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Agenda Item: 8b_attach
Meeting Date: June 27, 2023
COLLECTIVE BARGAINING AGREEMENT
By and Between
Port of Seattle
And
Teamsters Local Union No. 117
Affiliated with the
International Brotherhood of Teamsters
REPRESENTING POLICE SPECIALISTS

Term of Agreement
July 1, 2022 - June 30, 2025

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POLICE SPECIALISTS
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AGREEMENT

ARTICLE 1 - PURPOSE OF AGREEMENT

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local Union No. 117 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

ARTICLE 2 - UNION RECOGNITION

2.01 The Port recognizes the Union as the sole and exclusive bargaining agent for Port of Seattle employees working in the police specialist classification and excluding the

department head, supervisors, confidential employees and all other employees of the Employer.

2.02 In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. A Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

ARTICLE 3 - UNION MEMBERSHIP

3.01 The Port shall notify the Union as soon as possible of any deduction authorization received by the Port. Upon receiving notice from the Union, the Port agrees to deduct from the paycheck of each Union member or each non-member voluntary financial supporter covered by this Agreement who has voluntarily so authorized it, the initiation fee, and regular monthly dues, assessments or voluntary non-member financial supporter fee. Such authorization for deductions may be made in writing, electronically or through recorded voice. The Port shall transmit fees and dues to the Union once each month on behalf of the employees involved. If a deduction error is identified, the error will be addressed as soon as practicable.

3.02 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) business days from date of hire.

3.03 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met. The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

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3.04 The Union agrees to indemnify and save the Port harmless against any liability, which may arise by reasons of any action(s) taken by the Port to comply with the provisions of this Article. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 4 - PAYROLL DEDUCTION

Democrat, Republican, Independent Voter Education (DRIVE). Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group with the Port of Seattle negotiate contract language in their respective contract on this issue at any time during the term of this agreement.

ARTICLE 5 – UNION REPRESENTATIVE ACCESS

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

5.02 New Employee Orientation. The Union, through a Union Member, Shop Steward or Union Representative shall, at a mutually agreeable time with the employer, have up to thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s).

ARTICLE 6 - BULLETIN BOARD

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

ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

by applicable federal, state or local law ("Protected Status").

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.

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ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

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

8.03 Subject to the provisions of this Agreement, the Port reserves the following specific and exclusive management rights:

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

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(k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

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

ARTICLE 9 - SENIORITY

9.01 An employee's seniority date shall be the most recent date of hire in the bargaining unit. The employees shall be subject to a twelve (12) calendar month probationary period following such date of hire. The probationary period may be extended, by mutual agreement of the Port and the Union, if the probationary employee has been absent due to bona fide illness or other legitimate reason. Employees that are separated from employment before the completion of their twelve (12) month probationary period shall not be subject to recall rights as outlined in Section 9.02 of this Article.

An employee promoted to a position within the Police Department that is outside the Police Specialist bargaining unit may choose to return to the Police Specialist unit if he/she fails to successfully pass the probationary period for the promotional position. After receiving notice that he/she has not successfully passed probation, within five (5) business days the employee must notify the Administrative Division Manager of his/her intent to return to his/her prior position in the unit. Such employee will have his/her seniority in that classification restored to the same level accrued prior to leaving. An employee who is terminated for misconduct is not

eligible to return to the Police Specialist bargaining unit under the terms of this Article.

9.02 Seniority shall prevail in the event of a layoff; thus, the last employee hired into the bargaining unit shall be the first laid off. Employees laid off in accordance with the provisions of this Article will be eligible for rehire in the inverse order of layoff for a period of one (1) year following layoff. Employees recalled pursuant to this provision retain their seniority based on their original date of hire into the bargaining unit, but no seniority or any benefits shall accumulate during the time that the employee was on layoff. However, employees that are separated from employment before the completion of their probationary period shall not be subject to recall rights as outlined in this Article.

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

9.04 Seniority shall be a primary consideration when making job assignments. However, based on the skills and qualifications of the employee, management may require particular employees in specific job assignments.

9.05 Shift preference and vacation scheduling shall be done so that seniority is the primary consideration. Vacation scheduling and shift bidding shall be by Department Policy and Procedures.

9.06 Seniority shall only be broken in the event of retirement, voluntary quit, discharge for just cause, leave of absence exceeding six (6) weeks, or layoff exceeding one (1) year.

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9.07 A seniority list shall be provided to the Union on request.

9.08 Should the need arise for a permanent reduction in force under this Agreement, the Port agrees to meet with the Union for the purpose of negotiating the effects of such decision.

ARTICLE 10 - JURY DUTY/COURT APPEARANCES

10.01 Jury Duty. When an employee is called for and serves on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, less any compensation received from the court for such service (excluding travel, meals, or other expenses). Port compensation for jury duty only applies to absence from regularly scheduled work hours. Employees shall forward their jury duty compensation paid by the court to the Port's payroll section upon return from jury duty and receipt of the compensation paid by the court. If an employee is released from jury service prior to the end of his/her scheduled work hours, the employee shall immediately call into work and report to duty or use vacation to cover remaining hours.

10.02 Subpoenaed Witness. For service as a subpoenaed witness on a Port-related case, that employee shall, during such service period, receive full regular compensation from the Port. Port compensation outside of regularly scheduled work hours is payable at the overtime rate if such service is in excess of the normal daily or normal weekly working hours' schedules. The employee may use accrued vacation leave for service as a subpoenaed witness on a non-Port-related case, as no regular compensation will be provided by the Port for such purposes.

10.03 Grievances or Arbitrations Excluded. This Article shall not apply to either grievances or arbitrations, which are defined in Article 24 of this Agreement.

ARTICLE 11 - BEREAVEMENT LEAVE

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

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

11.03 Individual circumstances, such as distance to the funeral and the extent of employee involvement with the arrangements for the deceased, shall be considered in determining the number of hours to be granted an employee.

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11.04 Following use of bereavement leave, in case of death of an employee's spouse, domestic partner (as defined under the Port's Salary and Benefits Resolution), or child, an employee will have the option to use up to two (2) work weeks of his/her accrued sick leave.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

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

12.02 Hours of Duty. The normally scheduled workweek for members affected by this Agreement shall be five (5) consecutive days of eight (8) consecutive hours, with two (2) consecutive days off, with an unpaid period allowed for lunch. Such lunch period to be either one-half (½) hour or one (1) hour by employee's option. Otherwise the basic work schedules and practices, including flex time, shall remain in effect except as mutually agreed between the Port and the Union.

At the Employer's discretion and subject to operational needs, a workweek of four (4) consecutive days of ten (10) consecutive hours, with three consecutive days off, with an unpaid lunch period may also be offered to employees. Employees assigned to a four (4)/ten (10) work week can be reverted back to a five (5)/eights (8) work week by the Employer at any time with at least one week advance notice.

12.03 It is the intent of the Port to provide full-time work (i.e. forty (40) hours per week); however, this is not to be interpreted as a forty (40) hour guarantee. This language does not eliminate any existing obligation to bargain a change to an employee's regular schedule.

12.04 Overtime Pay and Exceptions. All hours worked in excess of eight (8) or ten (10) hours per workday, or forty (40) hours per workweek, shall be paid at the rate of time and onehalf (1½) the employee's regular straight time rate of pay. All compensated hours shall apply to workdays and/or workweeks for the qualification of overtime; however, holiday cash-out pay, as specified in Article 14.02(b)(2), shall not count as hours worked or compensated for calculation of overtime thresholds. There shall be no compounding or "pyramiding" of overtime pay.

12.05 Shift Premiums. When an employee who normally is scheduled on night shift fills in for a day shift assignment, such employee shall continue to receive shift premium.

Shifts shall be defined by starting times as follows:

Day Shift From: 4:00 a.m. To: 11:59 a.m.

Swing Shift From: 12:00 p.m. To: 7:59 p.m.

Graveyard Shift From: 8:00 p.m. To: 3:59 a.m.

The Port shall provide the Union with at least thirty (30) days written advance notice prior to assigning any shift which starts prior to 6:00 a.m. or ends after 7:30 p.m. The Port will fill such shifts by seniority.

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12.06 Wage Reduction. No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement, for the class of work in which he/she is engaged, shall suffer a reduction in the rate of wages because of the adoption and application of this contract.

12.07 Mealtime Disruption. In the event that an employee is called back to work from mealtime, and is not provided a meal period of reasonable duration later in his/her shift, such employee shall receive overtime pay for the remainder of the mealtime not taken. If any employee independently or without proper authorization elects not to take mealtime, such employee shall not receive overtime payment for the mealtime missed.

12.08 Notice of Shift Change. Except in emergencies, employees shall be provided with seven (7) days' advance notice in the event of shift change.

12.09 Approval for Overtime Work. Authority for approval of any overtime work shall be limited to Departmental management or its designees.

12.10 Call Back. In the event that overtime which has been specifically authorized by supervisory or command personnel is not an extension at the beginning or end of a normal shift, the employee shall be paid for a minimum of four (4) hours at the overtime rate for the employee's classification, or for the actual hours worked at the overtime rate if in excess of four (4) hours. When an employee is called at home and asked to perform a service directly related to his/her work activity, such employee will be compensated one (1) hour at the overtime rate of pay.

12.11 Pagers/Cellular Phones & Stand-By. Employees may be required by the Department to carry and monitor pagers/cellular phones while off-duty. If an employee is specifically directed by a supervisor to be available and on stand-by for a specific assignment, such employee shall be considered available for work within one (1) hour, and will be compensated at ten percent (10%) of his/her straight-time hourly rate for each hour so assigned.

12.12 Training. Notwithstanding Section 12.07, the normal workweek and normal workday for employees may be modified by management to accommodate training or educational requirements.

12.13 Daylight Savings Time. It is the intent of the Parties that employees working during Daylight Savings Time changes be paid only for actual hours worked. Employees who are working on night shift in the spring, when the clocks are moved forward one (1) hour (other than those who are scheduled to be off at 0200 hours), will be required to either: (a) utilize one (1) hour of paid vacation leave, or (b) to go unpaid for one (1) hour. Employees who are working on night shift in the fall, when the clocks are moved back one (1) hour (other than those who are scheduled to be off at 0200 hours), will be paid one (1) hour at the overtime rate of pay.

ARTICLE 13 - VACATION

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

13.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, regular permanent employees (any employee hired from a Port posting) may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Department Head. Seniority shall be considered in accordance with departmental procedures when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Department Head on a vacation request form five (5) days or more in advance; more notice may be required by the Department Head when necessary to provide for proper scheduling of personnel. The Department Head or Management Designee will respond to the vacation request within two (2) working days after receipt of the request. It is the employee's responsibility to ensure that the request has been received by the Department Head or Management Designee.

13.02 Limits on Accumulating Vacation Leave. Effective upon ratification between the parties, vacation leave accumulation shall be limited to four hundred eighty (480) hours accrual at any time. Any portion above a four hundred eighty (480) hour accrual of unused vacation leave shall be forfeited, unless the reason for not taking such vacation leave is at management's direction, such as under emergency conditions. In such event, unused vacation leave shall not be forfeited. Employees shall be responsible for scheduling annual leave in order to avoid any forfeiture of vacation leave.

13.03 Rates of Accrual. Effective upon ratification between the parties, vacation accruals are based on the employee's date of hire with the Port. Based upon a pro rata share of a full-time work schedule calculated by an hourly accrual method, vacation leave is earned as follows:

(a) 96 Hours Vacation. Based on the first day of employment, from the first (1st) full month, to and including the forty-second (42nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eight (8) hours per month of active employment, or the equivalent of up to ninety-six (96) hours per year (8 hours per month X 12 months = 96 hours per year).

(b) 120 Hours Vacation. From the forty-third (43rd) full month, to and including the eighty-fourth (84th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of up to one hundred twenty (120) hours per year (10 hours per month X 12 months = 120 hours per year).

(c) 140 Hours Vacation. From the eighty-fifth (85th) full month to and including the one hundred thirty-second (132nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of .06731 hours per straight time hour compensated (.06731 X 2080 annual hours = 140 vacation hours per year).

(d) 160 Hours Vacation. From the one hundred thirty-third (133rd) full month, to and including the one hundred ninety-second (192nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of

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thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to one hundred sixty (160) hours per year (13.34 hours per month X 12 months = 160 hours per year).

(e) 168 Hours of Vacation. From the one hundred ninety-third (193rd) full month, to and including the two hundred twenty-eighth (228th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one hundred sixty-eight (168) hours per year (14 hours per month X 12 months = 168 hours per year).

(f) 176 Hours Vacation. From the two hundred twenty-ninth (229th) full month, to and including the two hundred fortieth (240th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen and sixty seven hundredths (14.67) hours per year (14.67 hours per month X 12 months = 176 hours per year).

(g) 184 Hours of Vacation. From the two hundred forty-first (241st) full month, to and including the two hundred fifty-second (252nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fifteen and thirty-four hundredths (15.34) hours per month of active employment, or the equivalent of up to one-hundred and eighty-four (184) hours per year (15.34 hours per month X 12 months = 184 hours per year).

(h) 192 Hours Vacation. From the two hundred fifty-third (253rd) full month, to and including the two hundred sixty-fourth (264th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen (16) hours per month of active employment, or the equivalent of up to one-hundred and ninety-two (192) hours per year (16 hours per month X 12 months = 192 hours per year).

(i) 200 Hours of Vacation. From the two hundred sixty-fifth (265th) full month, to and including all subsequent full months of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).

13.04 Proration for Part-Time Employees. Vacation accrual shall be prorated for all employees who work less than a full-time schedule. When an employee goes from part-time to full-time status, the vacation eligibility date shall be adjusted based on the actual hours worked as a part-time employee.

13.05 Payment for Vacation Leave at Termination. An employee who has successfully completed their first six (6) months of continuous Port of Seattle employment will receive 100% of their accrued Paid Time Off balance at the employee's hourly rate at termination as a lump sum (all rights to insurance benefits, pension benefits (except for

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PERS1) and leave accruals during the period in which the PTO leave would have been used as vacation time are waived.

13.06 Personal Day. Effective July 1, 2021 and for the term of the agreement, employees in the bargaining unit shall be eligible to receive one (1) personal day, the date designated by the employee.

The personal day shall be compensated at the employee's regular pay rate at the time the personal day is taken and based upon the employee's regular work schedule. Eligibility and scheduling of the personal day shall be in accordance with Article 13.01 of the agreement. Any personal day not taken by an employee in the bargaining unit during the term of the agreement shall be forfeited and not carried over to a successor collective bargaining agreement.

ARTICLE 14 - HOLIDAYS

14.01 Effective at the signing of this Agreement, thirteen (13) paid holidays shall be recognized and observed, as follows:

New Year's Day January 1st

Martin Luther King's Birthday Third Monday in January

Presidents' Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth June 19th

Independence Day July 4th

Labor Day First Monday in September

Thanksgiving Day Fourth Thursday in November

Day After Thanksgiving Fourth Friday in November

Christmas Day December 25th

One (1) "Floating" Holiday Designated by Port each year

Two (2) "Floating" Holidays Designated by employee each year, with approval of the Department Head

Any date commonly observed, as designated by State, national authority, or the Port of Seattle may be observed as a holiday and paid for as such in lieu of the date designated above for the paid holidays listed.

14.02 Holiday pay shall be one (1) day's pay at the straight-time rate, based on the employee's normal work schedule, and will not exceed one (1) regular workday; provided, holiday pay is subject to the following conditions:

(a) If Department management determines that it is possible to schedule an employee for a day off from the normal work schedule when a designated holiday occurs, such employee shall be required to take that holiday off.

(b) When the holiday falls on the employee's normal day off, the employee may choose from one of two options:

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(1) The employee may elect to schedule any other day within the pay period as a day off on holiday pay; or

(2) The employee may elect not to take another day off, and instead, cashout one (1) day's holiday pay at the straight time hourly rate. Selecting this option does not constitute hours worked or compensated for purposes of calculating overtime.

(c) Subject to (a) above, if the employee is required to work on the designated holiday, the employee may not elect to take another day off. Such employee shall receive one (1) day's holiday pay at the straight-time hourly rate, in addition to pay at the overtime rate for all hours worked on the designated holiday.

14.03 Holiday pay shall be prorated for all employees who work less than a full-time schedule. If an employee is on leave without pay the day before and the day after a holiday, the employee's eligibility for holiday pay will be pro-rated based on the hours paid in the prior sixty (60) calendar days.

14.04 Any employee hired into the bargaining unit after June 30th is eligible for one floating holiday designated by the employee for that calendar year.

ARTICLE 15 - REQUESTED BENEFITS

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

(a) Unemployment compensation benefits under the Washington State Employment Security Act.

(b) Social security insurance (FICA) as covered by the Federal Insurance Contribution Act. (Contingent on retention of the program for all Port employees.)

(c) For the life of this Contract employee parking shall be provided at no cost to the employee at places designated by the Port. Additionally, vacation parking shall be provided at no cost to employees on the same basis as provided to nonrepresented employees as long as such benefit is provided. Employees pay may be subject to withholdings for tax purposes if the value of commuter benefits exceeds the IRS limit.

(d) Locker and lunch facilities.

(e) Washington State Self-Insured Workers' Compensation

(f) Educational assistance for employees shall be subject to approval of the Department Head. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Department Head, the Port shall provide reimbursement limited to job related educational curricula.

(1) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee that captures

the employee's study and career goals.
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(2) The employee should normally expect to provide a minimum of two (2) years of service to the Port upon completion of study toward a college degree. This is not a repayment provision.

(g) Deferred Compensation. As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 24) or to any other provisions of this Labor Agreement or to negotiation by the Union.

(h) Long-term Disability Insurance. Eligible employees shall be covered for long-term disability insurance in such amounts and in such manner as the Port has established with insurance companies or agencies providing such benefits.

(i) Life Insurance. Effective the first (1st) of the month following date of hire, eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate rounded up to the next one hundred dollars (\$100.00). Eligible dependents shall receive life insurance benefits in such amount and in such manner as are provided in contracts by the Port to provide such benefits. Employees shall also be covered by the AD&D policy provided by the Port.

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

(k) Travel, Mileage, and Expenses Reimbursement. The Parties recognize federal and state audit requirements, and hereby agree to comply with the Port's accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations, and use of a Port credit card. Employees who use their personal vehicles for Port business will be reimbursed, provided such use is required and authorized by Department management. Such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the Port Commission for Port employees. However, at no time shall the amount be less than the IRS approved mileage rate. Requests for mileage reimbursement must be submitted according to Port policy.

(l) 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 as provided to non-represented employees as outlined in Port Policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advanced notice of any change.

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(m) Commuter Benefits.

Employees in the bargaining unit shall be eligible for the following benefits:

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.

Ferry Reimbursement

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.

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;

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 advanced notice to the Union.

ARTICLE 16 - LEAVE WITHOUT PAY

16.01 After one (1) year of service, an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. Requests for such leaves shall be submitted in writing to the Department Head for approval thirty (30) days in advance of the leave time period. In emergency situations, the notification may be waived at the option of the Department Head.

16.02 Leave approval considerations shall include:

- (a) The purpose and length of requested leave;
- (b) The employee's length of service;
- (c) The effect of such an extended absence on departmental operational efficiency;
- (d) Employee past performance and attendance; and

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(e) In establishing the priority for such leaves, mutual benefit to the Port shall also be a consideration. For example, leaves of absence for educational purposes shall receive greater priority than leaves for the purpose of travel.

16.03 In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks, but shall not exceed one (1) year, at the discretion and approval of the Chief and/or Port's Executive Department. An employee shall suffer no loss of seniority for time spent on approved leave of absence of six (6) weeks or less, in accordance with Article 9 of this Agreement.

16.04 Under normal conditions, leaves of absence shall not be granted for the purpose of seeking or engaging in other employment. Any exception to this provision shall be at the sole discretion of the Department Head.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Accrual. Employees shall accrue sick leave at the rate of 0.04616 per straight-time hour compensated, but not to exceed the equivalent of ninety-six (96) hours per year ($0.04616 \times 2080 \text{ hours} = 96 \text{ hours}$). On a pro rata basis of a full-time work schedule, sick leave accruals will be posted on the first payday of the month for any sick leave earned during the prior month.

17.02 Pay Rate. Sick leave pay shall be at the straight-time hourly rate.

17.03 Eligibility. Sick leave will be used only in instances of bona fide employee, immediate family, or others' (as required by law) illness, injury or disability resulting in absence from work as normally scheduled and as provided by law.

17.04 Payoff. Unused sick leave may not be converted to cash payment, except that upon termination or retirement after five (5) years of continuous service, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the four hundred eighty [480] hour limit) at the rate of pay at termination.

17.05 Appointments. Regular full-time employees who are scheduled to work a minimum of forty (40) hours per week may be granted brief periods of paid time off for medical, dental, or other personal business appointments (such as appointments with attorneys) which could not be arranged during non-working hours. The Department Director may authorize up to twelve (12) hours per year of paid leave. Time shall be taken in no less than one half (1/2) hour increments.

17.06 Abuse of Sick Leave. Both Parties are committed to work to minimize or eliminate any abuse of sick leave.

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

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

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

17.08 Washington Paid Sick Leave Law. The Port will identify the portion of accrued sick leave that is available for use according to the minimum requirements of the Washington Paid Sick Leave Law on each employee's paycheck (e.g., one hour of accrued sick leave for each 40 hours worked by eligible employees). This is not an additional accrual amount. It is a designation of a portion of current accrual amounts. Employees shall be entitled to carryover no more than forty (40) hours of Washington Paid Sick Leave into the following year, provided that any amount over the maximum will be maintained as general sick leave available for use under the terms of this Agreement.

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

(a) Purpose. The Shared Leave Program enables employees to donate accrued sick leave to fellow employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. Implementation of the program for any individual employee is subject to agreement by the Port, and the availability of shared leave from other employees. The Port's decisions in implementing and administering the shared leave program shall be reasonable.

(b) Participation. Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating accrued leave for purposes of this program.

ARTICLE 18 - HEALTH AND WELFARE PROGRAMS

18.01 Effective July 1, 2022 (June 2022 hours), and each payroll calendar month thereafter during the period this Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each employee who received compensation for eighty (80) hours or more in the previous month the following:

a. Health and Welfare - Contribute the sum of \$1,517.40 per month for continued benefits under "PLAN A" as described below:

Medical "Plan A" (Including Domestic Partner Coverage) \$1,567.60

Nine (9) Month Additional Waiver \$ 11.40

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Time Loss "Plan A" (\$400/week) \$ 18.00

Total \$1,597.00

b. Dental - Contribute the sum of \$122.70 per month for continued benefits under "PLAN A" (including Domestic Partner Dental Coverage).

c. Vision - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (including Domestic Partner Vision Coverage)

Effective July 1, 2021, each employee shall contribute \$125.00 per month toward the monthly premium costs in Article 18.01.

Effective July 1, 2024, each employee shall contribute \$150.00 per month toward the monthly premium costs in Article 18.01.

The Port will continue to cover at 100% employee Dental and Vision benefits during the life of the Agreement.

The Union will assist the Port in acquiring information from the medical benefit trust to insure that the Port is in compliance with the Affordable Care Act.

At any time during the term of this Agreement, if the benefits provided by Washington Teamsters Welfare Trust become subject to an excise penalty, the parties agree to meet and discuss the impact.

18.02 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and

treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of this Agreement, the Port shall pay such premium increases as determined by the Trustees.

18.03 The Port agrees to provide and maintain Group Health or Alternative HMO's as provided in Trust as a covered plan for employees and their dependents.

18.04 Retirees' Health & Welfare.

Effective July 1, 2022, members of the bargaining group will be eligible to enroll in the Teamsters Retiree Welfare Trust Plus XL plan. The Port shall contribute fifty dollars (\$50) per month for the term of the agreement toward the monthly premium of each member enrolled in the Teamsters Retiree Welfare Trust Plus XL plan. The balance of the monthly premium rate will be paid by members of the bargaining group through monthly payroll deduction. The Port will be absolved from any liability associated with this Teamsters Retiree Welfare Trust plan.

ARTICLE 19 - PENSIONS

The Port shall continue coverage for employees covered by this Agreement under the Washington State Public Employees Retirement System.

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Pacific Coast Benefits Plan. The Port agrees to contribute to the Pacific Coast Benefits Plan, on account of each of its employees who perform the work covered by this Agreement, for every hour for which compensation was paid, as follows:

Effective July 1, 2021, the Port's contribution to the Pacific Coast Benefit Trust for each employee will increase to one dollar and forty cents (\$1.40) per hour compensated.

Effective July 1, 2024, the Port's contribution to the Pacific Coast Benefit Trust for each employee will increase to one dollar and fifty cents (\$1.50) per hour compensated.

ARTICLE 20 - PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS

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

20.02 The Port agrees that there shall be no lockouts.

20.03 The conditions stated in Sections 20.01 and 20.02 of this Article shall remain in effect with or without a signed Collective Bargaining Agreement.

20.04 If a party is alleged to have violated this Article, the Parties agree to submit the alleged violation of this Article to expedited binding arbitration.

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - ENTIRE AGREEMENT

22.01 The Agreement expressed herein in writing constitutes the entire agreement between the Parties and no oral statement shall add to or supersede any of its provisions.

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

ARTICLE 23 - APPENDICES INCORPORATED INTO AGREEMENT

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Pay Rates (Appendix A) and Drug Testing (Appendix B) are conditions agreed to and are hereby incorporated into the Agreement by this Article.

ARTICLE 24 - GRIEVANCE PROCEDURE

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

24.02 Discipline. The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves a discharge, suspension, demotion, or written reprimand shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations, and remedial training shall not be subject to the grievance procedure.

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

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

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

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

24.07 Waiver of Steps. By mutual agreement, the parties may agree to waive any step in the grievance procedure.

24.08 Grievance Procedure.

STEP 1

The affected employee shall present the grievance in writing to the Administrative Division Manager. A Shop Steward or Business Representative may present the grievance on the employee's behalf. Either party may request to convene a meeting to discuss the grievance within ten (10) days of the filing of the grievance. If the parties are unable to arrive at a satisfactory settlement, the Administrative Division Manager (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative and, if requested by the grievant, the Shop Steward. The response shall be issued no later than ten (10) days after the date the grievance was initially filed or the date of the grievance meeting, if Port of Seattle / Teamsters Local 117 Police Specialists

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a grievance meeting occurred. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the Administrative Division Manager's response, or the date the response was due.

STEP 2

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

Class Grievances. With respect to issues affecting more than one bargaining unit employee, the Union may elect to file a grievance at Step 2 without the need for the individual employee(s) to file the grievance at Step 1. The twenty (20) day time limit referenced in Section 24.03, as well as the other requirements of this Article, shall be applicable to such filing.

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

STEP 3

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

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be heard no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. The Port's Labor Relations Representative, the Chief of Police (or designee), and two (2) Union Representatives shall be present, and both sides shall have an opportunity to present all information that they have relating to the grievance. If a resolution is reached, the

Parties will document the agreement in writing. If the Parties are unable to arrive at a settlement, the grieving party may refer the matter to Step 4 within ten (10) days following the Board of Adjustment hearing.

STEP 4 – ARBITRATION

Initiation of Step 4. The grieving party may initiate Step 4 by filing a written request with the other party, specifying the issue to be arbitrated.

Selecting an Arbitrator. The Port and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute Port of Seattle / Teamsters Local 117 Police Specialists

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involved. The Parties agree to equally split any costs associated with obtaining a list of arbitrators from FMCS. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first initiative through a coin flip.

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

ARTICLE 25 - CONFERENCE BOARD

25.01 The Conference Board is intended to serve as a communication support and perform like a Business Partnership Committee.

25.02 There shall be a Department Conference Board consisting of up to three (3) employees named by the Union (one of whom may be the Business Representative) and up to three (3) representatives from Management (one of whom may be a representative from Labor Relations). The Chief of Police, or his/her representative(s), shall be present to the maximum extent practicable, but any of the up to six (6) members may be replaced with an alternate from time to time. It is also agreed that either Party may add additional members to its conference board committee whenever deemed appropriate. The Conference Board shall only consist of members of the bargaining unit and Department(s) affected by the issue(s) being discussed.

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

25.04 The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a communications and consultative capacity to the Chief of Police. Accordingly, the Conference Board will not discuss grievances properly the subject of the grievance procedure, except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Union representatives or the Port representatives may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees.

25.05 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting, and minutes

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may be kept and made available to members. Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

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

ARTICLE 26 - TERMS OF THE AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2022 through and including June 30, 2025. All conditions shall be effective on the date the Agreement is signed or as

otherwise identified in this Agreement. The Agreement may be opened by either party giving notice, in writing, not later than sixty (60) days prior to the expiration date.

PORT OF SEATTLE TEAMSTERS LOCAL UNION
NO. 117/IBT

STEPHEN P. METRUCK JOHN SCEARCY
Executive Director Secretary-Treasurer

Date Date

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APPENDIX A

PAY RATES

I. BASE WAGES

July 1, 2022: Pay rates are to be adjusted by 6.5%.

Effective at

implementation

Classification Service Time Base Hourly Rate

Police Specialist Entry \$ 30.89

12 Months \$ 32.43

24 Months \$ 34.05

36 Months \$ 35.75

48 Months \$ 37.54

July 1, 2023: Pay rates are to be adjusted using 100% of the 2022 Seattle Tacoma Bellevue CPI U October -October, with a 0% minimum and a 6% maximum plus a two percent (2%).

July 1, 2024: Pay rates are to be adjusted using 100% of the 2023 Seattle Tacoma Bellevue CPI U October -October, with a 0% minimum and a 6% maximum plus a two percent (2%).

II. LONGEVITY PAY

Base pay for the Police Specialist classification shall be increased by the following longevity premium schedule based upon date of hire.

A. 2% Longevity Premium. From the start of the sixty-first (61st) full month to and including the one hundred eighth (120th) full month of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).

B. 3% Longevity Premium. From the start of the one hundred twenty-first (121st) full month to and including the one hundred eightieth (180th) full month of continuous employment, permanent employees shall be paid a longevity premium of three percent (3%).

C. 4% Longevity Premium. From the start of the one hundred eighty-first (181st) full month to and including the two hundred fortieth (240th) full month of continuous employment, permanent employees shall be paid a longevity premium of four percent (4%).

D. 5% Longevity Premium. From the start of the two hundred forty-first (241st) full month to and including the three hundredth (300th) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).

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E. 6% Longevity Premium. From the start of the three hundred first (301st) full month and beyond of continuous employment, permanent employees shall be paid a longevity premium of six percent (6%).

III. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS

A. Shift Differential. Employees shall receive a shift differential of seven and onehalf percent (7.5%) over their regular rate when required to work swing (second) shift, and ten percent (10%) over their regular rate when required to work the night (third) shift.

B. Educational Incentive. Base pay for Police Specialists who have successfully completed the probationary period shall be increased by the following educational incentive schedule.

2% Associate of Arts Degree

4% Bachelor's Degree

C. Overtime Rate. Overtime shall be paid at one and one-half (1½) times the rate of pay for the work performed. There shall be no compounding or "pyramiding" of overtime pay. "Hours of Work and Overtime" are covered in Article 12 (See also Article 14, "Holidays").

D. Severance. Should the need arise for a permanent reduction in force in a classification covered by this Agreement the Port agrees to meet with the Union for the purpose of negotiating the effects of such decision. Such impact negotiations will include severance payments, if any, and timing and notice period for said reduction.

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

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

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IV. LATERAL ENTRY EMPLOYEES

At the Port's discretion, lateral entry employees may receive compensation based on the relationship between their verifiable years of experience providing administrative, professional, and office support of a Police Department or other comparable public employer, i.e., processing departmental payroll, budget, grant management, responding to public disclosure requests, utilizing the "TENURE SINCE DATE OF HIRE" column of Appendix A (A1) of the current Collective Bargaining Agreement. No lateral shall enter at a rate higher than the 36th month step of the pay scale. New employees and/or laterals that are granted the higher pay will stay at the entry level rate until they pass probation, at which point they will advance to the higher pay granted upon hire.

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APPENDIX B
DRUG TESTING
SUBSTANCE TESTS
PREAMBLE

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local 117 Police Clerical Employee's Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society. The drug testing procedure, agreed to by labor/management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures.

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

A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.

B. Preconditions to Drug Testing. Before an employee may be tested for drugs or alcohol based upon reasonable suspicion, the Port must meet the following prerequisites:

1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
2. The Port shall provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
4. Lieutenants or higher ranked officers or managers shall be the department representative to authorize or approve a drug/alcohol test.
5. The Lieutenant or higher ranked officer or manager authorizing or approving a drug or alcohol test under this Appendix B shall provide a written report to the Chief of Police, if the employee is not part of the Police Department, and to the employee. If requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.
6. The Port shall not use the drug testing program to harass any employee.

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C. The Department shall also have the discretion to order any entry level probationary employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry level probationary period. These tests will be conducted in the following manner:

1. Tests will be administered to each entry level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
2. Entry level probationary employees shall only be tested while on duty.
3. The providing of a urine sample will be done in private.
4. Obtaining of urine samples shall be conducted in a professional and dignified manner.
5. A portion of urine samples shall be preserved to permit the following:
 - a. Positive samples shall be tested by a GC/MS test.
 - b. A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.The exercise of this discretion by the Department shall be deemed a term and condition of such employee's period of entry level probation, and need not be supported by any showing of cause.

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

D. Testing Mechanisms. The following testing mechanisms shall be used for any drug or alcohol tests performed pursuant to the testing procedure:

1. It is recognized that the Employer has the right to request the laboratory

personnel administering a urine test to take such steps as checking the color and temperature of the urine samples to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested positive. In order to deter adulteration of the urine sample during the collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

2. The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by

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the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

3. Any screening test shall be performed using the enzyme immunoassay, (EMIT) method.

4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.

5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

7. Employees tested for alcohol shall be subject to the collection of a breath sample(s), conducted as defined in E (9), to determine if current consumption of alcohol is present.

E. Procedures to be used when the sample is given. The following procedures shall be used whenever an employee is requested to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All sample taking will be done under laboratory conditions and standards as provided by the selected laboratory:

1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employee's presence and the employee given an

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opportunity to initial or sign the container. The container shall be stored in a

secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.

3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

4. When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.

5. Immediately after the sample has been given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.

6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.

7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within 24 hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.

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

9. All screening and confirmatory breath alcohol tests shall be conducted by certified breath alcohol technicians and in accordance with the procedures set forth in WAC 448.

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F. Consequences of positive test results.

1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any disciplinary procedures are invoked as specified in Section (E) (7) and the Departmental Grievance Procedure.

2. Consistent with the conditions of the appendix, the employer may take disciplinary action based on the test results as follows:

Confirmed positive test - Employee is subject to discharge.

G. Employee rights.

1. The employee shall have the right to a Union representative during any part of the drug testing process.

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

3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the qualifications of the laboratory personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory.

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