the carrying of unauthorized passengers on the Port's equipment.

23.05 Discharge and Suspension Notices. The Employer shall recognize the right of

a. Probationary employees may be discharged for just cause without prior written warning notice. Such discharged employees will not have access to the grievance procedure.

b. Discharge resulting from any of the infractions identified in 23.04 below require no prior written notice.

23.04 Infractions requiring no written warning notice prior to discharge.

a. Gross misconduct such as but not limited to the following: Formatted: Font: 10 pt

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives

Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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- Theft in connection with Port employment - including stealing time, materials, money, belongings, or equipment,
- Gross Insubordination,
- Fighting on Port premises,
- Possession, sale, use of, or under the influence of - unprescribed narcotics or controlled substances or alcohol while on Port premises,
- Deliberate falsification of official Port documents or records,
- Willful destruction or damage to Port property,
- Willful or gross disrespect for customers; or
- Committing a felony while on duty.

b. Serious vehicle violations including but not limited to the following:

- A serious accident wherein the employee is proven to be grossly negligent by a preponderance of the evidence, Formatted: Expanded by 0.25 pt

• Willful failure to provide a timely report of an accident involving Port equipment, Formatted: Expanded by 0.25 pt

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- Willful vehicle abuse of a serious nature including reckless driving, or
- Unauthorized use of a company vehicle or the carrying of unauthorized

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passengers on the Port's equipment. Formatted: Expanded by 0.35 pt

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23.05 Discharge and Suspension Notices. The Employer shall recognize the right of Formatted: Expanded by 0.4 pt

an employee to due process prior to disciplinary suspension or discharge from employment. Formatted: Expanded by 0.35 pt

Notice of recommended disciplinary suspension or discharge shall be timely made following Formatted: Expanded by 0.4 pt

the investigation of the circumstances resulting in the recommendation, normally within thirty Formatted: Expanded by 0.3 pt

(30) calendar days after the Port became aware of the incident. The notice of proposed Formatted: Expanded by 0.4 pt

discipline shall include the facts upon which the charges are made and a scheduled opportunity Formatted: Condensed by 0.1 pt

to respond to the charges. Notification of a final decision following the response opportunity Formatted: Expanded by 2 pt

shall normally be within seven (7) days. Formatted: Body Text, Indent: Left: 0.16", Right: 0.2",
Space Before: 0.05 pt

23.06

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23.06 Right of Rebuttal. Employees shall have the right to provide a written rebuttal Formatted: Expanded by 2 pt
statement as an attachment to any/all corrective action. Formatted: List Paragraph, Justified, Indent: First line: 0",
Right: 0.2", Space Before: 4.1 pt, Outline numbered + Level:

2 + Numbering Style: 01, 02, 03, ... + Start at: 6 + Alignment:

23.07 23.07 Notice to the Union. The Port agrees to provide courtesy Left + Aligned at: -0.84" + Indent at: 0.16", Tab stops:
copies (cc) to the Union of written warnings; and, notices of recommendations for discipline and 1.16", Left + 1.16", Left
final disciplinary letters in cases involving suspension and discharge. Formatted: Font: 12 pt

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ARTICLE 24 - GRIEVANCE PROCEDURE Formatted ...

24.01 Formatted: List Paragraph, Justified, Indent: First line: 0",

24.01 A grievance shall be defined as an issue raised relating to an alleged violation of Right: 0.2", Outline numbered + Level: 2 + Numbering Style:
01, 02, 03, ... + Start at: 6 + Alignment: Left + Aligned at:

any terms or provisions of this Agreement. -0.84" + Indent at: 0.16", Tab stops: 1.16", Left + 1.16",

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24.02 Formatted: Font: 12 pt

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Step 1. The employee or the employee and the shop steward shall, within Formatted ...

fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged Formatted ...

grievance, bring said grievance to the attention of the Supervisor, using the grievance form Formatted ...

attached to this agreement as Appendix A. The Supervisor shall make every effort to resolve Formatted: Body Text, Left, Space Before: 0.05 pt
the alleged grievance within fourteen (14) calendar days after its initial submission.

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Step 2. In the event no settlement is reached within the fourteen (14) calendar ...

day period, the employee or the employee and the shop steward shall, then within fourteen Formatted ...

(14) calendar days, bring said grievance to the attention of the Manager or designee. The Formatted: Body Text, Left

Manager or designee shall make every effort to resolve the alleged grievance within fourteen Formatted ...

(14) calendar days after submission. Formatted ...

(14) calendar days, bring said grievance to the attention of the Manager or designee. The Formatted ...

Manager or designee shall make every effort to resolve the alleged grievance within fourteen Formatted ...

(14) calendar days after submission. Formatted ...

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Step 3. In the event no settlement is reached within this fourteen (14) calendar Formatted ...

day period, the Union shall provide a copy of the written grievance to the Port's Director of

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Labor Relations or the Director's designee. Representatives of the Union and the Port shall

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then meet to attempt settlement of the grievance. ...

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(Time limitations identified in Steps 2 and 3 may be waived by mutual agreement Formatted: Body Text, Left, Tab stops: Not at 1"
between the Port and the Union.) Formatted ...

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Mediation. In the event no settlement is reached by the Union and the Port Formatted: Font: 11.5 pt
within thirty (30) days of the Step 3 meeting, upon mutual agreement, the Port and the Union Formatted: Body Text, Left, Space Before: 0.55 pt
may agree to submit the grievance to a mediator appointed by the Public Employment Formatted ...
Relations Commission or another mutually agreed upon mediator for mediation. If mediation Formatted ...
fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation,
then the matter may be referred to arbitration by the grieving party. Nothing said or done by Formatted: Font: 10 pt
the parties or the mediator during the grievance mediation can be used in the arbitration
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proceeding. Formatted: Condensed by 0.1 pt
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Step 4. In the event no settlement is reached by the Union and the Port, within Formatted: Expanded by 2 pt
thirty (30) calendar days of the Step 3 meeting or the mediation session, the parties shall have Formatted: Condensed by 0.2 pt
the right to submit a demand for arbitration to the Port. Within seven (7) calendar days after
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the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If Formatted ...
the parties fail to agree, the grieving party shall, within seven (7) calendar days request a list Formatted: Body Text, Indent: Left: 0.16", First line: 0",
of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). Right: 0.17", Space Before: 4.1 pt, Tab stops: Not at 1"

Within seven (7) calendar days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not

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

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

Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

ARTICLE 25 — STRIKES

In recognition of the Port's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages, or similar activities to impede Port operations.

ARTICLE 26 — RESPONSIBILITY

Employees shall not be responsible for lost, damaged, or stolen property except in the case of proven negligence. Upon request of the Union a full report will be furnished to the Port.

ARTICLE 27 - SUB-RENTALS

It is understood and agreed that where sub-rentals or leases are entered into covering any of the operations set forth in Article 20 of this Agreement, the conduct of such operations shall be in accordance with the provisions of this Contract.

ARTICLE 28 - MEMBERSHIP RECOGNITION

Both the Port and the Union agree that the Union members covered by this Contract take pride in their membership in the Teamsters Local 117. It is mutually agreed that in order to recognize their membership and display that pride, the Port will provide nameplates, upon request for each employee to use while at work. These nameplates will be mounted in the buses for the

Drivers and on the exit booths for PSRRs during each individual member's shift. Each nameplate will contain the first name of the employee and state their membership in Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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Port of Seattle - EP Bus Drivers

Local 117. In addition, the nameplate may contain customer service oriented wording such as "reliable" and "courteous." A sample depiction is below:

Reliable and Courteous

Helping you today is:

CAROL

Proud Member of Teamsters Local 117

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

Reliable and Courteous

Helping you today is:

CAROL Formatted ...

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Proud Member of Teamsters Local 117 Formatted: List Paragraph, Justified, Indent: First line: 0",

Right: 0.17", Space Before: 4.65 pt, Outline numbered +

Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

ARTICLE 29 — MEETINGS Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

29.01 stops: 1.16", Left + 1.16", Left

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29.01 Employees who are requested to attend optional instructional meetings on their ...

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own time (not those held on Company time) shall be paid for actual time spent at the meetings

only. Overtime rate-of-pay shall be paid under the provisions of Article 17 – Scheduling, Hours Formatted ...

of Work and Overtime. The four (4) hour minimum required under Article 18 - Call Back shall Formatted: List Paragraph, Justified, Indent: First line: 0",

Right: 0.18", Outline numbered + Level: 2 + Numbering

not apply. Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

1.16", Left

29.02 29.02 Up to one employee per classification (currently EP Bus Driver,

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PSRR) selected by the Union to attend negotiating sessions shall be paid for time lost from their

regularly scheduled shifts. They will not be paid overtime on hours outside of their regularly Formatted: List Paragraph, Justified, Indent: First line: 0",

Right: 0.18", Outline numbered + Level: 2 + Numbering

scheduled shifts. Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

1.16", Left

29.03 29.03 When employees are required to attend a mandatory

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meeting(s) and they meet the requirements of Article 18, they shall be paid in accordance with

Article 18 (Call Back). This shall not be construed as to apply to training. Formatted ...

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ARTICLE 30 - SAVINGS CLAUSE Formatted: Body Text

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If any article in this Agreement or any appendix hereto should be held invalid by operation of 0.17", Space Before: 4.6 pt

law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Formatted ...

article or appendix should be restrained by such tribunal, the remainder of this Agreement and Formatted: Body Text, Left

its appendix shall not be affected, and the parties shall enter into immediate collective Formatted ...

bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of Formatted: Justified

such article. Formatted ...

Formatted: List Paragraph, Justified, Indent: First line: 0",

ARTICLE 31 - SENIORITY AND REDUCTION IN FORCE Right: 0.17", Space Before: 4.6 pt, Outline numbered +

31.01 Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

31.01 Seniority shall commence when assigned as an employee in the bargaining unit stops: 1.16", Left + 1.16", Left and shall remain in force while assigned as an employee. Seniority shall be broken by Formatted: Body Text, Left, Space Before: 0.05 pt termination, after one (1) year on layoff, after (1) one year leave without pay, or by leaving the Formatted: List Paragraph, Justified, Indent: First line: 0",
Right: 0.18", Outline numbered + Level: 2 + Numbering
bargaining unit. Seniority shall have no required applications except as specifically provided Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned
for in this Labor Agreement. at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left + 1.16", Left
31.02 31.02 For purposes of shift and vacation bidding, and in the event of Formatted: Font: 10 pt
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a reduction in force, there shall be two seniority lists - one for regular employees assigned as PSRRs and one for regular employees assigned as bus drivers. one (1) seniority list. The least Formatted: Expanded by 2 pt senior employee shall be the first laid off and the last employee laid off shall be the first recalled.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

Appropriate utilization of affected classes may modify the preceding paragraph. If this Formatted ... becomes necessary, the Union will be notified prior to the layoff. If the Union requests a Formatted: Body Text, Indent: Left: 0.16", Right: 0.18", meeting for the purpose of discussion, such a meeting will be scheduled. Space Before: 4.1 pt
Formatted: Body Text, Left
31.03 31.03 All time worked as an employee in the bargaining unit shall Formatted: List Paragraph, Justified, Indent: First line: 0", count towards seniority. Employees shall have seniority from their date of hire. Employees Right: 0.18", Outline numbered + Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned
shall be promoted to full-time based on seniority. After one probationary period, employees at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left + shall not be probationary again, except in the event an employee changes job classifications 1.16", Left
within the bargaining unit. If an employee, under the aforementioned situation does not Formatted ...
successfully complete probation in the new classification he or she shall be allowed to return to his/her their prior classification without loss of seniority.
Formatted: Body Text, Left, Space Before: 0.05 pt
31.04 31.04 In the event of a reduction in force due to automation, the Formatted ...
following provisions shall apply: Formatted: List Paragraph, Justified, Indent: First line: 0",
Right: 0.17", Outline numbered + Level: 2 + Numbering
Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned
a. a. The Port of Seattle shall provide written notice to the affected employee at at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left + least thirty (30) calendar days in advance of the effective date. 1.16", Left
Formatted: Body Text, Left
b. b. Employees receiving written notices shall have outplacement service made Formatted: Condensed by 0.05 pt available to them. These services shall be arranged and paid for by the Port of Formatted: List Paragraph, Justified, Right: 0.18", Outline

Seattle. numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at:

1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16",

Tab stops: 1.16", Left

c. c. An employee who has been subject to a reduction in force due to automation Formatted: Body Text, Left, Indent: Left: 0" shall not suffer a break in seniority and may be eligible for recall for up to two (2) Formatted ...

years from the date of the layoff. All employees in this category shall keep a Formatted: List Paragraph, Justified, Right: 0.17", Outline current address and phone number on file with the Port of Seattle. The employee numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: shall notify the Port of Seattle of any change of address or phone number, in 1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left

writing, within fifteen (15) days of the change.

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31.05 Formatted: List Paragraph, Justified, Right: 0.17", Outline

31.05 Severance. Should the need arise for a permanent reduction numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: in a classification covered within this Agreement, the Port agrees to meet with the Union to 1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", bargain the effects of such decision. The topics to be included in such impact negotiations will Tab stops: 1.16", Left

include severance payments, if any, and the timing and notice period for such reduction. Formatted ...

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ARTICLE 32 - DEFERRED COMPENSATION Formatted ...

Formatted ...

As provided below in this Article, Bus Drivers and Parking Service Revenue Representatives Formatted: Font: 11.5 pt, Bold bargaining unit employees shall be eligible for participation in the Port of Seattle's Deferred Formatted: Body Text, Space Before: 0.55 pt Compensation Plan. Eligibility and participation of said employees shall be subject to the terms Formatted ...

and conditions of such plan including any plan amendments, revisions, or possible cancellation. Formatted: Justified

It is further agreed that content of the plan itself, plan administration, and any determinations

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made under the plan shall not be subject to any other provisions of this Labor Agreement or to ...

negotiation by the Union. Formatted ...

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives

Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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Port of Seattle - EP Bus Drivers

ARTICLE 33 - EXAMINATIONS Formatted ...

33.01 Formatted: Space Before: 4.1 pt

33.01 CDL Medical Card Exam. The Employer shall cover the cost of the medical exam Formatted ...

required to maintain the CDL related medical card for bus drivers. The cost of exam shall be Formatted: List Paragraph, Justified, Indent: First line: 0",

covered in one of two ways. First the employee may schedule the exam with a Port provided Right: 0.17", Space Before: 4.6 pt, Outline numbered + Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

physician at no cost to the employee; second, the employee may schedule the exam with Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab his/her/their own physician and the Port will pay the equivalent fee as the Port pays its own stops: 1.16", Left + 1.16", Left

provider to the employee's selected provider or to the employee on a reimbursement basis.

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33.02 33.02 CDL Medical Card Exam Stipend. Each bus driver shall be Formatted ...

provided a stipend equivalent to two (2) hours straight time pay for obtaining their CDL required Formatted: List Paragraph, Justified, Indent: First line: 0",

medical card. It is understood that the medical exam will be conducted on the employee's Right: 0.18", Outline numbered + Level: 2 + Numbering own time. Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

1.16", Left

ARTICLE 34 - DRUG TESTING - SUBSTANCE TESTS Formatted ...

34.01

34.01 The Parties agree that for the purposes of Drug and Alcohol testing as it relates Formatted: Font: 12 pt

to CDL positions, the Port shall be in conformance with all Federal Department of Formatted: List Paragraph, Justified, Indent: First line: 0", Transportation regulations. Right: 0.17", Space Before: 4.6 pt, Outline numbered +

Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

34.02 34.02 The Parties agree that for the purposes of Drug and Alcohol stops: 1.16", Left + 1.16", Left

testing as it relates to CDL positions, the Port shall comply with the Port of Seattle Commercial Formatted: Body Text, Left

Driver Drug and Alcohol Policy. In the event the Port decides the Policy needs to be changed, Formatted: List Paragraph, Justified, Indent: First line:

0",
the Port agrees to discuss these changes with the Union prior to permanent changes being Right: 0.18", Outline numbered + Level: 2 + Numbering
Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned
made. at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +
1.16", Left

ARTICLE 35 - EDUCATION PROGRAM EMPLOYEE LEARNING AND DEVELOPMENT Formatted ...

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To provide career development opportunities to bargaining unit employees, the Union and Formatted ...
management will support employee participation in the Port's employee development and
internship programs. Successful applicants to internship programs shall remain members of
the bargaining unit and retain all rights and benefits under the Collective Bargaining Agreement,
except that temporary schedule adjustments and/or alternate work schedules to accommodate
internship activities shall be allowed as agreed between the participating departments and the
intern.

Educational assistance for employees shall be subject to managementthe approval. It is Formatted: Body Text, Indent: Left: 0.16", Right: 0.18"
agreed that if funds of the Manager. Employees are not available from other sources, such as
special Federal or State programs, with the advance approval of management, the Port shall
provide eligible to apply for College Degree Tuition reimbursement limited to job related
educational curricula support under the terms of HR-12.

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The Parties understand that the Employment Development and Education opportunities
identified in Article 35 shall not be subject to bargain and are subject to revision by the Port.
However, the Port agrees to provide advance notice of any changes to this program.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

ARTICLE 36 - MORE FAVORABLE CONDITIONS Formatted ...

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Working conditions, such as wages, hours of work or conditions of employment currently in Formatted: Body Text
effect, more favorable to employees than those set forth herein, shall remain in effect during Formatted: Body Text, Indent: Left: 0.16", Right: 0.18",
the life of this Agreement to the extent required by law. Space Before: 4.6 pt

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ARTICLE 37 – MISCELLANEOUS Formatted: Body Text, Left

37.01 Formatted ...

37.01 Accidents. Employees shall not be required to stand the cost arising out of any Formatted: Justified
accident in which they may be involved during the normal course of their job duties, nor shall Formatted ...

they be discharged for being involved in an accident unless the employee in question has been Formatted: List Paragraph, Justified, Indent: First
line: 0",

proven to be negligent by a preponderance of the evidence. Right: 0.17", Space Before: 4.6 pt, Outline numbered +
Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +

Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

37.02 37.02 Illegal Equipment. Employees shall not be required to drive stops: 1.16", Left + 1.16", Left

equipment that does not conform to applicable City, State, and Federal vehicle codes. The Formatted: Body Text, Left, Space Before: 0.05 pt

Port shall reimburse employees for all fines and make whole any loss in pay resulting from Formatted ...

arrests and/or citations for driving illegal Port equipment. Drivers shall not suffer a loss of Formatted: List Paragraph, Justified, Indent: First line: 0",
working hours or pay for refusal to operate an illegal company vehicle which is a bona fide Right: 0.17", Outline numbered + Level: 2 + Numbering
safety hazard. Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

1.16", Left

37.03 37.03 Time Clocks. All employees will be required to report their Formatted: Body Text, Left

time on designated time clocks and/or other medium (e.g. computer, laptop, etc.) as directed Formatted: Expanded by 2 pt

by the Port. Employees will be paid for all time worked. Formatted: List Paragraph, Justified, Indent: First line: 0",

Right: 0.18", Outline numbered + Level: 2 + Numbering

37.04 37.04 Commuter Benefits. The Port agrees to extend to members of Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned

at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

the bargaining unit a discount priced ORCA card on the same basis as such benefit is provided 1.16", Left

to non-represented employees. The Port reserves the right to modify or discontinue the benefit Formatted: Body Text, Left

without a duty to bargain if the benefit is modified or discontinued for non-represented Formatted ...

employees.

Formatted ...

37.05 37.05 Employee Parking. For the life of this Contract employee Formatted: Body Text, Left

parking shall be provided at no cost to the employee at places designated by the Port. Formatted ...

Additionally, vacation parking shall be provided at no cost to employees on the same basis as Formatted ... provided to non- represented employees as long as such benefit is provided.

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ARTICLE 38 - TRANSFER OF WORK/CONTRACTING Formatted ...

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The Port of Seattle will not contract out any of the work presently being done by PSRRs and Formatted ...

bus drivers during the term of this Agreement. It is understood that no Port client or customer

Formatted

is forced to utilize Port services. The Port will not suggest to the customer or client that it would ...

be more economically feasible for the customer to use services other than those provided by Formatted: Font: Not Bold

the Port. It is also understood the Port may not have any control over the decision of the Formatted: Body Text, Left, Space Before: 0.05 pt

customer or client in selecting certain services or service providers. Formatted: Font: 10 pt

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives

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Port of Seattle - EP Bus Drivers

ARTICLE 39 - BUSINESS PARTNERSHIP COMMITTEE Formatted: Condensed by 0.3 pt

1. Formatted: Condensed by 0.3 pt

39.01 The Port and the Union agree to establish a joint labor-management Business Formatted: Condensed by 0.35 pt

Partnership Committee to deal with issues relevant to the Port's Employee Parking and public Formatted: Condensed by 0.35 pt

parking operations Operation. Formatted: Condensed by 0.55 pt

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2. Formatted: No underline, Font color: Auto

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Numbering Style: 01, 02, 03, ... + Start at: 1 + Alignment:

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1.16", Left + 1.16", Left

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

39.02 The BPC's mission or purpose is to use the collaborative problem-solving process Formatted ...
to make recommendations in areas critical to the Port's Employee Parking and Public Parking Formatted: List Paragraph, Justified, Indent: First line:
0",
operationsOperations by expanding the involvement of employees in the management Right: 0.17", Space Before: 4.6 pt, Outline numbered +
Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +
decision-making process. Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab
stops: 1.16", Left + 1.16", Left

39.03 3. The BPC may, for example, look at job enhancements, service levels, work Formatted: Body Text, Left
practices, health and safety concerns, increased productivity, training opportunities, and the Formatted: List Paragraph, Justified, Indent: First line:
0",
best practices of other organizations' Employee Parking and Public Parking Right: 0.18", Outline numbered + Level: 2 + Numbering
Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned
operationsOperation. at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +
1.16", Left

39.04 4. The BPC will develop recommendation(s) for action by Port Aviation Formatted: Body Text, Left
Operations management on issues related to the mission of the BPC. Formatted ...
Formatted: List Paragraph, Justified, Indent: First line: 0",
39.05 5. If Port Aviation Operations management cannot support a BPC Right: 0.17", Space Before: 0.05 pt, Outline numbered +
recommendation, pertinent issues and information will be shared with the BPC. Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 +
Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab
stops: 1.16", Left + 1.16", Left

39.06 6. To insure that the Business Partnership Committee can effectively carry out Formatted: Body Text, Left
its mission, it will enforce the following standards for its members and Port and Union Formatted ...
representatives with whom it works: Formatted ...
Formatted: Body Text, Left

- There will be open, immediate and candid sharing of all information that Formatted: Font: 12 pt
affects the Port's Employee Parking and Public Parking
Formatted
operations;Operations; and ...
Formatted: Body Text, Space Before: 0.05 pt
- The BPC will be a partnership in both substantive and procedural
decisions involving the Port's Employee Parking and Public Parking Formatted ...
operations; Operations. Formatted ...
Formatted ...

39.07 7. The BPC will be made up of up to two (Zone (1) Port managersmanager Formatted ...
representing Employee Parking and Public ParkingOperation and the Port's assigned Labor
Relations Manager and up to two (Zone (1) Union employee representativesrepresentative per
classification and the Union's assigned Business Agent. Union Representative. Other Formatted: Body Text, Left
representatives may be added as needed and agreed upon by the BPC. Formatted ...
Formatted ...

39.08 8. The BPC will not discuss pending grievances or interpret the Agreement. Formatted: Body Text, Left
Budget matters and fundamental business decisions may not be appropriate for thorough Formatted ...
review by the BPC. Formatted ...
Formatted ...

39.09 9. Unless the Parties mutually agree otherwise, the BPC will meet within thirty Formatted ...
(30) days after the execution of this agreement and on a regular basis thereafter to: Formatted ...
Formatted ...

- Determine BPC roles and responsibilities;
Formatted
- Develop ground rules (which may include ground rules from bargaining); and ...
Formatted: Font: 10 pt
- Develop and implement a work plan.
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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
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Port of Seattle - EP Bus Drivers

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39.10 10. Approved minutes of BPC meetings will be distributed to all employees, Formatted: Body Text, Left, Indent: Left: 0", Space Before:

management representatives and other Port personnel associated with the Port's Employee 0.5 pt
Parking and Public Parking operations. Operation. Formatted: Font: 12 pt
Formatted: List Paragraph, Justified, Indent: First line: 0",
39.11 11. The Port and the Union will commit sufficient resources to the BPC so that it Right: 0.18", Outline numbered + Level: 2 + Numbering
Style: 1, 2, 3, ... + Start at: 10 + Alignment: Left + Aligned at:
can effectively carry out its mission. Port and Local 117 staff will be available to assist the -0.84" + Indent at: 0.16", Tab stops: 1.16", Left + 1.16",
BPC. Left
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12. Formatted: Condensed by 0.2 pt
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Right: 0.18", Outline numbered + Level: 2 + Numbering
Style: 1, 2, 3, ... + Start at: 10 + Alignment: Left + Aligned at:
-0.84" + Indent at: 0.16", Tab stops: 1.16", Left + 1.16",
Left
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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

39.12 In consideration of the 24 hour nature of the business, BPC meetings will be held Formatted ...
during regular business hours and will generally be scheduled within the hours of member Formatted: List Paragraph, Justified, Indent: First line: 0",
participants. Up to one employee from each classification may be released with pay to attend. Right: 0.17", Space Before: 4.6 pt, Outline numbered +
Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 10 +
Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab
13.39.13 In line with the BPC's mission, the BPC may change its focus during the term of stops: 1.21", Left + 1.21", Left
the Agreement due to changes in the Port's Employee Parking and Public Parking operations. Formatted: Body Text, Left
Operations. Formatted ...
Formatted: Justified, Indent: First line: 0", Right: 0.17",
ARTICLE 40 - MANAGEMENT RIGHTS Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... +
40.01 Start at: 10 + Alignment: Left + Aligned at: -0.84" + Indent
at: 0.16", Tab stops: 1.16", Left + 1.16", Left + Not at 0.5"
40.01 The Union recognizes the prerogatives of the Port to operate and manage its Formatted: Body Text
affairs in all respects in accordance with its responsibilities and powers of authority. Formatted ...
Formatted: Space Before: 0.05 pt
40.02 40.02 The Port reserves any and all exclusive rights concerning the Formatted: List Paragraph, Justified, Indent: First line: 0",
management and operation of the Department, except as specifically limited in this Agreement. Right: 0.18", Space Before: 4.6 pt, Outline numbered
+
In exercise of such exclusive management rights, it is not intended that any other provision of Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1
+
Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab

this Agreement providing a specific benefit or perquisite to employees shall be changed, stops: 1.16", Left + 1.16", Left modified, or otherwise affected, without concurrence of the Union. Formatted: Body Text, Left, Space Before: 0.05 pt Formatted ...

40.03 40.03 Subject to the provisions of this Agreement, the Port reserves Formatted: List Paragraph, Justified, Indent: First line: 0", the following specific and exclusive management rights: Right: 0.18", Outline numbered + Level: 2 + Numbering Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left +

a. To recruit, assign, transfer, or promote members to positions within the 1.16", Left Department, including the assignment of employees to specific jobs; Formatted: Body Text, Left Formatted: List Paragraph, Justified, Indent: First line: 0",

b. To suspend, demote, discharge, or take other disciplinary action against Right: 0.18", Outline numbered + Level: 2 + Numbering members for just cause; Style: 01, 02, 03, ... + Start at: 1 + Alignment: Left + Aligned at: -0.84" + Indent at: 0.16", Tab stops: 1.16", Left + 1.16", Left

c. To determine the keeping of records; Formatted: Body Text, Left Formatted: List Paragraph, Justified, Right: 0.18", Outline

d. To establish employment qualifications for new employee applicants, to numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: determine the job content and/or job duties of employees, and to execute the 1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left combination or consolidation of jobs; Formatted ...

e. To determine the mission, methods, processes, means, policies, and personnel Formatted: No underline necessary for providing service and Department operations, including, but not Formatted: Font: 11.5 pt limited to: determining the increase, diminution, or change of operations, in whole Formatted ... 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; Formatted: Font: 10 pt Formatted: Body Text, Line spacing: Multiple 0.06 li

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Port of Seattle - EP Bus Drivers

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;

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

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h. To establish reasonable work rules, and to modify training; Formatted: Body Text, Left, Indent: Left: 0", Space Before: 0.05 pt

i. To approve all employees' vacation and other leaves; Formatted ...

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Before: 4.6 pt, Outline numbered + Level: 3 + Numbering
j. To take whatever actions are necessary in emergencies (including runway Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:
incidents, extreme weather, automated system failure, and public safety threats) 0.66" + Indent at: 1.16", Tab stops: 1.16", Left + 1.16",
Left
in order to assure the proper functioning of the Department; and
Formatted ...
k. To manage and operate its Departments, except as may be limited by provisions Formatted ...
of this Agreement. Formatted ...
Formatted: Body Text, Left
40.04 40.04 It is understood by the Parties that every incidental Formatted ...
duty connected with operations enumerated in job descriptions is not always specifically Formatted: List Paragraph, Indent: First line: 0", Right:
described. 0.17", Outline numbered + Level: 2 + Numbering Style: 01,
02, 03, ... + Start at: 1 + Alignment: Left + Aligned at: -0.84"
+ Indent at: 0.16", Tab stops: 1.16", Left + 1.16", Left
ARTICLE 41 - TERMLETTERS OF AGREEMENT UNDERSTANDING
Formatted: Body Text
By reference herein, the Letters of Understanding/Memorandums of Agreements/Appendices Formatted ...
listed below are hereby made part of this Agreement and do not require individual Employer-
Union signatures:
Appendix A – Grievance Form
Appendix B - Landside Fleet Tracking Project
Appendix C – Aviation Maintenance Vehicle Fleet—“Telematics”
Appendix D – Commuter Trip Reduction Benefits
ARTICLE 42 - DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)
Effective upon ratification and execution of the agreement between the parties, in the event a
minimum of fifty (50) current Port of Seattle employees elect to contribute to the Democrat,
Republican, Independent Voter Education (DRIVE), the Port agrees to deduct from the
paycheck of employees covered by this Agreement voluntary contributions to DRIVE.
Deductions must be a minimum of \$5.00 per month per contributing employee. Both DRIVE
and the employee shall notify the Port of the amount to be deducted on a monthly basis from
the employee’s paycheck. The Port shall transmit (electronically via ACH) to DRIVE National
Headquarters on a monthly basis, in one (1) check the total amount deducted along with the
name of each employee on whose behalf a deduction is made, the last four numbers of the
employee’s social security number and the amount deducted from the employee’s paycheck.
The Port shall be obligated to honor only an authorization to deduct the amount specified, in
writing by the employee. The Port shall have no obligation or responsibility for calculating,
computing, or verifying the amount to be deducted.
The International Brotherhood of Teamsters (IBT) Local 117 shall reimburse the Employer Formatted: Font: 10 pt
Formatted: Body Text, Line spacing: Multiple 0.06 li
Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
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Port of Seattle - EP Bus Drivers

annually for the Employer’s actual cost for the expenses incurred in administering the bi-weekly
payroll deduction plan. The IBT Local 117 further agrees to facilitate timely recoupment or to
reimburse the Port for any contributions made to DRIVE in error.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

Upon issuance and transmission of a check to DRIVE, the Port's responsibility shall cease with respect to such deductions. The International Brotherhood of Teamsters Local 117 agrees to indemnify and hold the Port harmless from all claims, demands, suits, or other forms of liability that may arise against the Port for or on account of any deduction made from the wages of such employees.

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The Port reserves the right to discontinue DRIVE deductions in the event participation drops below the minimum of fifty (50) Port employees.

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Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group with the Port of Seattle negotiate contract language with lower minimums on the number of employees required to contribute or the total monthly contribution amount in their respective contract at any time during the term of this Agreement.

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ARTICLE 43 - TERM OF AGREEMENT

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The term of this Agreement shall be June 1, 2018 through May 31, 2022. Effective dates for individual provisions will be as negotiated, herein.

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PORT OF SEATTLE TEAMSTERS LOCAL UNION

NO. 117/IBT

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JOHN SCEARCY

STEPHEN P. METRUCK Secretary-Treasurer

Executive Director

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives

Collective Bargaining Agreement June 1, 2018 to May 31, 2022

- Page 53-- 53

Port of Seattle - EP Bus Drivers

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

Appendix A Formatted: Font: Bold, No underline, Underline color: Auto
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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
Collective Bargaining Agreement June 1, 2018 to May 31, 2022
– Page 55-- 55

Port of Seattle - EP Bus Drivers

Appendix B Formatted: Font: Bold, No underline, Underline color: Auto
Protected Sick Leave Formatted: Font: Bold, No underline, Underline color: Auto,
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RCW 49.46.210
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(1) Beginning January 1, 2018, every employer shall provide each of its employees paid sick leave Condensed by 0.5 pt as follows: Formatted: Normal, Centered, Right: 0.11", Space Before:

(a) An employee shall accrue at least one hour of paid sick leave for every forty hours worked 4.1 pt as an employee. An employer may provide paid sick leave in advance of accrual provided that such front-loading meets or exceeds the requirements of this section for accrual, use, and carryover of paid sick leave.

(b) An employee is authorized to use paid sick leave for the following reasons:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and Formatted: Font: Bold, Condensed by 0.25 pt

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(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

(c) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

(d) An employee is entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment.

(e) Employers are not prevented from providing more generous paid sick leave policies or permitting use of paid sick leave for additional purposes.

(f) An employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.

(g) For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If an employer requires verification, verification must be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

(h) An employer may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

(i) For each hour of paid sick leave used, an employee shall be paid the greater of the minimum hourly wage rate established in this chapter or his or her normal hourly compensation. The employer is responsible for providing regular notification to employees about the amount of paid sick leave available to the employee.

(j) Unused paid sick leave carries over to the following year, except that an employer is not required to allow an employee to carry over paid sick leave in excess of forty hours.

(k) This section does not require an employer to provide financial or other reimbursement for accrued and unused paid sick leave to any employee upon the employee's termination, resignation, retirement, or other separation from employment. When there is a separation from employment and the employee is rehired within twelve months of separation by the same employer, whether at the same or a different business location of the employer, previously accrued unused paid sick leave shall be reinstated and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave under subsection (1)(d) of this section.

(2) For purposes of this section, "family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;
(f) A grandchild; or
(g) A sibling.
(3) An employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee.
(4) An employer may not discriminate or retaliate against an employee for his or her exercise of any rights under this chapter including the use of paid sick leave.
[2017 c 2 § 5 (Initiative Measure No. 1433, approved November 8, 2016).] Formatted: Body Text
Appendix C Formatted: Font: 10 pt
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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
Collective Bargaining Agreement June 1, 2018 to May 31, 2022
– Page 57-- 57

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Memorandum of Understanding Formatted
By and Between the ...
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By and Between the ...
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PORT OF SEATTLE Formatted ...
and Formatted ...
TEAMSTERS LOCAL UNION NO. 117 Formatted ...
AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS Formatted ...
Representing Bus Drivers & Parking Service Revenue Representatives Formatted ...
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PORT OF SEATTLE Formatted ...
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TEAMSTERS LOCAL UNION NO. 117
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AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS ...
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Representing Bus Drivers ...
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Re: Landside Fleet Tracking Project Formatted ...
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This Memorandum of Understanding (MOU), made effective as of the date of execution, is Formatted ...
entered into by and between Teamsters Local Union No. 117 (Union) and the Port of Seattle, Formatted ...
referred to herein collectively as the Parties. Formatted ...
Formatted ...
The parties have met and discussed the installation and intended use of a real-time GPS-based Formatted ...
Landside Fleet Tracking system for the Employee Parking buses and have agreed as follows:
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1. The Landside Fleet Tracking Project is primarily intended to provide Landside Formatted ...
Operations with additional tools to manage the many bus trips needed to shuttle Formatted ...
participating airport employees to/from the Port designated airport employee Formatted ...
parking lot(s), to expand functionality in the future, and provide airport Formatted ...
stakeholders with timely route information. Formatted ...
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2. The Parties agree that the Port will not randomly or routinely review the Landside Formatted ...
Fleet Tracking Data solely for disciplinary purposes, or as part of targeted Formatted ...
surveillance for “fishing.”
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3. Landside Fleet Tracking System data relative to an investigation/complaint ...
involving an Employee Parking driver shall be made available to the Union upon Formatted ...

request in accordance with the terms and conditions of the Collective Bargaining Formatted ...
Agreement (CBA) and/or all relevant laws and/or statutes. Formatted ...
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4. Any information gleaned from the Landside Fleet Tracking System used to Formatted ...
support the Port's position relative to a disciplinary action and/or actions shall Formatted ...
only be used in accordance with Article 23.01 of the CBA, Just Cause. Formatted ...
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5. The Parties agree to include the Landside Fleet Tracking System as a discussion Formatted ...
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point to the future agendas for the Business Partnership Committee meeting
unless and until such time that both parties mutually agree to remove it from the Formatted: Font: 12 pt, Condensed by 0.25 pt
agenda. Formatted: Font: 12 pt

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
Collective Bargaining Agreement June 1, 2018 to May 31, 2022
– Page 59-- 59

Port of Seattle - EP Bus Drivers

Appendix C

Memorandum of Understanding is effective upon signing and shall expire when incorporated into Formatted: Font: Bold
a successor CBA between the Parties. Formatted: Font: Bold, Condensed by 0.85 pt

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PORT OF SEATTLE TEAMSTERS LOCAL UNION

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NO. 117/IBT

By: _____ By: _____

Stephen P. Metruck John Searcy
Executive Director Secretary-Treasurer

Dated: _____ Dated: _____

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Appendix D Formatted
Memorandum of Understanding ...
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"Telematics" ...
By and Between the Formatted ...
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and Formatted ...
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AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS Formatted ...
By and Between the Formatted ...
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PORT OF SEATTLE Formatted ...
and
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TEAMSTERS LOCAL UNION NO. 117 ...
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AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS ...
Representing Bus Drivers & Parking Service Revenue Representatives Formatted ...
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Re: Aviation Maintenance Vehicle Fleet--"Telematics" Formatted ...

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This Memorandum of Understanding (MOU), made effective as of the date of execution, is Formatted ... entered into by and between Teamsters Local Union No. 117 (Union) and the Port of Seattle, Formatted ... referred to herein collectively as the Parties. Formatted ...

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The parties have met and discussed the installation and intended use of telematics1telematics1

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across most, if not all, of the fleet that is maintained by the Aviation Maintenance Department ... including, but not limited to, Port owned vehicles operated by employees in this bargaining unit. Formatted ...

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The parties have agreed as follows: Formatted ...

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1. Telematics is primarily intended to provide the Port of Seattle with the tools Formatted ... necessary to achieve the following objectives: Formatted ...

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- Reductions in carbon emissions Formatted ...
- Reductions in fuel costs Formatted ...
- Reductions in maintenance events Formatted ...
- Streamlining maintenance Formatted ...
- Strategic vehicle/asset dispatching Formatted ...
- Improved customer service Formatted ...
- Improvements in both compliance and safety Formatted ...

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1 Telematics is a fleet management technology system that provides the Port's fleet management teams with information and data Formatted ... in real time relative to the status, condition, use, and location of the vehicles to which it is installed. Formatted ...

Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives Formatted ...

Collective Bargaining Agreement June 1, 2018 to May 31, 2022 Formatted ...

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Port of Seattle - EP Bus Drivers

2. The Parties agree that the Port will not randomly or routinely review the telematics Formatted: Font: 12 pt data solely for disciplinary purposes, or as part of targeted surveillance for Formatted ...

"fishing." Formatted: List Paragraph, Justified, Right: 0.17",
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3. Telematics data relative to an investigation/complaint involving an employee shall at: 1 + Alignment: Left + Aligned at: 0.66" + Indent at: 1.16", Tab stops: 1.16", Left

be made available to the Union upon request in accordance with the terms and

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conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes. Formatted: Font: 12 pt

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1 Telematics is a fleet management technology system that provides the Port's fleet management teams with information at: 1 + Alignment: Left + Aligned at: 0.66" + Indent at:

and data in real time relative to the status, condition, use, and location of the vehicles to which it is installed. 1.16", Tab stops: 1.16", Left

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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws Formatted: Condensed by 0.55 pt
and/or statutes. Formatted: Condensed by 0.4 pt

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4. Any information gleaned from telematics used to support the Port's position Formatted: Condensed by 0.4 pt
relative to a disciplinary action and/or actions shall only be used in accordance

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with Article 23.01 of the CBA, Just Cause.

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at: 1 + Alignment: Left + Aligned at: 0.66" + Indent at:

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives

Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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Port of Seattle - EP Bus Drivers

Appendix D

MEMORANDUM OF UNDERSTANDING

By and Between

PORT OF SEATTLE

And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the
International Brotherhood of Teamsters
Representing Bus Drivers & Parking Service Revenue Representatives Formatted: Font: Bold
Formatted: Font: Bold, Condensed by 0.4 pt
Formatted: Font: Bold
Re: Commuter Benefits Formatted: Font: Bold, Condensed by 0.4 pt
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This Memorandum of Understanding is(MOU), made effective uponas of the date of signing Formatted: Font: Bold, Condensed by 0.35 pt
and shall expire when incorporated, is entered into a successor CBA by and between
Formatted: Font: Bold
Teamsters Local Union No. 117 (Union) and the Port of Seattle (Employer), referred to herein
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collectively as the Parties.
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PORT OF SEATTLE TEAMSTERS LOCAL UNION Formatted: Font: Bold
NO. 117/IBT Formatted: Font: Bold, Condensed by 0.35 pt
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By: _____ By: _____ Formatted: Font: Bold, Condensed by 0.1 pt
Stephen P. Metruck John Scearcy Formatted: Font: Bold
Executive Director Secretary-Treasurer Formatted: Left, Indent: Left: 0.82"
Formatted: Font: Bold
Dated: _____ Dated: _____ Formatted: Body Text
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Whereas, the Port establishes and maintains a Commute Trip Reduction (CTR) Program that
aligns with the requirements of the State of Washington Commute Trip Reduction Law, and is
consistent with the Port Statement of Values to be responsible stewards of community
resources and the environment;
Whereas, the Port would like to provide additional benefits aligned with its CTR Program to
represented employees;
And whereas, the current Collective Bargaining Agreement between the parties does not
include CTR program benefits;
The Parties, agree as follows:
1. All Full time, part-time, on-call, and temporary employees, shall be eligible for the
following benefits:
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Port of Seattle - EP Bus Drivers Formatted: Body Text, Line spacing: Multiple 0.06 li

a. The One Regional Card for All ("ORCA Card") Program
The Port offers ORCA cards to eligible employees at a substantially
reduced cost for transportation on multiple regional transit systems.
Employees who participate in the ORCA card program may also be eligible
for additional subsidized transportation services. The availability of the
ORCA program, annual cost, potential tax consequences for employees,
and other provisions are subject to change based on guidelines provided
by agencies with whom the Port contracts for the ORCA program benefits,
IRS requirements, as well as the Port's discretion.

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
Collective Bargaining Agreement June 1, 2018 to May 31, 2022

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b. Ferry Reimbursement Formatted: Left: 0.64", Right: 0.63", Top: 1.24", Bottom: 0.65", Header distance from edge: 0.5", Footer distance from edge: 0.52"

Employees who use the Washington State Ferry System for all or part of their work commute are eligible for reimbursement of ferry commuting costs up to a monthly maximum. This monthly maximum reimbursement amount is determined by the Port. Amounts and procedures can be found on the Total Rewards Compass Page and may be subject to tax;

2. The Port shall maintain full discretion to modify, change, amend, and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit;

3. Prior to modifying, changing, amending, and/or discontinuing either and/or both the ORCA program and the Ferry Reimbursement benefit, the Port agrees to provide advance notice to the Union;

4. All other terms and conditions of the CBA shall remain in full force and effect. Formatted: List Paragraph, Justified, Right: 0.17", Should any terms and conditions in this MOU conflict with the CBA, this MOU Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.66" + Indent at: shall control. 1.16", Tab stops: 1.16", Left

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Port of Seattle / Teamsters Local 117 Bus Drivers & Parking Service Revenue Representatives
Collective Bargaining Agreement

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