

COLLECTIVE BARGAINING AGREEMENT

BY

AND

BETWEEN

THE PORT OF SEATTLE

AND

**SEATAC INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL UNION NO.1257**

JANUARY 1, 2008 – DECEMBER 31, 2010

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PREAMBLE

This agreement is between the **International Association of Firefighters Union, Local #1257** (hereinafter referred to as the “**Union**”) and the **Port of Seattle** (hereinafter referred to as the “**Port**”). The purpose of the Union and the Port entering into this agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of Fire Department functions, morale, safety, and security of bargaining unit employees, and harmonious relations, giving full recognition to the rights and responsibilities of the Port, the Union, and the employees, and to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 1 - RECOGNITION

The Port recognizes the Union as the sole and exclusive bargaining agent for the following employees of the Fire Department: Captains, Lieutenants, Firefighters A, B, C, D, E, Firefighter Mechanic, Alarm Technician, and the Training Division Chief. The Fire Chief and Assistant Chief’s are excluded from the unit as are all other personnel.

ARTICLE 2 - UNION MEMBERSHIP & DUES

Section 2.1 – Union Membership

All present employees who are members of the Union as of the date of the execution of this agreement shall remain members during the life of this agreement or in lieu thereof pay a service charge equivalent to the regular monthly dues to the union toward administration of this agreement as a condition of continued employment. Any present employee who was not a member of the union and who was employed before the certification date of the bargaining unit shall not be required to become a member, nor shall such employee be required to pay a service charge dues equivalent. However, if such employee elects in the future to become a member, he/she shall remain a member thereafter during the life of this agreement as a condition of continued employment.

It shall also be a condition of employment that all employees covered by this agreement and hired on or after its execution date, shall on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the union with the exception indicated below for bona fide religious objections, or pay a service charge equivalent to regular monthly dues for administration of this agreement.

Objections to joining the union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be observed. Any such employee shall pay an amount of money equivalent to regular monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues. The employee shall furnish written proof to the union that such payment has been made.

Section 2.2 – Dues Deduction

The Port agrees to make a deduction from the paycheck of each member covered by this agreement who has so authorized it by signed notice submitted to the Port, limited to the Union initiation fee, and regular monthly dues, or the service charge equivalent of monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

Section 2.3 – Membership Conditions

No employee will be terminated under this article if the Port has reasonable grounds for believing:

- a. That membership was not available to the employee on the same terms and conditions generally applicable to other members, or
- b. That membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 – Union Membership

There shall be no discrimination, interference, restraint, or coercion by the Port against any employee for activity on behalf of, or membership in, the Union.

Section 3.2 – Equal Opportunity

The parties to this agreement agree there shall be no discrimination against any employee or job applicant because of race, color, creed, sex, age, national origin, martial status, sexual orientation, religion, ancestry, Vietnam Era Veteran status, or physical, mental, or sensory disability.

Section 3.3 – Affirmative Action

The Port of Seattle (Fire Department), is a non-exempt Government Contractor subject to the requirements of executive order 11246, as amended and its implementing regulations at 41 CFR Chapter 60. The Port of Seattle Fire Department’s commitment to Equal Opportunity and Affirmative Action covers all phases, terms and conditions of employment including: recruiting hiring and placement, compensation, promotion, transfer, disciplinary measures demotions, layoffs and termination, testing and training, daily working conditions and awards and benefits.

ARTICLE 4 - UNION BUSINESS

Section 4.1 –Bulletin Board Space

The Port shall provide one bulletin board for the use of the Union in each Fire Station at a convenient location, accessible to employees.

Section 4.2 – Visitation Rights

Authorized representatives of the Union shall be allowed reasonable access to visit work locations of the employees covered by this agreement at any reasonable time or location for the purpose of administering this agreement, investigating possible grievances, or other matters concerning employee-employer relations. Such access shall be permitted in

a manner as not to interfere with the functions of the Department or the Port. This section shall apply within the constraints of Federal or State Regulations and Statutes.

Section 4.3 – Leave

The employer shall make available to the Union, 144 hours of paid leave per annum for the purpose of allowing Union Officials to attend conventions, conferences, seminars and meetings provided that written notification from the Union Present is received by the Fire Chief no more than 90 days in advance with two (2) minimum days notice. Only one person per shift will be allowed to be in union leave status at any point in time. The employer retains the right to restrict such leave when an emergency exists or such leave would cause a danger to public safety or such leave would knowingly cause overtime, at the time of request.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 – Summary

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

The Port reserves all rights of Management except as specifically limited in the agreement. Among such rights are the determination of the methods, processes and means of providing all Fire Department services and functions, including the increase, or diminution, or change of operations, or fire equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the keeping of records, the determination of job content and/or job duties, with the condition that job content and job duties are consistent with generally recognized Fire Department functions. Provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the Firefighter shall be changed, modified, or otherwise affected without concurrence of the Union.

Section 5.2 – Schedule of Work

Subject to the provisions of this agreement, the Port has the right to schedule work, as required, in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

Section 5.3 – Performance of Work

Management has the right to direct the performance of work, and it is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Union members shall participate in the Performance Review System addressed on “Form 110-144 Rev. as revised effective 2/1/05.”

Section 5.4 – Identification of Rights

Subject to the provisions of this agreement, the Port reserves the right:

- a. To recruit, assign, transfer, or promote members to positions within the department;
- b. To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- c. To determine methods, means, and personnel necessary for departmental operations;
- d. To control the departmental budget, and if deemed appropriate by the Port, no implement reduction in force;
- e. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and
- f. To manage and operate its departments except as may be limited by provisions of this agreement and as may be limited by the requirements of State Collective Bargaining Statutes.

ARTICLE 6 - Business Partnership Committee and Accident Review/Safety Committee

Section 6.1 – Business Partner Committee

There shall be a Business Partnership Committee consisting of representatives appointed by the Union and representatives appointed by the Port. This article creates a communication process for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the department as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of the labor agreement shall be excluded from consideration by the Business Partnership Committee under this article. Either the Union or the Port may initiate discussion subjects of a general nature affecting the employees of the Fire Department. A meeting of representatives of the Port and Union may be requested by either of the parties and they shall schedule such a meeting at a mutually agreeable time and place; provided that, during the term of this agreement, meetings shall normally be scheduled on a monthly basis. A proposed agenda shall be prepared jointly and distributed prior to each meeting. Minutes shall be kept of the meetings, and a copy submitted to each of the committee members and posted on bulletin boards.

Section 6.2 – Accident Review/Safety Committee

There shall be an Accident Review/Safety Committee established and maintained as defined in the Firefighters Safety Standards of Washington State.

ARTICLE 7 - SENIORITY

Seniority shall be retroactive to the date of employment in the Port of Seattle Fire Department bargaining unit after satisfactory completion of the probationary period. Seniority shall be broken only by termination including resignation, discharge, or retirement (except as provided by statute for duty disability retirement); or by layoff in excess of thirty-six (36) months. Employees with the same seniority date shall be assigned to the seniority list in order of their final score ranking at the Port approved Recruit Academy.

Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

ARTICLE 8 - PERSONNEL REDUCTION

Section 8.1 – Layoff

In the case of a personnel reduction the employee with the least seniority shall be laid off first except as indicated below. The employees shall be recalled in reverse order of layoff with the last laid off first recalled. An employee's seniority status and recall rights shall be retained for a period of thirty-six (36) months following layoff. Within thirty-six (36) months of a layoff, no new employees shall be hired until all laid-off employees have been contacted and given ample opportunity (within twenty-one (21) calendar days from time contacted) to return to work. The Port agrees to notify an employee a minimum of thirty (30) calendar days prior to layoffs.

Section 8.2 – Retention of Seniority and Recall Rights

An employee's seniority status and recall rights shall be retained for a period of thirty-six (36) months following layoff. Within three years of a layoff, no new employees shall be hired until all laid-off employees have been sent a written recall notice by certified mail, return receipt requested, and given ample opportunity (within twenty-one (21) calendar days from time the notice was received or returned) to return to work. It is the responsibility of the employee to keep the Port informed of a current mailing address while on layoff.

An employee recalled shall return at the same classification held at the time of the layoff. All recalled employees may be required to attend a refresher course offered by the Department and pass the accompanying evaluation.

ARTICLE 9 - EMPLOYEE STATUS

Section 9.1 – Written Notice

The Port shall submit written notice to the Union of the following actions affecting employees: demotion, suspension, termination by type (retirement, disability, discharge for cause), and reduction in force.

Section 9.2 –Seniority List

The Port shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this agreement.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 10.1 – Progressive Discipline

No employee shall be disciplined or discharged without just cause. Except as indicated in Section 10.4 below or for gross misconduct, discipline shall be applied in a progressive manner with the emphasis on constructively improving the employees performance rather than just providing punishment. In accordance with: Standards of Performance and Conduct, Corrective Action and Discipline, Port of Seattle HR-18 dated 2/03/03.

Section 10.2 – Documentation Handling

The Union shall be provided copies of disciplinary documentation including warning letters, letters of suspension or demotion, and notifications of discharge for cause. Such documentation shall be handled on a confidential basis.

Section 10.3 – Departmental Procedure

The parties agree that discipline is a command function and that the Fire Department may institute a disciplinary procedure separate from this agreement. The disciplinary procedure implemented by the department shall include a Disciplinary Advisory Board. Decisions on disciplinary matters where the discipline imposed involves discharge, suspension, demotion, or written reprimands shall be subject to the Grievance Procedure as outlined therein (See Article XIII) except as provided in Section 10.4 below.

Additionally, the Union and the Port agree that abuses of the Port attendance policy shall not be condoned. The Union will cooperate with the Port to help assure that attendance standard is maintained.

Section 10.4 – Probationary Employees

It is recognized that employees are on probationary status for one year. Disciplinary measures including discharge for failure to meet standards for such employees shall not be subject to the grievance procedure or to the limitations indicated in Section 10.1 above.

Section 10.5 – Union Representative Present

Any employee subject to an interview which may result in disciplinary action may have a Union Representative present.

ARTICLE 11 - PROMOTIONS AND VACANCIES

Section 11.1 – Reopener; The parties may reopen this article at any time during the term of the agreement. The procedure to reopen shall be for either party to give the other party written notice that they wish to negotiate modifications to this article. Such negotiations shall be limited to the subjects covered by this article. *This will be discussed with labor/management one year prior to the expiration of the current eligibility list.*

All promotions to positions within the Department, available to the bargaining unit, shall be made solely on merit, efficiency, and fitness ascertained by open competitive examination. Examinations shall fairly, objectively, and comprehensively test for qualifications for the position. A description of the subject matter to be covered by each examination shall be provided to the Union and posted conspicuously not less than ninety

(90) days prior to the examination. Text and reference materials that are suitable and may be used for study purposes will be provided by the Fire Department and will be available to those employees who wish to prepare for the examination according to established procedure. It is the policy of the Port of Seattle to achieve and retain diversity throughout the ranks.

Section 11.2 – Eligibility and Lists

Three years service with the Fire Department as a paid firefighter shall be required for eligibility to test for Lieutenant. Four (4) years service as a firefighter will be required to be eligible for promotion to Lieutenant. Lieutenants may test for Captain with no time in grade requirement, but must have two (2) years time in grade to be eligible for promotion to Captain. Eligibility lists, under normal conditions shall be maintained for a period of three (3) years. However, if an eligibility list is exhausted in less than three (3) years from its formation, a new list shall be developed.

Section 11.3 – Testing Procedure

Promotional testing shall consist of:

- a. Written Test – A validated written test, purchased from a vendor with experience in the emergency services testing process, shall be administered. Scoring will follow the “score-banding” method and shall be applied to raw test scores by a licensed and certified vendor.
- b. Management Assessment – An APA-validated psychological management assessment shall be conducted by a licensed and certified physiological clinician with experience in the emergency services testing process and as approved by the vendor and the Promotional Committee.
- c. A “score-banded” list of qualified names for each rank tested will be forwarded to the Fire Chief for posting. Such posting shall not indicate individual test results. Names within each score band shall be arranged alphabetically. A vendor supplying the written test shall be contracted to establish the score bands. A score banded list without individual scores shall be posted and individual letters will be sent to each candidate that includes their test score.
- d. Multiple candidates within the top score band will be considered No.1. When only one candidate is in that score band, the No. 1 candidate is promoted. When multiple candidates are No. 1, affirmative action will be applied on accordance with the Port of Seattle’s Affirmative Action goals and the Fire Department goal to match the officer rank diversity to the overall diversity of the Fire Department. It shall be sole and ultimate responsibility of the Fire Chief to make the selection.
- e. All candidates within the top score band must be promoted prior to promoting from the next highest score band.
- f. The Fire Chief reserves the right to bypass and not promote any candidate regardless of score band when the Chief has documented evidence of poor performance. This information will be shared with the candidate and his/her Union representative if they choose.

ARTICLE 12 - Transfers, Day Shift Assignments, Temporary Assignments, and Temporary Appointments

Section 12.1 – Transfers

Management shall retain the right to assign personnel.

Section 12.2 -Day Shift Assignments

- a. The day shift assignment to be filled and the necessary qualifications shall be announced by bulletin posted in a convenient location accessible to all employees for a period of at least 14 days. Certain day shift assignments may require extensive training prior to the actual assignment and those positions shall be posted and the individual may be selected for training purposes up to one year prior to the transfer to the position.
- b. In the event requiring the filling of a critical position, a temporary assignment/appointment may be made on an interim basis as prescribed in Section 12.3 and 12.4 of this contract, only until the proper procedure can be completed for filling such vacancies.
- c. Attempts will be made to notify all department personnel on authorized leave of the available assignments.
- d. Members interested in available day shift assignments must submit a transfer request, through channels, to be considered eligible for positions available. Said requests must be received by management by the close of business on the 15th day after the initial posting.
- e. Applicants requesting transfer who can demonstrate past experience in fire service assignments related to the available work; or can demonstrate and verify completed training specific to the available assignment will be given additional consideration during the selection process.
- f. Applicants for available firefighter positions must be Firefighter A by the date of appointment to said Position to be qualified for assignments. When no “A” Firefighters apply, the grade step may be reduced to “B” and then “C” Firefighter.
- g. Lieutenants and Captains will automatically qualify for available assignments.
- h. It should be further understood that no one is exempt from the opportunity to serve in the day shift capacity and everyone can anticipate being assigned to these responsibilities at least once during their tenure with the Port of Seattle Fire Department. Individuals transferred to such assignments serve at the discretion of management. Term of assignment will depend on the position, personal expertise, additional educational opportunities provided and normally would be for a period of 2 years, plus or minus a few months. (See Appendix A, Pay Rates, 5(c) The Training Lieutenant and Training Coordinator positions shall be for duration of six (6) years.)
- i. When applicants are considered equal in all aspects under consideration for the specific job assignment, the tiebreaker shall be seniority. For this purpose, seniority shall be considered as time in rank.

Section 12.3 – Selection Process

The following process shall be followed when selecting individuals for the day shift assignments:

- a. Interested individuals shall apply using a transfer request and route it through channels.
- b. When only one person applies, that individual will be selected.
- c. Where more than one person applies, the selection shall be limited to those candidates. Where the incumbent is one of the multiple applicants, the incumbent shall be selected provided that:
 1. The incumbent has not served more than two (2) continuous terms, and
 2. There is no documented evidence of unsatisfactory performance relative to the position
- d. When no one applies, the choice will be open to all individuals within that rank and the selection will apply the criteria that no one will be required to serve twice until all have served once.

Section 12.4 – Temporary Assignments

A temporary assignment is defined as a period of not less than forty-five (45) calendar days, and not more than six (6) months, with exceptions being made for emergency situations and subject to the following provisions:

- a. All temporary assignments shall be reviewed and approved by the Business Partnership Committee. A quorum consisting of two (2) labor and two (2) management representatives must be present. When the committee reaches consensus, the decision shall be binding. When no consensus is reached, the responsibility for final decisions rests with the Fire Chief.
- b. The Business Partnership Committee shall consider prior to rendering its determination such things as impact on employee vacation and holidays, collateral effect on other department business, cost savings effectiveness, and any other issues relative to department business and employee welfare.
- c. Temporary assignments shall not be used in lieu of hiring Full Time Employees.

Section 12.5 – Temporary Appointments

A temporary appointment is defined as having the same authority, responsibility, rights and privileges associated with that rank and is subject to the same conditions of Section 12.4. Temporary appointments shall not be used in lieu of promoting from the current eligibility list.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1 – Scope of Grievance Procedure

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this agreement shall constitute a grievance under the provisions of this grievance procedure. Longstanding conditions

which have been mutually accepted through past practice and which are not specifically addressed in this labor agreement shall not be subject to the Grievance Procedure.

Disciplinary actions involving employees may be handled through the Fire Department's disciplinary procedure as referred to in Article X of this agreement. At the conclusion of the disciplinary procedure, an employee aggrieved by a final decision where the discipline involved is suspension, demotion, discharge, or written reprimand may proceed by filing a written grievance as outlined in Step 4 of this grievance procedure.

Section 13.2 – Union Representation, Class Grievances

A grievance may only be brought under this procedure by an aggrieved employee, or by his/her union representative, or by the Union. Union class grievances shall be initially submitted at step 3 to the Chief.

Section 13.3 – Time Limitations and Informal Handling of Grievances

Before a grievance is filed formally, every effort must be made to resolve differences between the employee and the immediate supervisor. Also, the grievance should be reviewed on an informal basis through the chain of command within the Fire Department.

Except as otherwise provided in this paragraph, the Employee or the Union shall have no more than thirty (30) calendar days from the incident that precipitated the grievance to instigate the formal grievance procedure steps as identified in Section 13.4 below. However, in the event of a payroll issue, the time limitation shall be established as thirty (30) calendar days from the letter date the grievance party became AWARE of the grievance but in no case, more than ninety (90) calendar days from the incident that precipitated the grievance.

A grievance not brought within the time limit prescribed in Step 1, or submitted within the time limits prescribed for every step thereafter, shall not be considered timely and shall be void. The time limits prescribed in Section 13.4, Step 2 through 6 may be waived at each step by mutual agreement, in writing, by the aggrieved employee or the Union in a class grievance and the appropriate management representative.

Section 13.4 – Steps

Step 1: If the grievance is not resolved informally, the aggrieved party may initiate a formal grievance if filed within the time limit as established in Section 13.3 above. If formal grievance procedure is initiated, the aggrieved employee shall submit a written grievance to his/her supervisor. The written grievance at this step and all steps thereafter, shall contain the following information: (1) a statement of the grievance and the facts upon which it is based, (2) the alleged violation of the agreement; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee. Unless the previous conditions are met, the grievance shall not be accepted for processing. The supervisor shall respond in writing to this grievance within seven (7) calendar days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information: (1) an affirmation or denial of the facts upon which the grievance is based; (2) an analysis of the alleged violation of the agreement; (3) the remedy or adjustment, if any to be made; and (4) the signature of the appropriate management representative.

Step 2: If the grievance cannot be resolved at Step 1, it shall be submitted in writing to the Assistant Chief within seven (7) calendar days of the Step 1 response. The Assistant Chief shall respond in writing within seven (7) calendar days of his/her receipt of the grievance.

Step 3: If the grievance is not resolved at Step 2, the aggrieved employee shall submit a written grievance to the Chief within seven (7) calendar days following the Assistant Chief's response. The Chief shall respond in writing to the grievance within seven (7) calendar days of its receipt.

Step 4: If the grievance is not resolved at Step 3, the aggrieved employee shall submit a written grievance to the Appeal Board within seven (7) calendar days following the Chief's response. The Appeal Board shall consist of the President of the Union, the Fire Chief, and a mutually agreeable third party. If a third party cannot be mutually agreed upon within seven (7) calendar days after receipt of the written grievance, immediately thereafter the grievance shall proceed to Step 5. If an Appeal Board is formed, the Board shall respond in writing within eight (8) calendar days after formation of the Board. The response of the Appeal Board shall be based on a majority opinion. Any costs incurred in connection with the assignment of the third party to the Appeal Board shall be equally shared by the Port and the Union.

Step 5: If the grievance has not resolved at Step 4, Union may refer the dispute to final and binding arbitration. The Union shall notify the Port in writing of submission to arbitration within ten (10) calendar days after receipt of the Appeals Board written response at Step 4. Within seven (7) calendar days from sending its notice, the Union shall contact the Federal Mediation and Conciliation Service to obtain a list of seven (7) qualified arbitrators. Within ten (10) calendar days after receipt of the list, after flipping a coin to see which party goes first, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. If agreed upon by the parties, it will be recommended to the arbitrator that 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 to submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union and Port.

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

Each party shall bear its own costs of presenting grievances and/or arbitrations under this agreement including attorney's fees.

ARTICLE 14 - POLICY AND PROCEDURES

The Union agrees that its members shall comply with all Fire Department Policies and Procedures including those relating to conduct and work performance. Prior to implementation of changes in Policies and Procedures the Port agrees to discuss the intended changes with the Business Partnership Committee.

Reference to “Business Partnership Committee”, Article VI

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.1 – Workweek

Except for those employees assigned to the forty (40) hour shifts, the average workweek for Fire Service employees shall be forty-seven (47) hours per week. The work cycle shall be twenty-six (26) days for employees on twenty-four (24) hour duty shifts. Not to exceed 197 hours.

- a. No member shall work in excess of seventy-two (72) hours in any position without a minimum break of twelve (12) hours; except in unusual emergency situations and only with the approval of the Fire Chief or his designee.
- b. Changes in Kelly Day schedule and Kelly Day assignments shall be assigned by the Chief or his designee. All changes will consider minimizing the possibility of overtime.
- c. When Kelly Day schedules must be changed to minimize overtime, the affected members shall attempt to reach an agreement on who will be reassigned. If a mutual agreement cannot be reached, department seniority shall be used and the member with the least seniority shall be reassigned.

Section 15.2 – Change in Starting and Stopping Time

Shift change for twenty-four (24) hour employees shall be eight (08:00) a.m. Employees assigned to a forty (40) hour workweek may work a flextime schedule as approved by the Chief and in conformance with Port Policy.

- a. Alternate work schedules, including a 4/10 day shift, shall be established in Fire Department Policy.
- b. When emergency conditions exist, the Port may change starting and stopping times on an immediate bases after first notifying the Union.

Section 15.3 – Light Duty

When an employee is unable to perform his/her regular duties due to injury or illness, the employee shall be assigned temporarily to special duty for a maximum of six (6) months duration from the date of injury or illness except as modified in Article XVII, Sick Leave and Disability, Section 17.8 and 17.9.

It will be the mutual objective of the parties to return disabled LEOFF II employees to work as quickly as possible when return to work is clearly appropriate from a medical standpoint in compliance with State of Washington Disability and Retirement Statutes.

Light duty assignments shall normally be made on a forty (40) hour Fire Department shift schedule. Refer also to Appendix B, Duty Disability Supplement. Light duty Fire Department assignment will be mandatory to all LEOFF II employees, duty and non-duty disabilities, who have medical approval from their doctors to return to work on a light duty status utilizing the Port's Job Analysis Form FDJA-1-98. The employer shall provide the appropriate work within the Fire Department.

Section 15.4 – Day Shift Employees

Except as provided in Section 15.7 and under the conditions stated in Section 15.9, in the event a need for overtime occurs, the employee shall be paid at the rate of one-half (½) times the basic hourly rate for work performed over and above a full-time regularly scheduled workweek, on “an employee’s Saturday, or Sunday” or holiday. In no case shall overtime compensation be duplicated or pyramided.

Section 15.5 – 24-Hour Shift Employees

These employees shall be paid at the straight-time rate for work hours scheduled. Under the conditions stated in Section 15.9, work assigned before or after a twenty-four (24) hour on-duty shift or on off-duty shifts shall be paid for at the overtime rate (1 ½) when they work in excess of the limits described in Section 15.9 or in excess of the daily shift schedule as provided in Section 15.7. In no case shall overtime compensation be duplicated or pyramided.

Section 15.6 – Trading Days Off

When an employee wishes to trade work time with another employee, such trading of work time shall be subject to approval of the On Duty Captain. Reference Policy #411, Appendix IIA and IIB

Section 15.7 – Overtime Compensation and Call Back

All overtime compensation must be authorized by the Chief or his designee. Overtime shall not be paid for shift extension period before or after an employee’s regular shift unless such time worked exceeds thirty (30) minutes. If a shift extension exceeds thirty (30) minutes, overtime work up to the shift schedule starting time or after the end of the shift shall be paid for at the overtime rate. Based on a similar premise, the parties agree that if an employee’s tardiness exceeds thirty (30) minutes, the shift rate shall be reduced by the appropriate time.

If an employee is called back to work outside of his/her normal schedule, such employee shall receive a **minimum of four (4) hour compensation at the overtime rate.**

Section 15.8 – Use of Electronic Communication Devices

Firefighters shall make every effort to wear electronic communication devices for the purpose of call back on off-duty hours to facilitate notification of unscheduled duty requirements. There shall be no restrictions on travel or location in connection with this article. It is the intention of Local 1257 to encourage full participation in the use of electronic devices.

Section 15.9 – Calculations of Hourly Rates

For the purpose of calculating the hourly rate of pay which shall apply to said excess hours of work, the established monthly salary of Firefighters shall be multiplied by twelve (12) to obtain the annual salary which shall then be calculated in the following manner:

8 – hour DAY shifts shall be divided by – Two thousand eighty (2,080)
(40 hours/week x 52 weeks/year = 2,080 hours per year)

24 – hour SHIFTS shall be divided by Two thousand four hundred forty-four (2,444)
(47 hours/week x 52 weeks/year = 2,444 hours per year)

Section 15.10 – Special Assignments Schedules

An employee initiated request for a temporary change in work schedule will be given consideration for those members serving in special or extraordinary events, such as tunnel inspections, pit fire drills, and vehicle maintenance.

Section 15.11 – HOB0 Scheduling

At the Chief’s discretion, there may be one relief position that shall be assigned to the least senior Firefighter. The “HOB0” will be assigned as needed to cover extended absences generally thought to be longer than three (3) shifts. The employee retained to fill this position will be covered by all provisions of this agreement, excluding Section 12.4, Temporary Assignments of the Article 12, Transfers, Day Shift Assignments, Temporary Assignments, and Temporary Appointments.

ARTICLE 16 - JURY DUTY/SUBPOENAED WITNESS

Section 16.1 – Compensation Conditions

When an employee is called for and serves as a subpoenaed witness on Port-related cases or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port. Port compensation for service as a subpoenaed witness on Port-related cases only applies to absence from regularly scheduled work hours and does not apply to individual members bringing suit against the Port.

Section 16.2 – Limited Overtime Conditions

Employees serving as a subpoenaed witness of a Port-related case will be compensated at the overtime rate, for time worked outside of the normally scheduled work time.

Employees serving on jury duty shall remain on regular pay for on-duty hours served. Overtime is not provided for off-duty jury participation.

ARTICLE 17 - SICK LEAVE AND DISABILITY

Section 17.1 – Use of Sick Leave

Use of Sick Leave is limited to authorized absence due to employee or dependent illness or injury. However, in the event of a bon fide family illness, at the Chief’s discretion, the Chief or his designee may permit an employee to take a day off with sick leave applied as compensation. Departmental management may at any time require a physician’s statement to justify the use of sick leave and/or to determine that an employee’s return from absence due to illness or injury is sanctioned by the attending physician. Nothing herein shall undermine the right of the Port to require an employee to show valid and

satisfactory proof of illness anytime sick leave or disability leave is used. Misrepresentation of any material facts in connection with paid sick leave or disability leave by any employee will constitute grounds for disciplinary action up to and including discharge.

In any case where an employee is entitled to benefits under State Worker's Compensation Act as it now defined, providing payments to injured or disabled workers, the Port shall pay only the difference between the benefits received by such employees and their regular rate of compensation shall be limited to the period of time that such employee has accumulated sick leave and in compliance with Substitute House Bill 1010 (See Appendix B).

The Port may require the employee to furnish medical proof, or to submit to a medical examination by a Port appointed physician at the Port's expense to determine whether a subsequent injury or illness is new and separate or an aggravation of a former injury or illness.

Section 17.2 – Sick Leave Coverage – Bargaining Unit Members

Sick leave accruals shall be based on a pro rata share of a full-time work schedule (compensated time) and shall be computed based on the following hours in a work shift;

- a. Members who work 24-hour schedules shall accrue 12 hours or one-half of a 24-hour shift per month of sick leave.
- b. Members who work 40-hour schedules shall accrue 10.2 hours per month of sick leave
- c. These accruals shall commence from the date of employment. Sick leave accruals may be used following 30 days of continuous employment.
- d. Sick Leave for employees hired after January 1, 2005 may be accumulated up to 1,440 hours.

Section 17.3 – Sick Leave Upon Termination

After five (5) years of service, bargaining unit members, upon termination, shall receive compensation for 50% of their unused sick leave.

Section 17.4 – Disability, LEOFF, Plan I

On-the-job and off-the-job illness or injury coverage for LEOFF I employees shall be in accordance with the procedures and provisions as provide in RCW 4126, Law Enforcement Officers and Firefighters Retirement System Laws of 1969, as revised.

Section 17.5 – Disability, LEOFF, Plan II

Duty disability coverage and non-duty disability coverage shall be as follows:

- a. Duty disability coverage for LEOFF, Plan II, Employees shall be provided by the Port of Seattle at 100% coverage as provided by the State Industrial and Workers' Compensation Act and Appendix B, Duty Disability Supplement.
- b. Non- Duty disability for LEOFF, Plan II, Employees shall be provided by sick leave as stipulated in this Article and by insured disability benefits as may be agreed to between the Union and the Port. There shall be no

- duplication of coverage under sick leave and insured benefits.
- c. When combined with such other benefits, accrued sick leave may be applied up to but not to exceed the employees' regular pay rate.

Section 17.6 – Extended Coverage, LEOFF, Plan II, (Duty Disability)

Employees who qualify for payments under RCW 51.32.090 due to temporary total or partial disability may be continued as an employee beyond the six (6) months from the date of injury or illness that is provided in Section 4, of House Bill 1010, subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,
- b. Such employee(s) will perform light duty tasks, subject to the approval of the employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in “a” above.

Section 17.7 – Extended Coverage, LEOFF, Plan II, (Non-Duty Disability)

Employees who are unable to perform their regular job(s) as a result of a non-occupational illness or injury may be continued as an employee beyond six (6) months from the date of injury or illness subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,
- b. Such employee(s) will perform light duty tasks, subject to the approval of the employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in “a” above.

Section 17.8 – Family Medical Leave Act (FMLA) and Family Care Act (FCA)

An employee will be permitted to use accrued time off when on leave as provided by the FMLA and FCA while adhering to the Port of Seattle Policy.

Section 17.9 – Shared Leave

On a voluntary basis and in accordance with procedures outlined in Port Policy HR-5, Leaves, employees may donate accrued leave to benefit other employees who are suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment.

Any employee may donate any amount of vacation, sick leave, or pooled leave at 100% rate, or hour-for-hour.

Donated leave shall be designated to a specific individual. Donations and requests for shared leave will be coordinated in Human Resources.

Section 17.10 – Attendance Incentive

Effective January 1, 1990, any employee who has completed one year of continuous employment without any absence from work except as provided below will receive an attendance incentive of two hundred fifty dollars (\$250.00).

- a. For the purpose of this provision, any absence except the following will disqualify an employee from the attendance incentive, i.e., absences as a result of:
 - 1) Vacation (Article 18)
 - 2) Holidays (Article 19)
 - 3) Bereavement Leave (Article 20)
 - 4) Military Leave (Article 23)
 - 5) Jury Duty (Article 26)
 - 6) Subpoenaed Witness Service on a Port related case (Article 26)
 - 7) Time Off for Appointments (Article 21)
- b. A qualifying year, for the purposes of the attendance incentive, will be accounted for on an individual basis. The year will be measured starting on the first of the calendar month following the date the last disqualifying employee absence occurs until the first of the calendar month one year later.
- c. The employee will be paid their incentive within a reasonable time following their qualifying year.
- d. The Fire Department logbook and payroll hours will be used to determine eligibility.

Section 17.11 – Medical Savings Account

Either party may request to open the agreement with respect to medical savings accounts (e.g. VEBA).

ARTICLE 18 - VACATION

Section 18.1 – Rates of Approval

Vacation accruals shall be based on a pro-rata share of a full-time work schedule (compensated time) and shall be computed based on the following hours in a work shift – 8 hours for day shift personnel and 12 hours for 24-hour shift personnel.

- a. Based on the first day of employment from the first full month to and including the thirty-sixth (36th) full month of continuous employment, employees shall accrue vacation as follows:

Day shift personnel = .0468 hours per straight-time hours paid
(.049 x 2,080 annual hours = 102 hours or 12.75 shifts)
24-Hour personnel = 10 hours per month
(10 x 12 months = 120 hours or 5 shifts)

- b. From the thirty-seventh (37th) full month to and including the one hundred thirty-second (132nd) full month of continuous employment, employees shall accrue vacation as follows:

Day shift personnel = .07 hours per straight-time hours paid
(.0736 x 2,080 annual hours = 153 hours or 19.125 shifts)
24-Hour personnel = 15 hours per month
(15 x 12 months = 180 hours or 7 ½ shifts)

- c. After the completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133rd) full month, employees shall accrue vacation as follows:

Day shift personnel = .0936 hours per straight-time hours paid
(.098 x 2,080 annual hours = 204 hours or 25.5 shifts)
24-Hour personnel = 20 hours per month
(20 hours x 12 months = 240 hours or 10 shifts)

- d. After the completion of fifteen (15) years of continuous employment starting with the one hundred eighty-first (181st) full month, employees shall accrue vacation as follows:

Day shift personnel = .1123 hours per straight-time hours paid
(.1178 x 2,080 annual hours = 245 hours or 30.625 shifts)
24-Hour personnel = 24 hours per month
(24 hours x 12 months = 288 hours or 12 shifts)

Section 18.2 – Limits on Accumulating Vacation Leave and Cash Out

Vacation leave accumulation shall be limited to a twenty four (24) month accrual at anytime. Any unused vacation leave may be cashed out by the employee under the following conditions:

Day Shift Personnel: To be eligible to cash out vacation hours the following conditions must be met:

- a. You must have taken one (1) week of vacation in the past calendar year, or provide justification for work related impacts that have prevented vacation use in the past twelve (12) months.
- b. Your sick leave usage in the previous twelve (12) months cannot have exceeded forty (40) hours.
- c. Cash out hours cannot exceed fifty (50%) percent of hours accrued annually and must be available at the time of cash out.
- d. Once you have been notified that you have reached your vacation hours maximum, complete and turn in the Vacation Hours Cash Out form to your supervisor.

Suppression Shift Personnel: To be eligible to cash out vacation hours the following conditions must be met:

- a. You must have taken four (4) twenty four (24) hour shifts of vacation in the previous twelve (12) months.
- b. Cash out hours cannot exceed fifty (50%) percent of hours accrued annually and must be available at the time of cash out.
- c. Your sick leave usage in the previous twelve (12) months has not exceeded three (3) twenty four (24) hour shifts.
- d. Complete and turn in the Vacation Hours Cash Out form and submit it to your supervisor.
- e. Union/Management will not tolerate abuse of this policy.

Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of vacation leave.

Section 18.3 – Scheduling of Vacation Leave

At any time after the successful completion of six-months continuous employment, employees 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 Fire Chief or designee as defined in the Fire Department Procedure Manual. Seniority rights shall apply in scheduling vacation.

Additionally, requests for approval of vacation schedules shall be made to the Fire Chief or his/her designee as stipulated in the Fire Department Procedure Manual. While vacation scheduling guidelines are established by the referenced procedure, the final approval discretion regarding specific vacation schedules rests with the Fire Chief or his/her designee. Payment for vacation leave may be made only to the extent of unused vacation accruals at the time of the leave.

ARTICLE 19 - HOLIDAYS

Section 19.1 – Designated Holidays and Eligibility

The following holidays shall be granted with pay limited to all DAY shift firefighters:

<u>Holiday</u>	<u>Normal Date of Observance</u>
New Years Day	January 1
Washington’s Birthday	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Fourth Friday of November
Christmas Day	December 25

Four (4) Floating Holidays	2 Port-designated 2 Employee-designated (one in lieu of Martin Luther King's Birthday – May be taken after January 15 each year)
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Time off in lieu of holidays shall be scheduled at a time the employer finds most suitable after considering the wishes of the employee and the requirements of the department.

Members assigned to day shift during the first quarter of the year and expected to be assigned for at least the duration of the year shall be eligible for all four floating holidays. Members assigned to day shift after the first half of the payroll year shall receive one employee designated floating holiday.

Members who are expected to be assigned away from day shift during the year shall be eligible for a proportionate number of floating holidays. It is not the intent of this language to work any Port employee on a Port designated holiday.

Section 19.2 – Overtime Application

In addition to eight (8) hours holiday pay, DAY shift firefighters who work in the holiday will also receive time and one-half for hours worked.

Section 19.3 – Day of Observance

When a holiday falls on a Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the preceding Friday will be observed.

Section 19.4 – Personal Holiday

At least 24 hours advanced notice and the Fire Chief or his/her designee's approval is required for the personal holiday. Eligibility for the personal holiday is not established until after the first six (6) months of employment. An employee shall receive no extra pay for not taking a personal holiday, unless directed by the Fire Chief to work on the day scheduled and no other day off can be scheduled before year-end. A terminated employee shall not receive pay for a personal holiday not taken prior to the last day worked. (Also see Section 19.1 for language on pro-rated eligibility.)

Section 19.5 –Day Shift Holidays

For employees who are working flexible or 4/10 schedules and a holiday occurs on the employee's normal day off, that normal day off will be treated as a weekend holiday and designated on either the first or last day of the said employee's work week depending on when the holiday occurs.

ARTICLE 20 - BEREAVEMENT/EMERGENCY LEAVE

Section 20.1 – Bereavement Leave

At the discretion of the Fire Chief, from one (1) to five (5) days for day shift personnel, or from one (1) to three (3) shifts for 24-hour personnel per bereavement which shall not result in compensation for more than the number of hours in any normal workweek may

be granted to employees who have been employed for thirty or more days of uninterrupted service and who have suffered the loss by death of a member of their immediate family. Immediate family is defined as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, and grandparents or as agreed to by the Fire Chief. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee.

Section 20.2 – Emergency Leave

Should a serious illness, injury, or other emergency occur in the employee’s immediate family requiring his/her presence, the employee may be granted leave without loss of pay in accordance with policy 411.

ARTICLE 21 - TIME OFF FOR APPOINTMENTS

After completing their probationary period, employees who are scheduled to work 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 Fire Chief or his/her designee may authorize time off for not more than twelve (12) hours each during a calendar year. Employees who do not work a forty (40) hour schedule are expected to arrange personnel appointments during their shift time off.

A member must work on a day shift assignment for a minimum of two months prior to applying for time off. Members being transferred to day shift with prior appointments shall be given reasonable consideration.

ARTICLE 22 - EDUCATIONAL REIMBURSEMENT & APPENDIX “A”

Section 22.1 – Required Job-Related Course Work Requested by Department Management

When directed by departmental management, the cost of course work or training related specifically to improvement of job situation shall be paid for entirely by the Port.

Section 22.2 – Employee Initiated Requests for Job-Related Course Work

Upon completion of the probationary period for employees enrolled in training or course work specifically related to improvement of job situations within the department, only the tuition costs for such instruction shall be reimbursed on the following basis:

- a. Approval prior to commencing course was obtained in writing from departmental management.
- b. The course was completed with a grade “C” or better.
- c. The tuition bill is to be submitted to the Port to verify tuition costs as an attachment to the employee’s expense claim form
- d. The reimbursement rate, limited to tuition only, is 50% for employees with seniority status up to four (4) years of continuous employment and 75% after four (4) years of continuous employment.

- e. Employees requesting outside training, securing expenditure of Port funds, may at the discretion of the Fire Chief, be required to reimburse the Port should they fail to attend.
- f. Subject to the other applicable provisions of this section, Haz-Mat II training shall be reimbursed at 100%.

Section 22.3 – Educational Incentives

To provide fire department personnel the opportunity to be compensated for self-improvement and to provide the Port and community with better qualified and trained personnel, employees who have earned a degree from an accredited college shall receive a differential of 2% of said employees rate.

Additional education incentive shall be paid for job related degrees, which are designated as: Fire Command Administration, Fire Science, Fire Technology, Fire Investigation, Business, Public Administration, or other fire service related degrees from accredited colleges or universities as determined by the Fire Chief.

It is the intent of the education incentive that the members will receive the maximum benefit of student to student and student to instructor interaction through classroom attendance. Remote or “on-line” degree programs are subject to review and must be approved by the Fire Chief.

Incentives:

- Any accredited Associates Degree +2%
- Fire Service Associates Degree +1% (3%)
- Fire Service related to BA or BS Degree +2% (4%)
- Fire Service related to Masters Degree +4% (6%)

ARTICLE 23 - MILITARY LEAVE

Military leave shall be provided as stated in the Port of Seattle “Wage and Benefit Resolution - #2810” Section 5, in accordance with RCW 38.40.060. Employees shall convert to a five (5) day, (8) hour workweek for the duration of the Military Leave.

ARTICLE 24 - INSURANCE

The following insurance coverage’s are to be provided as mutually agreed to for LEOFF I and LEOFF II employees and for their dependants.

Section 24.1 – Medical

Association of Washington Cities – Plan A – (includes coverage for LEOFF I employees under Washington Physicians Service; coverage for LEOFF II employees and dependants of both LEOFF I and LEOFF II under either Washington Physicians Service or Group Health.

Section 24.2 – Dental

Association of Washington Cities – Plan F – (includes coverage for LEOFF I and LEOFF II employees and their dependants under Washington Dental Services)

Section 24.3 – Life Insurance

Association of Washington Cities – Plan C – (includes coverage for LEOFF I and LEOFF II employees in an amount equal to 2X their annual salary, and coverage for spouses in the amount of \$1,000 and for each dependant in the amount of \$1,000)

Section 24.4 – A.D. and D (Accidental Death and Dismemberment)

Association of Washington Cities – Plan C – (coverage included as a rider under the Life Insurance policy)

Section 24.5 – L.T.D. (Long Term Disability)

Effective on the first of the month following the signing of this agreement, the “revised premium plan” provided by Standard Insurance Company

Section 24.6 – Maintenance of Benefits

Effective January 1, 2008, 2009 and 2010, the Port agrees to pay 100% of the premiums for insurance benefits listed under Sections 24.1 through 24.5

Section 24.7 – Alternate Insurance

- a. The Port agrees to discuss and consider in good faith any alternate insurance plans the Union may submit to the Port during the term of this agreement.
- b. The parties agree and understand the Port continues to maintain the unilateral right to select the carrier unless it is mutually agreed otherwise.
- c. It is intended that any insurance change will not increase the Port’s cost in effect at the time of the good faith discussions contemplated above.

Section 24.8 – Port of Seattle Firefighter’s Retirement Fund

The Port agrees to sponsor the Port of Seattle Firefighter’s Retirement Fund, that will be directed by representative(s) of the Port and Union, and to contribute the following:

The above rate shall be one dollar and fifteen cents (\$1.15)

The Port shall contribute six and two tenths percent (6.2%) of the Taxable Wage Base on behalf of the members of the bargaining unit up to the annual maximum limits for Social Security to the Port of Seattle Firefighter’s Retirement Fund, in lieu of Social Security. If the percentage contribution for Social Security changes during the term of this agreement, the Port’s percentage contributions to the Fund would change accordingly.

Section 24.9 – Eye Care Coverage

The Port shall pay up to twenty-five dollars (\$25.00) towards the AWC Vision Service Plan (Premium, no deductible plan).

ARTICLE 25 - UNIFORMS AND PROTECTIVE CLOTHING

All uniforms as required by the Port of Seattle Fire Department Rules and Regulations, Policy and Procedures, and protective clothing and equipment as required by the Washington State Vertical Safety Standards for Firefighters and FAA regulations, and bed linen, shall be supplied, cleaned, and maintained at no cost to the employee. Problems with uniforms will be referred to the uniform sub-committee.

ARTICLE 26 - PHYSICAL FITNESS PROGRAM - OPEN

All employees shall participate in the established, mutually agreed upon, mandatory Fire Department Physical Fitness Program most recently modified in November 1989. The Physical Fitness Program shall be designed to insure the employee's physical fitness to perform their duties. Disciplinary action in connection with the Physical Fitness Program shall be taken only with event employees fail to participate in the program as prescribed. The Port will provide the facilities and equipment necessary to maintain the program.

ARTICLE 27 – PHYSICAL CAPACITY EVALUATIONS REQUIREMENTS

A physical capacity evaluation (PCE) is defined in WAC 296-23-220 as “a performance-based evaluation that assesses worker's physical functions and relates these to performance potential for work-related activity. Evaluations are conducted by a licensed physical or occupational therapist.” The Port may require a PCE in a return-to-work case if the treating doctor is reluctant to provide authorization for a full release after the job analysis has been reviewed. The Port's Workers Compensation Program will be responsible for scheduling of all PCEs. The Fire Department will be responsible for all costs related to the PCE.

ARTICLE 28 - SAVINGS CLAUSE

In the event of invalidation of any part or provision of this agreement under this article, the parties shall negotiate in good faith to modify the part of provision to the degree possible to comply with law.

ARTICLE 29 - DEFERRED COMPENSATION

Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 13) or to any other provisions of this Labor Agreement or to negotiation by the Union.

ARTICLE 30 - CHANGES IN WORKING CONDITIONS

The Port assures the Union that its intension in executing this Agreement is not to make significant changes in existing working conditions granted to employees because such conditions are not specifically identified in this agreement. Any such changes shall be made within the provisions of applicable state law.

ARTICLE 31 - SCOPE OF AGREEMENT

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.

ARTICLE 32 - STRIKES AND LOCKOUTS

In recognition of the Port's status as a municipal corporation, no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Union shall not cause or condone any strike, picketing, work stoppage, slowdowns, or other interference in any way with normal Port operations. Willful violation of this article by any employee shall result in immediate dismissal.

ARTICLE 33 - EMT (EMERGENCY MEDICAL TECHNICIAN CERTIFICATION)

Effective 1980 with Recruit Class 80-3, all employees hired shall maintain EMT status as a job condition with the exception of Captain and Firefighter/Mechanic. The following provisions shall apply:

- a. The Port agrees to pay all costs for certification and re-certification. If the employee fails the second re-certification class, all additional costs shall be borne by the employee.
- b. The employer shall provide to the employee continuing on-going education, scheduling of classes, and current status of the expiration date of their EMT status.
- c. Failure to maintain a valid EMT certificate shall result in a two-step reduction in pay until such time as the employee re-establishes certification. Failure to re-certify after taking the basic EMT course will be cause for termination.

ARTICLE 34 - DURATION OF AGREEMENT AND EFFECTIVE DATE

All conditions of this Agreement shall be effective on the date the Agreement is signed or as otherwise stipulated in the terms of this Agreement. All provisions of this Agreement shall extend from effective date to **December 31, 2010**, and from year to year thereafter, provided, however, that the Agreement may be opened by either party giving notice in writing not later than sixty (60) days prior to the expiration date. The new agreement shall be effective on the first day of January of each year unless mutually agreed to the contrary.

SIGNED THIS _____ DAY OF _____, 2007.

Tay Yositani, Chief Executive Officer
Port of Seattle

Billy Jones, President
International Association of Firefighters, Local 1257

Vice-President
International Association of Firefighters, Local 1257

Secretary
International Association of Firefighters, Local 1257

Chief Mandella, Port of Seattle

APPENDIX “A”
PAY RATES

1. WAGES:

- a. **Effective January 1, 2008*** - Base wage rates for Firefighter “A” shall be increased by 7%:
- b. **Effective January 1, 2009*** - Base wage rates for Firefighter “A” shall be increased by 6%:
- c. **Effective January 1, 2010*** - Base wage rates for Firefighter “A” shall be increased by 6%:

	Base Rate Effective	5.5% Holiday	9% Work Sched.	15% Work Sched.
<u>Classifications</u>	<u>01/01/2008</u>	<u>Differential</u>	<u>Differential</u>	<u>Differential</u>
Captain	\$7,480.00	\$7,891.00	\$8,153.00	\$8,602.00
Lieutenant	6,620.00	6,984.00	7,215.00	7,613.00
Training Chief	8,205.00	N/A	8,943.00	N/A
Firefighter Mech.	7,323.00	N/A	7,981.00	N/A
Firefighter “A”	5,858.00	6,180.00	6,385.00	6,736.00
Firefighter “B”	5,321.00	5,613.00	5,799.00	6,119.00
Firefighter “C”	4,910.00	5,180.00	5,351.00	5,646.00
Firefighter “D”	4,612.00	4,865.00	5,027.00	5,303.00
Firefighter “E”	4,373.00	4,613.00	4,766.00	5,028.00
Alarm Insp.	5,858.00	N/A	6,385.00	N/A

2. COST OF LIVING INCREASES:

- a. *When using Cost of Living indexes the Seattle, Tacoma, Bremerton CPI-U will be used.*
- b. **Joint Evaluation Committee**
It is agreed that the parties will establish a Joint Evaluation Committee. The Committee shall be used to evaluate and recommend internal and external relationship of jobs within the bargaining unit. The Committee will help identify the nature and diversity of tasks to incorporate the principles of a compensation strategy for future use. Using criteria such as but not limited to market, geographical area, Fire Departments of like size, job complexities, repetition of calls, degree of training, Departments that require CFR, Haz-Mat, EMT and other job requirements similar to the Port Fire Operations, if available, to do so.
It is agreed between the Port and the Union to use the following comparable: the cities of Seattle, Tacoma, Renton, Bellevue, Tukwila, Kirkland and Auburn.

3. WAGE ADJUSTMENTS

- a. Increase from E to D: Firefighters shall be granted a one-step salary increase from E to D, after satisfactorily completing the approved Port Recruit training program (approximately 12 weeks). Satisfactorily work performance shall be documented in a performance review prior to such increase.
- b. Increase from D to C: Firefighters performing satisfactorily shall receive a promotional increase one year from date of hire from D to C, on a single-step salary schedule as shown in "Wages". Satisfactory performance shall be documented in a performance review and satisfactory completion of testing based on adopted performance standards is required. Employees shall be considered on probationary status from date of hire until the one-year promotion to C firefighter.
- c. Increases from C to B to A: Firefighters performing satisfactorily shall receive a promotional increases after each twelve (12) months from C to B to A, on a single-step salary schedule as shown in "Wages". Satisfactory performance shall be documented in a performance review prior to each such increase. Satisfactory completion of adopted training performance standards and the recommendation of their supervisor is required for all employees.
- d. Training Chief Base Rate: Shall be 140.07% of Firefighter "A" base rate
- e. Captain Base Rate: Shall be 127.69% of Firefighter "A" base rate
- f. Firefighter/Mechanic Base Rate: Shall be 125% of Firefighter "A" base rate.
- g. Lieutenant Base Rate: Shall be 113% of Firefighter "A" base rate
- h. Alarm Inspector Base Rate: Shall be 100% of Firefighter "A" base rate
- i. Firefighter "B" Base Rate: Shall be 90.83% of Firefighter "A" base rate
- j. Firefighter "C" Base Rate: Shall be 83.82% of Firefighter "A" base rate
- k. Firefighter "D" Base Rate: Shall be 78.73% of Firefighter "A" base rate
- l. Firefighter "E" Base Rate: Shall be 74.65% of Firefighter "A" base rate

4. LONGEVITY

After five (5) years active employment have been completed since date of hire, employees covered under this agreement shall receive a rate of pay equal to the current rate in effect for that position plus a longevity adjustment equivalent to the following:

- 5 – 9 years 2% of Firefighter "A" base rate
- 10 – 14 years 4% of Firefighter "A" base rate
- 15 – 19 years 6% of Firefighter "A" base rate
- 20 – 24 years 8% of Firefighter "A" base rate
- 25 – 29 years 10% of Firefighter "A" base rate
- 30 plus years 12% of Firefighter "A" base rate

The addition of the longevity adjustment to a classification base rate creates a specific employee's rate. This employee's rate is used when computing the holiday or day shift differentials or the EMT, De-Fib, Haz-Mat, or Education premiums.

5. DIFFERENTIALS

- a. Holiday Differential for 24-Hour Shift Employees: An employee assigned to a 24-hour shift schedules shall receive a differential of 5.5% of said employee's rate during such assignment. This 5.5% differential is in lieu of days off for holidays.
- b. Work Schedule Differential for Permanent Shift Employees: An employee assigned permanently to a day shift schedule shall receive a differential of 9% of said employee's rate.
- c. Work Schedule Differential for Rotational Day Shift Employees:
 - 1) The first two-year term: 9% of said employee's rate
 - 2) The second consecutive two-year term: 15% of said employee's rate
 - 3) Members can request a four-year assignment on initial transfer at 15% of said employee's rate
 - 4) Those who are presently serving with at least two years in the position can be eligible for 15% for the next two-year assignment.
 - 5) With the exception of 4 above, after four consecutive years assigned, and other members apply for the position, they must rotate out. If no others apply for the position, the current member may stay for another two-year term if they choose, at the 15% rate.
- d. Premium for "Emergency Medical Technician" (EMT) / D-FIB Assignment:
 - 1) A qualified Firefighter assigned to Emergency Medical Technician duty shall receive a premium equivalent to 7% of said employee's rate during such assignment per twenty four (24) hour tour. No more than two (2) Firefighters shall be assigned to EMT duty at one time during a twenty four (24) hour tour.
 - 2) A qualified Lieutenant assigned to the Emergency Medical Technician duty shall receive a premium equivalent to 2.5% of said employee's rate. No more than six (6) Lieutenants (two per shift) maximum per month.
- e. Premium for "Hazardous Materials" (Haz-Mat) Assignment: Effective January 1, 1990, a qualified Firefighter or Lieutenant assigned to the Hazardous Materials Team shall receive a premium equivalent to 2% of said employee's rate during such assignment. No more than 36 employees shall be assigned to the Haz-Mat team at one time. An employee who is absent from work for three or more consecutive shifts as a result of a disability or leave without pay shall not continue to receive the Haz-Mat premium. In the event of such absence, a qualified employee working as a replacement shall receive the Haz-Mat premium. The Haz-Mat premium shall be provided to the qualified working replacement starting at the beginning of the fourth shift of such absence.
- f. Medicare Exemption Premium: Effective March 2, 1997, the Port will pay an amount equal to 1.45% of the employees' Taxable Wage Base to employees hired prior to April 1, 1986. This payment represents the money's formerly paid by the Port for the employees Medicare contribution. This contribution is no longer necessary as a result of the

Union's referendum on February 26, 1997, removing its members from Social Security and Medicare coverage. Such payment will be considered supplemental, and will not be considered part of the employees' base wage. Resulting from the Firefighters' February 26, 1997 referendum electing to discontinue participation in Social Security, the parties agree that refunded portions of the Port's past contributions, on behalf of each employee to Social Security and Medicare, will be disbursed to each employee. Employees hired on or after April 1, 1986 shall be subject to Medicare coverage.

- g. Premium for Driver/Engineer Assignment:
A qualified firefighter assigned to driver/engineer shall receive a premium equivalent to four (4%) of said employee's rate during such assignment per twenty four (24) hour tour. Total number of driver/engineers will be twelve (12) with four (4) on each shift. (4% premium pay for personnel driving ARFF and/or fire engine vehicles during a 24 hour shift. Driver/engineers will have completed a driver/engineer training program provided by the training division.)
- h. Firefighters assigned to Technical/Rope rescue will receive a premium pay of +2%. Twelve (12) Firefighters shall be eligible for this premium divided equally amongst the suppression shifts (4 per shift). Lieutenants and Firefighters must complete Technical/Rope rescue certification compliant with current NFPA's. Firefighters must choose either Haz-Mat or Tech/Rope Rescue pay, but not both. Lieutenants may receive pay for both Haz-Mat and Tech/Rope Rescue.
- i. Out of Classification Pay:
 - a. Lieutenant: When an employee who is classified as a Firefighter is temporarily detailed to perform all duties of a Lieutenant for twelve (12) hours or more on a twenty four (24) hour shift schedule or eight (8) hours on a forty (40) hour weekly schedule, such employee shall be paid the base rate, and any premiums, if applicable, of the Lieutenant classification for the hours worked at the hourly rate.
 - b. Captain: When an employee who is classified as a Lieutenant is temporarily detailed to perform all duties of a Captain for twelve (12) hours or more on a twenty four (24) hour shift schedule or eight (8) hours on a forty (40) hour weekly schedule, such employee shall be paid the base rate, and any premiums, if applicable, of the Captain classification for the hours worked at the hourly rate.
- j. Bi-Weekly Pay: Effective January 1, 2005, employees shall be paid on a biweekly basis.

APPENDIX “B”
DUTY DISABILITY SUPPLEMENT
SUBSTITUTE HOUSE BILL NO. 1010

An ACT relating to disability leave supplement for law enforcement officers and firefighters: amend RCW 41.04.510; repealing Section 9, Chapter 482, Laws of 1985 (uncodified); and declaring an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Section 1, Section 3, Chapter 462, Laws of 1985 and RCW 41.04.510 are each amended to read as follows:

The disability leave supplement shall be paid as follows:

- 1) The disability leave supplement shall begin on the sixth (day of absence from work caused by) calendar day from the date of the injury or illness which entitles the employee to benefits under RCW 51.32.090. For the purpose of this section, the day of injury shall constitute the first calendar day.
- 2) One-half of the amount of the supplement as defined in RCW 41.04.505 shall be charged against the accrued paid leave of the employee. In computing such charges, the employer shall convert accumulated days, or other time units as the case may be, to a money equivalent based on the base monthly salary of the employee at the time of the injury or illness. “Base monthly salary” for the purposes of this section means the amount earned by the employee before any voluntary or involuntary pay deductions, are not including overtime pay.
- 3) One-half of the amount of the supplement as defined in RCW 41.04.505 shall be paid by the employer.

If an employee has no accrued paid leave at the time of an injury or illness which entitles him to benefit under RCW 51.32.090, or if the accrued paid leave is exhausted during the period of disability, the employee shall receive only that portion of the disability leave supplement prescribed by subsection (3) of this section.

Section 1, Section 3, Chapter 462, Laws of 1985 (uncodified) is repealed.

NEW SECTION, Section 3: This act is necessary for the immediate preservation of the public peace, health, or safety, or support the state government and its existing public institutions, and shall take effect immediately.

APPENDIX C
DRUG TESTING
SUBSTANCE TESTS

PREAMBLE

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Local 1257 Firefighters Negotiating Committee shares the concern expressed by many over the growth of substance abuse in America society.

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

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

As referred to herein, employee shall mean entry-level probationary employee.

- a. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- b. Preconditions to Drug Testing: Before any entry-level probationary employee may be tested for drugs, the Port must meet the following prerequisites:
 1. Entry-level probationary employees in the bargaining unit must be clearly informed of what drugs or substances are prohibited by the Port.
 2. The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
 3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
- c. The Department shall also have the discretion in order and entry-level probationary uniformed employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry-level probationary period. These tests will be conducted in the following manner:
 1. Tests will be administered to each entry-level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
 2. Entry-level probationary employees shall only be tested while on duty.
 3. The providing of a urine sample will be done in private.

4. Obtaining of urine samples shall be conducted in a professional and dignified manner.
5. A portion of urine samples shall be preserved to permit the following:
 - a. Positive samples shall be tested a GC/MX test.
 - b. A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

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

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

- d. Testing Mechanisms: The following testing mechanisms shall be used for any drug tests performed on entry-level probationary members of the Department:
 1. It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such test to take such steps as checking the color and temperature of the urine sample 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 determine 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 immediately labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged conditions with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.
 3. Any screening test shall be performed using the enzyme immunoassay (EMIT) method.
 4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a reasonable accessible at a reasonable cost, such test shall be used in place of the GC/MS test if required 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 and millimeter. All positive test results must be reviewed by the certifying scientists or laboratory director and certified as accurate.
- e. Procedures to be used when samples are given: The following procedures shall be used whenever an employee is required 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 samples 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 the 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 employer's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
 3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientists or laboratory director and certified as accurate.

4. When a urine sample will be given 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 in a 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 separated 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 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 sample shall be documented to establish procedural integrity and a chain of evidence. AL sample deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.
- f. Consequences of positive test results
1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any discipline procedures are invoked as specified in Section (E) (7).
 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.
 3. Disciplinary measures including discharge shall not be subject to the grievance procedure during the first twelve (12) months of employment.
- 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 discounted. 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.

h. Union hold harmless

The Union and the Port acknowledge that this drug-testing program is solely initiated at the behest of the Port. The Port shall be solely liable for any legal obligations and costs arising out of the provisions and/or applications of this collective bargaining agreement relating to drug testing.

The Union shall be held harmless for the violation of any worker rights arising from the drug-testing procedures.

APPENDIX “D”

Re: Employee Assistance Program; Drug/Alcohol Rehabilitation; Post Rehabilitation Testing

It is Port policy to first recognize and communicate that alcoholism and drug abuse are treatable diseases, and Port management will extend the same consideration and assistance to employees needing help for the diseases as it would to employees needing other medical aid, when the employee comes forward and requests assistance.

However, the Fire Department and Local 1257 recognize illegal drug usage as a threat to the public welfare and the employees of the department. Thus, the Fire Department will take the necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this letter of agreement to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs whenever possible.

The issue that must be faced and dealt with its impact of the practice of using illegal or performance-altering substances on the right to serve the public in an occupation where proper performance is a matter of life and death, not only of the user, but of those the user serves, and of those who serve with the user.

As stated in Port of Seattle Policy HR-17a: “the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and will result in termination of employment.”

In addition, it is Port management’s and Local 1257’s position that being in the workplace in a condition of impairment due to abuse away from the workplace, on or off duty, constitutes gross misconduct due to the critical nature of the job.

Gross misconduct also applies to employees who are legally convicted of abuse off duty and away from the workplace.

Employees are therefore encouraged to access the Port’s Employee Assistance Program (EAP) or other sources of assistance before drug or alcohol use jeopardizes job performance. In cases of deteriorating job performance, referral to the EAP may be required as part of a correctional plan.

Counseling, referral, and other treatment services are provided through the Employee Assistance Program described in Port Policy HR-17c (copy attached). Such assistance will be offered on a confidential basis and use of the EAP will never jeopardize an employee’s job.

Clearly stated, if an employee comes forward requesting rehabilitation, the Port will provide rehabilitation services. If the employee is caught in a prohibited activity without coming forward, he/she is subject to termination. Rehabilitation for first-time users is done at Port expense and time. Additional rehabilitation, if offered by the Port must be done on employee-accrued time and through the individuals insurance or at his/her own expense.

Confidentially means that specific test results (other than pass/fail) are confidential. An individual's statement of confession, etc., is not confidential because of the "qualified privilege" for a supervisor or manager to pass the information up in the organization. The Local 1257 President will be notified continually of employee access to protection under the contract agreement.

All parties agree that post rehabilitation testing is an important and necessary element of recovery. As suggested by the Federal Government, all rehabilitation program employees will be subject to mandatory testing for a period specified in the individual employee's "Contract for Continued Employment."

Any or all of the testing methods listed below may be employed in the "Post Rehabilitation Testing Program":

- Random Testing: A program of periodical testing must be at least once per year per individual to be an effective deterrent without scheduling and without pattern.
- Reasonable Suspect Testing: "Reasonable suspicion" means when a reasonable person has cause to suspect a person due to behavior, testing is directed. The Fire Chief reviews the facts upon which the reasonable suspicion is based to ensure the necessity of the employee's screening. Prior to ordering employees to submit to substance screening, the Chief consults with the Human Resources Department to determine if the information is sufficient to require the test. Situations that might be included in reasonable suspicion testing are as follows:
 - Observation of alcohol or drug use during work hours
 - Appearance of an impaired physical or mental state: This includes incoherent or irrational behavior, marked changed in personality, problems not attributable to other factors.
 - Receipt of information from a reliable source, which indicates the employees has been involved in the purchase or sale of drugs, the use of drugs or alcohol, or abuse that impacts the workplace.
 - Demonstration of suspicious behavior indicating the employee is under the influence of alcohol or drugs, suffers from substance abuse, or is in violation of Port or departmental rules concerning the use of such substances. Anonymous information is sufficient grounds to establish reasonable suspicion and is not accepted for such purposes.
- Accident Testing: Automatic testing in the event of a vehicle accident in the workplace involving injury or damage to property.

The Port of Seattle and Local 1257 emphasize rehabilitation. This is accomplished by the administering a "Contract for Continued Employment" for all members entering into an EAP involving substance abuse. The "Contract" requires the employee to complete the EAP, submit to a "post rehabilitation testing program" during the contract period. Failure to meet these conditions results in termination. Depending on the case's severity, this contract can be in effect from a minimum of one year up to the duration of employment.

The level of administrative action also depends on the employee's past performance, history of substance involvement, the time elapsed since the last incident, and excessive absenteeism.

An employee is rehabilitation; or port rehabilitation and under a “Contract for Continued Employment” with a confirmed positive result on a test under the Post Rehabilitation Program will be recommended for appropriate discipline up to and including termination.

When an employee refuses a test, a superior directly orders the employee to submit. Also, a warning is given, which states refusal to comply will result in the Port treating the refusal as a positive test results.

Port of Seattle Fire Chief _____ Date _____

President, Local 1257 _____ Date _____

ATTACHMENT NO. 1

CONTRACT FOR CONTINUED EMPLOYMENT

BETWEEN _____

AND THE
PORT OF SEATTLE FIRE DEPARTMENT

WHEREAS, _____ has been charged with a prohibited activity in the workplace related to illegal or controlled substances; and

WHEREAS, the Port of Seattle Fire Department and _____, wish to resolve amicably the issues raised by recommended disciplinary action and related events.

It is hereby stipulated and agreed:

1. _____ will be suspended for a period of _____ for violation of Port of Seattle and Fire Department policies against the use of controlled substances and/or alcohol.
2. _____ will remain in a Port of Seattle Employee Assistance Program (EAP) until completion of all requirements of the program. He/she agrees to comply with all directives, requirements and conditions that may be imposed by the EAP.
3. _____ agrees that any information concerning him/her which is available to the EAP will also be made available, upon request, to the Fire Department. The EAP will provide the Fire Department will regular reports on _____'s progress and notify the Department should _____ fail to comply with any requirement of the EAP.
4. Before returning to work from his/her suspension, _____ will provide the Fire Department with copies of all prescriptions for drugs that he/she is presently taking pursuant to a doctor's instructions. _____ also agrees to provide the Department with copies of any prescriptions he/she may be issued within the time period specified by the duration of this contract.
5. Prior to _____'s return to duty, he/she must have a release from the Employee Assistance Program and undergo and pass a toxicology exam (drug/alcohol screen test) administered at the direction of the Port of Seattle and Fire Department.
6. For a period of _____ from the date of this Agreement, _____ will be required to submit to a "post rehabilitation testing program" as directed by the Port of Seattle Fire Department Administration. This period of time constitutes the duration of the contract.

7. All toxicology exams will be conducted by a qualified testing agency selected as previously agreed upon in the current bargaining agreement between Local 1257 and the Port of Seattle. The testing process shall follow specific direction as specified in the contract.

8. Results of all tests required in this Agreement will be sent to the Fire Department. A confirmed positive test result for the presence of any drug/alcohol for which _____ has not already provided a prescription will be deemed a violation of the terms of this Agreement. A refusal to submit to any test as ordered will be deemed the equivalent of a confirmed positive test result.

9. Any violation of the conditions of this Agreement will result in his/her immediate termination from his/her position with the Port of Seattle Fire Department.

10. In consideration of the above agreement to continue employment, _____, for his/her heirs, executors, and forever discharges the Port of Seattle, and the Fire Department, Local 1257, their agents, employees, successors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, damages, costs, loss of service, attorneys' fees, expenses and compensation whatsoever, which he/she now has or which may hereinafter accrue on account of, or in any way growing out of any known or unknown, foreseen and/or unforeseen injuries, damages and the consequences thereof, arising from his/her recommended disciplinary action and related events.

11. The parties agree and state that no promise, inducement or agreement not expressly contained herein has been made, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not mere recital.

12. The parties have read the foregoing Agreement and fully understand it.

13. This agreement has been negotiated and approved by Local 1257 of the International Association of Firefighters on behalf of the employee.

14. The contract for continued employment will be maintained in the individuals official employee file only.

Port of Seattle Fire Chief _____ Date _____

Port of Seattle Employee _____ Date _____

APPENDIX “E”

If it is the intention of the Port of Seattle to do a feasibility study on providing a “First Aid Facility” in the Airport’s Main Terminal to serve the traveling public, then Local 1257 would like to participate in that process.

Local 1257 should have the right to participate in any and all studies in providing first aid to the public, as we are the first line providers of emergency medical care on the Airport’s facilities. This shall be done to not only protect the Port of Seattle Fire Department and this Local, but to protect the greater interest of the Port.

APPENDIX “F”

WASHINGTON STATE FIREFIGHTER’S JOINT APPRENTICESHIP TRAINING COMMITTEE PROGRAM (JATC)

It is the intent of both the Port of Seattle and Local 1257 to have new employees enrolled into the Washington State Firefighter

S Joint Apprenticeship Training Program, (JATC) during their first three years as a fire department member. The JATC Program would mirror the firefighter’s journey from Firefighter “D” to Firefighter “A” level and would educate them from Firefighter I, to Firefighter II, and to Airport Firefighter level.

Local 1257 reserves the right to participate in the process with the Port of Seattle to finalize and complete the implementation of the JATC Program to be used within its training program of new employees.

MEMORANDUM OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL #1257
AND
THE PORT OF SEATTLE

Subject: One-Year Contract Extension

The International Association of Firefighters, Local 1257 and the Port of Seattle agree as follows:

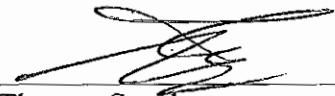
1. Except as provided in this Agreement, all terms and conditions of the 2008-2010 Collective Bargaining Agreement between the parties will remain in effect for the period January 1, 2011 through December 31, 2011.
2. Effective January 1, 2011, base wage rates for Firefighter "A" in effect on December 31, 2010 shall be increased by two and one-half percent (2½%) plus a Cost of Living Adjustment.
3. The Cost of Living Adjustment shall be an amount equal to one hundred percent (100%) of the Seattle-Tacoma-Bremerton CPI-U, August to August, with a two percent (2%) minimum and a six percent (6%) maximum.

APPROVED this _____ day of _____, 2010.

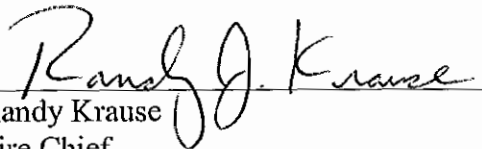
Port of Seattle

Int'l Association of Firefighters Local
1257


Tay Yoshitani
Chief Executive Officer



Thomas Sanchez
President



Randy Krause
Fire Chief



David Jewett
Vice-President