

# **A G R E E M E N T**

**By and Between**



**Port of Seattle**

**And**

**Teamsters Local Union No. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

**REPRESENTING POLICE SERGEANTS**



**Term of Agreement**

**January 1, 2012 – December 31, 2014**

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**PORT POLICE**  
**SERGEANTS' AGREEMENT**

**ARTICLE 1 – PURPOSE OF AGREEMENT**

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

**ARTICLE 2 – UNION RECOGNITION**

The Port recognizes the Union as the sole and exclusive bargaining agent for Port Police Sergeants.

**ARTICLE 3 – UNION SECURITY**

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

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

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

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

#### **ARTICLE 4 – PAYROLL DEDUCTION**

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

4.02 Team Legal Participation. The Port agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Port, the necessary fee, assessments, and regular monthly fees to provide for Team Legal. The Port shall transmit such fees to "Team Legal" once each month on behalf of the members involved.

#### **ARTICLE 5 – BUSINESS REPRESENTATIVE ACCESS**

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

#### **ARTICLE 6 – BULLETIN BOARD**

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

#### **ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ARTICLE 8 – MANAGEMENT RIGHTS**

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

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

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

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

- (j) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- (k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

8.03 Incidental Duties Not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

## **ARTICLE 9 – PROBATION**

The probationary period for any employee appointed to the rank of Sergeant shall be for the nine (9) calendar months following such appointment. The probationary period may be extended at the discretion of the Chief of Police (hereinafter referred to as Chief) if the probationary employee has been absent due to bona fide illness or other legitimate reason. If any employee fails, in the judgment of management, to satisfactorily fulfill the responsibilities of the Sergeant's position during the probationary period:

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

## **ARTICLE 10 – DISCIPLINE**

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

10.02 Grievance Procedure – Timing. If an employee claims to have been unjustly discharged, suspended, demoted, or reprimanded, to be timely the case may, within twenty (20) calendar days after the date of such discharge, suspension, demotion or reprimand be referred in writing to Step 2 of the grievance procedure, as outlined in Article 29.05.

**ARTICLE 11 – REDUCTION IN FORCE, RECALL, & SENIORITY**

11.01 Selection Criteria for Reduction in Rank. In the event a reduction in force is required by Port management, those individuals shall be retained as Sergeants who, in the Port management's opinion, are most qualified to carry-on the future work of the organization. Sergeants shall not be laid-off under this Agreement but may be reduced in rank when a reduction in force is implemented. A Sergeant reduced in rank under provisions of this Article shall return to his/her seniority position as a Police Officer, as defined under the provisions of the Port Police Officers' Agreement. Selection for reduction in rank shall primarily be made on the basis of performance and skill; however, length of service shall also be a factor in determining the retention of a Sergeant's position when management evaluates the performance and skill of two (2) or more individuals as equal. In addition, the impact of a reduction in force on affected classes shall be considered in view of the Port's Affirmative Action Plan.

11.02 Restoration of Rank. Employees who are reduced in rank shall receive first consideration for Sergeant vacancies, which may occur within eighteen (18) months of the date of reduction in rank. Selection criteria for order of restoration of rank shall be the same as provided in Section 11.01.

11.03 Notice. In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for reduction in rank at least twenty eight (28) days prior to such action.

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

11.05 Bumping Rights – Layoff In Other Bargaining Units. In the event a layoff at the Port results in a reduction in the number of commissioned officers in a bargaining unit made up of commissioned officers higher in rank, those affected individuals may bump back into this bargaining unit, based upon their seniority in the Police Sergeants' bargaining unit, provided that there is no Sergeant on layoff or reduced in rank with greater seniority.

11.06 Bumping Rights – Demotion From Other Bargaining Units. In the event that the Port demotes any commissioned officer from a bargaining unit made up of commissioned officers higher in rank than Police Sergeant (for a reason other than a reduction in force), the affected individual may return to the Sergeants' unit, based upon his or her seniority in the



Sergeants' bargaining unit, provided that there is no Sergeant on layoff or reduced in rank with greater seniority, and provided that no other Sergeant shall be displaced as a result.

## **ARTICLE 12 – SENIORITY**

12.01 Seniority Applicability. Seniority applications under this Agreement shall be limited to the following:

- a. The provisions of Article 11, Reduction in Force, Recall & Seniority.
- b. Preference for scheduling of vacations and holidays.

Establishment of seniority in connection with reduction in force and restoration of rank as provided in Article 11, shall be based on the date of rank as a permanent Sergeant.

Establishment of seniority for vacation and holiday scheduling preference shall be based on the date of promotion to the rank of Sergeant. Any time spent as a temporary or Acting Sergeant shall not be considered for purposes of establishing seniority within rank. When more than one (1) employee is promoted to Sergeant on the same date, the total combined Sergeants' selection procedure test scores shall be used to establish the relative seniority position within rank.

12.02 Seniority Bidding and Assignment. Watch bids, days off, and vacation scheduling shall be controlled by classification seniority with the senior person having preference.

The Department will endeavor to make all assignment changes consistent with the annual bidding period.

Sergeants who experience changes in assignment for disciplinary reasons outside of the annual bidding period shall be assigned at management's discretion until the next annual bidding period.

A Sergeant whose special assignment/unit is eliminated may exercise his/her seniority for watch placement unless such exercise would disrupt the bids of less senior Sergeants. A Sergeant who voluntarily resigns from a special assignment/unit must select an available open position.

## **ARTICLE 13 – JURY DUTY & HEARING APPEARANCES**

13.01 Jury Duty – Compensation. When an employee is called for and serves on jury duty, that employee shall, during such service period, receive full regular compensation from the Port, less any compensation received from the court for such service (excluding travel,

meals, or other expenses). Port compensation for service on jury duty only applies to absence from regularly scheduled work hours. Employees shall forward their jury duty compensation paid by the court to the Port's payroll section upon return from jury duty and receipt of the compensation paid by the court. Hours compensated for jury duty service will be paid at the straight time rate.

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

13.03 Court/Administrative Hearing Appearances

- A. Subpoenas Required. This Section shall only apply to a Sergeant's appearance to court and/or other administrative hearing, subject to the Sergeant's submission of a valid subpoena, issued by the court or administrative agency, to the Department.
- B. Grievances and Arbitrations Excluded. This Section shall not be construed to include either grievances or arbitrations as defined in Article 29 of this Agreement.
- C. Appearance During On-Duty Shift Extension. When an in-person or telephonic appearance commences on an employee's scheduled shift, and extends after shift completion, the on-duty employee shall be compensated at the overtime rate only for the actual time spent appearing after his/her regular shift.
- D. Appearance While Off-Duty. When an appearance commences while an employee is off-duty, either between regularly scheduled workdays or during regularly scheduled days off, an off-duty employee shall be compensated as follows:
  - 1. In-Person Appearance Between Regularly Scheduled Workdays. Three (3) hours at the overtime rate, or for the actual time spent for each in-person appearance at the overtime rate, whichever is greater. To verify time in excess of three (3) hours spent appearing in-person, an employee shall submit to the Port a time slip signed by an official of the court or administrative agency.

2. In-Person Appearance on Regularly Scheduled Day Off. A minimum of four (4) hours pay at the overtime rate.
  3. Telephonic Appearance. One (1) hour at the overtime rate, or for the actual time spent for each telephonic appearance at the overtime rate, whichever is greater. In the case of a telephone appearance, the time slip will not be signed by an official of the court or administrative agency.
- E. Appearance During Vacation - When an in-person appearance commences on an employee's scheduled vacation day, the employee shall be placed on regular, straight-time pay status and compensated for a full workday, regardless of the time spent on the appearance. In addition, the employee shall have the vacation day restored which was lost due to the appearance.

#### **ARTICLE 14 – BEREAVEMENT LEAVE**

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

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

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

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

#### **ARTICLE 15 – HOURS OF WORK AND OVERTIME**

15.01 Daily Schedule and Days Off for Police Sergeants

- A. Patrol Section; Waterfront Unit. The normal daily schedule and days off for Police Sergeants assigned to the Patrol Section shall be as follows:

The normal schedule and days off for Sergeants assigned to the Patrol Section shall be as follows: The Patrol Section shall be divided into two twelve (12) hour watches (Day Watch and Night Watch), and each watch will be divided into four (4) squads (A1, A2, B1, and B2 on Day Watch; C1, C2, D1, and D2 on Night Watch). Squads A1 and B1 shall work 0500 to 1700 hours. Squads A2 and B2 shall work 0530 to 1730 hours. Squads C1 and D1 shall work 1700 to 0500 hours. Squads C2 and D2 shall work 1730 to 0530 hours. However, a Waterfront Sergeant shall bid to a waterfront squad and shall regularly work 0600 to 1800 hours. These hours at the waterfront may be adjusted upon mutual agreement of a Waterfront Sergeant and management.

Each twelve (12) hours of work shall include two (2) mealtimes and two (2) rest periods. The two (2) mealtimes shall be provided for during the normal workday and they shall be for a period of thirty (30) minutes each. In addition, there shall be one (1) fifteen (15) minute rest period before and one (1) fifteen (15) minute rest period after mealtime provided for in the normal workday.

For Fair Labor Standards Act (FLSA) Section 7(k) purposes, the work period shall be twenty-eight (28) days. During each fourteen (14) day work cycle, each squad, including the waterfront, shall work three (3) consecutive twelve (12) hour days worked, followed by four (4) consecutive days off, followed by four (4) consecutive days worked, followed by three (3) consecutive days off during each fourteen (14) day period. Sunday shall be the "flip" day.

Patrol Sergeants, including those assigned to BDU, shall bid watches and squads during November or December, to be effective as of the first cycle FLSA work period in January, so long as such bids permit a workable distribution of assignments. Openings midterm shall be bid by seniority.

Vacations shall also be bid once each year based on seniority and in accordance with Section 16.01.

By mutual agreement of Management and the Union, special Patrol units can work ten (10) hour shifts, or other agreed to schedules, excluding eight (8) hour shifts.

The Parties agree to re-open this Section to specifically negotiate a limited number of bid ten (10) hour Patrol shifts once staffing increases.

- B. Sergeants in Administration or Investigation. The normal daily schedule for all Police Sergeants who are assigned to administration or investigation will be a ten and a half (10½) hour daily shift to be worked between 0500 and 1900 hours. These Sergeants shall be assigned a work schedule of four (4)

consecutive work days, consisting of Monday through Thursday or Tuesday through Friday. Schedules will be assigned by bid based upon seniority. For Fair Labor Standards Act (FLSA) Section 7(k) purposes, the work period for Sergeants assigned to administration or investigation shall be twenty-eight (28) days.

15.02 Overtime Pay and Exceptions. Except as provided below, hours worked in excess of the normally scheduled workweek, or in excess of the normally scheduled workday, as defined in 15.01, shall be compensated for at the overtime rate of one and one-half (1½) times the rate of pay for the work performed. There shall be no compounding or "pyramiding" of overtime pay. Pay under this provision will be consistent with the requirements of the Fair Labor Standards Act.

Exceptions:

- (a) When an employee is involved in trading days off with another employee which results in work in excess of the normal workweek;
- (b) When the overtime is incurred as a result of travel time which is exempt from payment under the provisions of the Fair Labor Standards Act.

An employee who is mandated to work overtime at a location other than his/her primary duty location will have the option to report to his/her primary duty location to begin the overtime assignment.

15.03 Scheduling of Days Off. The Port shall not change or reschedule days off to prevent payment of overtime. Normal days off at the end of the scheduled week shall be consecutive.

15.04 Trading Days Off. When an employee wishes to trade days off with another employee, such trading of days off shall be subject to management approval and to the following controls and conditions:

- (a) A trade must involve a reciprocal even exchange of days off between two (2) employees, and the traded days must not be more than twenty-eight (28) days apart from each other.
- (b) No more than four (4) days or seven (7) days, depending on the employee's schedule, per pay period may be "traded" by an employee. "Trading" of days off shall be limited to accommodate special and unusual employee needs and shall not be approved on a frequently recurring basis for an individual employee.

- (c) When a "trade" occurs, bi-weekly paychecks will fluctuate to reflect actual hours worked. Time worked in excess of the regularly scheduled hours per week as a result of trading days off shall be paid for at the straight-time rate.

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

15.06 Notice of Schedule Change. Except in emergencies, employees shall be provided with five (5) days' advance notice in the event of a schedule change.

15.07 Comp Time. In lieu of accepting overtime pay for hours worked in excess of the normal workday, or in excess of forty (40) hours in one week, an employee may elect to take compensatory time off under the following conditions:

- (a) One (1) hour of overtime worked provides one and one-half (1½) hours off.
- (b) In advance of performance of overtime work, comp time must be requested by the employee and approved at the sole discretion of management.

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

The present overtime policies and procedures remain as is unless modified as herein.

15.09 On-Call Pay, Pagers and Cell Phones. Sergeants will not normally be required to carry pagers or cell phones. If a Sergeant is specifically assigned "on call," such Sergeant will be required to carry a pager or cell phone, and will be expected to respond and report as soon as possible if called. Sergeants on-call will be compensated at ten percent (10%) of each Sergeant's straight-time hourly rate for all assigned hours. If the on-call Sergeant reports for work during this period, in addition to the on-call pay benefit, other contract benefits apply, including call-back overtime pay. The Sergeant shall no longer receive on-call pay from the time that Sergeant reports for duty.

When reasonably available, a car will be provided to each Sergeant specifically assigned under this section. Sergeants called in from on-call that have not been assigned a car shall be reimbursed for mileage incurred in responding to the call out. In addition, the Port shall provide insurance coverage for officers to the extent that they are required to use their own car in such situations.

The Port of Seattle shall maintain an adequate number of Officers on each specialized team that may require assignment to "on-call" status. A Sergeant shall not be assigned to on-call status more frequently than one (1) period (not to exceed seven (7) consecutive days) during a twenty-eight (28) day FLSA work period.

15.12 Standby Pay. The Port agrees to minimize standby time. Standby time shall be authorized by the Chief or his designee. Beginning and ending times for the standby period shall be established and communicated to the employee prior to placement on standby. If an employee is called back to work, the off-duty premium shall cease, and thereafter normal overtime rules shall apply.

Sergeants on standby are required to remain available through contact by a pager or phone and must be available to work at all times. Upon being called, the Sergeant must respond and report to work immediately, and in any event no later than one hour (forty-five (45) minutes for K-9 Sergeants). Sergeants failing to report to work within one (1) hour (forty-five (45) minutes for K-9 Sergeants) shall be subject to loss of standby pay for the period up to the point at which the Sergeant reports to work and may be subject to further disciplinary action if appropriate.

15.13 On-Call and Standby Assignments. Management reserves the right to determine when and to what extent on-call and standby assignments are operationally necessary. The determination will be based on operational need and will not be made for the purpose of transferring Port law enforcement work outside the bargaining unit.

15.14 Call Back. In the event that overtime which has been specifically authorized by supervisory or command personnel is not an extension at the beginning or end of a normal shift, the Sergeant shall be paid for a minimum of four (4) hours at the overtime rate for the employee's classification or for the actual hours worked at the overtime rate if in excess of four (4) hours. Sergeant initiated overtime due to responding to an incident observed while on his/her way to work or way home after work shall not be considered a call back and shall be compensated at the overtime rate for the lesser of: (a) The time elapsed from the beginning of the overtime to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end of the overtime; or (c) four (4) hours.

Mandatory Overtime. The Parties agree to address Mandatory Overtime in a Conference Board as soon as practicable after ratification of this Agreement.

## **ARTICLE 16 – VACATION**

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

16.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, regular permanent employees (any employee hired from a

Port posting) may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Chief of Police. Seniority shall be considered in accordance with departmental procedures when scheduling vacations, subject to the limitation that one (1) sergeant per squad may be off at any time on bid or non-bid vacation; however, management may authorize variances to this limitation on a case-by-case basis. Normally, requests for approval of vacation schedules shall be made to the Chief on a vacation request form thirty (30) days or more in advance; more notice may be required by the Chief when necessary to provide for proper scheduling of manpower. Non-bid vacation shall not be scheduled around the following "blackout" events: May Day, Memorial Day, Fourth of July, SeaFair, Hemp Fest, Labor Day, Thanksgiving, and the Winter Holiday. The exact blackout days will be determined by October 1<sup>st</sup> of the year preceding the event.

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

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

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

16.03 Rates of Accrual. Vacation leave shall be based on a pro rata share of time worked on a full-time work schedule. Regular permanent part-time employees shall accrue pro rata sick leave based on time worked on less than full-time schedules. Regular, permanent, full-time employees shall earn vacation leave as follows:

- (a) 96 Hours of Vacation: From the first (1<sup>st</sup>) day of employment, to and including the forty-second (42<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eight (8) hours per month of active employment, or the equivalent of up to ninety-six (96) hours per year (8 hours per month X 12 months = 96 hours per year).
- (b) 120 Hours of Vacation: From the forty-third (43<sup>rd</sup>) full month, to and including the seventy-second (72<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of up to one-hundred and twenty (120) hours per year (10 hours per month X 12 months = 120 hours per year).



- (c) 128 Hours of Vacation: From the seventy-third (73<sup>rd</sup>) full month, to and including the one hundred thirty-second (132<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten and sixty-seven hundredths (10.67) hours per month of active employment, or the equivalent of one-hundred and twenty eight (128) hours per year (10.67 hours per month X 12 months = 128 hours per year).
- (d) 160 Hours of Vacation: From the one hundred thirty-third (133<sup>rd</sup>) month, to and including the one hundred ninety-second (192<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to one-hundred and sixty (160) hours per year (13.34 hours per month X 12 months = 160 hours per year).
- (e) 168 Hours of Vacation: From the one hundred ninety-third (193<sup>rd</sup>) full month, to and including the two hundred twenty-eighth (228<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one-hundred and sixty eight (168) hours per year (14 hours per month X 12 months = 168 hours per year).
- (f) 176 Hours of Vacation: From the two hundred twenty-ninth (229<sup>th</sup>) month, to and including the two hundred fortieth (240<sup>th</sup>) month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen and sixty-seven hundredths (14.67) hours per month of active employment, or the equivalent of up to one-hundred and seventy-six (176) hours per year (14.67 hours per month X 12 months = 176 hours per year).
- (g) 184 Hours of Vacation: From the two hundred forty-first (241<sup>st</sup>) full month, to and including the two hundred fifty-second (252<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fifteen and thirty-four hundredths (15.34) hours per month of active employment, or the equivalent of up to one-hundred and eighty-four (184) hours per year (15.34 hours per month X 12 months = 184 hours per year).
- (h) 192 Hours of Vacation: From the two hundred fifty-third (253<sup>rd</sup>) full month, to and including the two hundred sixty-fourth (264<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen (16) hours per month of active employment, or the equivalent of up to one-hundred and ninety-two (192) hours per year (16 hours per month X 12 months = 192 hours per year).

- (i) 200 Hours of Vacation: From the two hundred sixty-fifth (265<sup>th</sup>) full month, to and including the two hundred seventy-sixth (276<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).
- (j) 208 Hours of Vacation: From the two hundred seventy-seventh (277<sup>th</sup>) full month, to and including the two hundred eighty-eighth (288<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of seventeen and thirty-four hundredths (17.34) hours per month of active employment, or the equivalent of up to two-hundred eight (208) hours per year (17.34 hours per month X 12 months = 208 hours per year).
- (k) 216 Hours of Vacation: From the two hundred eighty-ninth (289<sup>th</sup>) full month, to and including all subsequent full months of continuous employment, permanent employees shall accrue vacation leave at the rate of eighteen (18) hours per month of active employment, or the equivalent of up to two-hundred sixteen (216) hours per year (18 hours per month X 12 months = 216 hours per year).

16.04 Payment for Vacation Leave at Termination. Upon termination of employment, regular permanent employees shall receive a lump sum payment in lieu of one-hundred percent (100%) of unused vacation leave, based on limitations stated above and as further limited by this Section. Employees who terminate active employment before completing six (6) months of employment shall receive no vacation pay. Pay for unused vacation leave shall be computed through the last day of employment. This Section may be subject to modification to meet legal requirements in the event of further changes in State Law.

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

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

16.07 Hourly Accrual Method Option. The Parties agree that if, during the term of this Agreement, the Port obtains payroll software capable of calculating different hourly accrual rates for patrol sergeants and on-patrol sergeants, the Port may exercise its option to convert from the monthly accrual method to an hourly accrual method for annual vacation as provided in this Article.

**ARTICLE 17 – HOLIDAYS**

17.01 Rates of Accrual. In lieu of Holidays, all eligible employees shall receive a pool of hours commensurate with their assignment as of January 1<sup>st</sup>, of each year.

Sergeants assigned to:

10 hour shift:	120 hours
10½ hour shift:	126 hours
12 hour shift:	144 hours

Holiday accruals will accrue as seventy-two (72) or sixty (60) hours on January 1<sup>st</sup> of each year, and seventy-two (72) or sixty (60) hours on July 1<sup>st</sup>, subject to proration of twelve (12) or ten (10) hours per month of assignment. Changes in the number of pooled holiday hours due a Sergeant resulting from a change of schedule, separation from the Department, or for any other reason, shall be prorated.

Police Sergeants whose normal daily schedule is for a 10½ hour shift shall accrue 126 hours of holiday each year with 63 hours accruing on January 1 of each year and 63 hours accruing on July 1 of each year.

17.02 Use and Cash-Out. Pooled holiday leave may be used in one (1) hour increments in the same manner and with the same restrictions as vacation time, upon approval of the Watch Supervisor. During the year employees may request pay for their unused pooled hours. No pooled hours will be carried over from year to year. Upon termination of employment, accrued, unused holiday hours shall be cashed out, subject to proration. Holiday cash-out (if requested by a Sergeant) will occur twice (2x) per year, in the last paycheck of June and the last paycheck of December. Sergeants who cash out their Holiday pool hours, then separate from the Department, shall be obligated to repay the value of the prorated Holiday pool hours from the date of separation to the end of the year, which the Port may deduct from the employee's final paycheck.

Sergeants who cash out their Holiday pool hours, who then experience a change of schedule that results in a prorated decrease in their number of Holiday pool hours, shall have the following year's number of Holiday pool hours decreased by an amount equal to the prorated decrease.

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

## **ARTICLE 18 – COMPENSATION FOR TRAVEL TIME**

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

18.02 Normal Pay and Work Schedule. An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of King County, as defined under the Fair Labor Standards Act (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements in accordance with Section 15.06.

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

18.04 Bomb Technician Dispatch to Non-Port Site. When a Bomb Technician is dispatched from home to a non-Port bomb site, such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the Port Commission for Port employees. However, at no time shall the amount be less than the IRS-approved mileage rate.

18.05 Reporting Location. When a supervisor assigns an employee to work at a location other than his/her primary duty location, the employee may go into service at his/her primary duty location if:

1. the assignment was not known or foreseeable at the time of the employee's last shift worked and
2. the employee would not have the necessary uniform and equipment unless s/he picked it up at the primary duty location.

In such situations, the employee must give reasonable advance notice and coordinate with his/her supervisor. Assignments made from the voluntary overtime list will be considered foreseeable.

## **ARTICLE 19 – FALSE ARREST AND PROFESSIONAL LIABILITY**

The Port shall continue to provide professional liability coverage, including false arrest coverage for Port Police Sergeants when they are acting within the scope of their authority and duties as a law enforcement officer for the Port of Seattle.

## **ARTICLE 20 – UNIFORM AND EQUIPMENT**

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

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

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

20.03 Criminal Investigation Section Allowance. The Port shall pay a clothing/cleaning allowance of seventy (\$70.00) per month to Police Sergeants assigned to the Criminal Investigation Section.

20.04 Administrative Section Allowance. The Port shall continue to pay a quarterly clothing/cleaning allowance of ninety dollars (\$90.00) at the end of each calendar quarter to Police Sergeants assigned to the Administrative Section.

20.05 Safe Storage Device. In accordance with Department policy, if requested by an employee, the Department will issue an appropriate safe storage device selected by the Department.

## **ARTICLE 21 – BENEFITS**

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

- (a) Washington State Public Employees Retirement System or LEOFF as applicable.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.

- (c) Contributions of six and two-tenths percent (6.2%) of salary on behalf of all members of the bargaining unit, transmitted to the Plan each pay period, up to the annual maximum limits of social security, to the Great Western 401(a) Plan.
- (d) For all bargaining unit employees hired prior to April 1986, the Port shall pay an additional one and forty-five hundredths percent (1.45%) of salary as wages.
- (e) Free parking limited to employees on duty status.
- (f) Credit union participation.
- (g) Locker room and lunchroom facilities.
- (h) Washington State Workers' Compensation.
- (i) Educational assistance for employees shall be subject to approval of the Chief. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Chief, the Port shall provide reimbursement limited to job related educational curricula on the following basis:
  - (1) For employees engaged in continuing education at accredited institutions to obtain a college degree, fifty percent (50%) of tuition costs following one (1) year of continuous employment and seventy-five percent (75%) following four (4) years of continuous employment. Payment will be made upon evidence of satisfactory completion and will cover tuition fees only. Reimbursement may be applied for following each semester. The employee should normally expect to provide a minimum of two (2) years of service to the Port upon completion of study toward a college degree. This is not a repayment provision.
  - (2) After one (1) year of continuous employment, for individual courses limited to job related subject matter and not in connection with course work for a college degree, one-hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after evidence of satisfactory completion. This applies to courses taken as a result of a request initiated by an employee. However, non-mandatory specialized police/fire training courses taken at the option of the employee shall result in reimbursement to the Port by the employee for actual expenses if the employee voluntarily resigns (for other than medical reasons) or retires in less than two (2) years after completion of the special training.

- (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for the entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
- (4) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee, that captures the employee's study and career goals.
- (j) Forty (40) hours training will be scheduled per year per sergeant.
- (k) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised December 8, 1981. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 29) or to any other provisions of this Agreement or to negotiation by the Union.
- (l) Each Police Sergeant assigned to Canine Duty shall be provided with a Port vehicle for the purpose of dog transport.
- (m) PACIFIC COAST BENEFIT PLAN: For the duration of this Agreement, the Employer contribution shall be one dollar and thirty-five cents (\$1.35) per hour compensated.
- (n) The Port of Seattle shall allow all employees the opportunity to attend the Port of Seattle retirement planning seminars.
- (o) LEOFF II repayment arrangements as defined in Appendix D.
- (p) Port of Seattle Long Term Care Insurance: Employees shall be eligible to participate in the voluntary, employee-paid Long Term Care insurance plan made available to Port non-represented employees. Eligibility and participation of employees will be subject to the terms and conditions of such plan including any plan amendments, revisions or possible cancellation. It is further agreed that the content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provisions of this Agreement or to negotiation by the Union.

- (q) Retirement Firearm and Box: Upon retirement from the Port of Seattle Police Department, the retiring Sergeant with at least five (5) years of service will be provided the following as compensation for prior service:

1. The officer's assigned service weapon; and
2. A display box suitable to display the service weapon.

## **ARTICLE 22 – LEAVE WITHOUT PAY**

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

22.02 Considerations. Leave approval considerations shall include:

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

22.03 Extensions. In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks with the approval of the Chief and/or Port's Executive Department. An employee shall suffer no loss of seniority for time spent on approved leave of absence of six (6) weeks or less.

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

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



## ARTICLE 23 – SICK LEAVE

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

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

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

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

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

23.05 Hourly Accrual Method Option. The Parties agree that if, during the term of this Agreement, the Port obtains payroll software capable of calculating different hourly accrual rates for patrol sergeants and non-patrol sergeants, the Port may exercise its option to convert from the monthly accrual method to an hourly accrual method for annual sick leave as provided in this Article.

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

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

#### **ARTICLE 24 – LONG TERM DISABILITY**

24.01 Eligibility. Police Sergeants are covered for Long Term Disability insurance on the first (1<sup>st</sup>) day of active employment following six (6) continuous months of employment. Subject to qualified disability, Sergeants will receive sixty percent (60%) of covered monthly earnings less income from other sources. Benefits for Police Sergeants begin after an elimination period of forty-five (45) days for a non-occupational disability and one-hundred eighty (180) days for an occupational disability. Benefits continue during qualified disability, but not past a Sergeant's sixty-fifth (65<sup>th</sup>) birthday or ADEA extension. The maximum benefit is three thousand five hundred dollars (\$3,500) with a three percent (3%) cost-of-living net benefit adjuster. The policy contains a three to six (3-6) month preexisting condition limitation and certain exclusions and limitations for benefit payment.

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

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

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

- (b) In addition, the insurance premiums paid by the Port for insurance programs covered in this Labor Agreement shall continue on behalf of a Sergeant for the first six (6) months of a duty disability.
- (c) This coverage is also in compliance with RCW 41.04.510.

24.03 Light Duty. The Port may require Sergeants receiving a disability leave supplement to work light duty, consistent with RCW 41.04.520 and other applicable law. The Port may schedule the light duty assignment for ten (10) hour days. The Port may schedule the light duty assignment for fewer than ten (10) hour days contingent on the Union's agreement. If a Sergeant is unable to perform his/her duty assignment by reason of an illness or injury unrelated to the duty disability injury or condition, the Sergeant is required to use accrued sick leave.

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

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

25.01 The Port agrees to provide and maintain the health and welfare benefits listed in Sections 25.02 and 25.03 for all active employees working under the jurisdiction of said Union for not less than eighty (80) hours employment in the previous month which includes all compensable time. In the event of a duty-disability covered under Article 24, the hours requirement shall not apply.

25.02 Effective January 1, 2012 (based on December 2011 hours), and each month thereafter during the period this Agreement is in effect, the Port agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each employee who received compensation for eighty (80) hours or more in the previous month the following:

- a. Health & Welfare - Contribute the sum of \$1,126.10 per month for benefits under the "PLAN A" (price includes an addition of \$11.40 for the additional 9 month waiver, from the base price of the plan and \$14.00 for domestic partner coverage).

- b. Dental - Contribute the sum of \$127.79 per month for benefits under the "PLAN A" (price includes an addition of \$2.20 for domestic partner coverage).
- c. Vision – Contribute the sum of \$14.20 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an addition of \$.20 for domestic partner coverage).
- d. Life Insurance - The Port agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance equal to forty (40) percent of his/her total annualized pay rate, based upon the employee's classification.

25.03 Retiree's Welfare Trust- Contribute the following for continued benefits under the "RWT-PLUS PLAN", and the Port shall continue to reduce each member of the bargaining unit's wages by an amount equal to one half (1/2) of the monthly premium per member:

Effective January 1, 2012	\$94.85
Effective January 1, 2013	TBD
Effective January 1, 2014	TBD

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

Effective January 1, 2013 and for the duration of this Agreement, each employee shall contribute \$50.00 per month toward the monthly premium costs in 25.02. The Employer shall pay the remaining costs of the monthly premiums.

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

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

26.01 No Right to Strike. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any

strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Police Department or of the Port.

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

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

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

#### **ARTICLE 27 – SAVINGS CLAUSE**

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

#### **ARTICLE 28 – ENTIRE AGREEMENT**

28.01 Entire Agreement; No Oral Modifications. The Agreement expressed herein in writing constitutes the entire agreement between the Parties and no oral statement shall add to or supersede any of its provisions.

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

#### **ARTICLE 29 – GRIEVANCE PROCEDURE**

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

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

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

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

29.05 Grievance Procedure.

### STEP 1

The affected employee shall present the grievance in writing to his or her Division Commander. If the Division Commander or the Division Commander's designee and the grievant are unable to arrive at a satisfactory settlement, the Division Commander (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative. The response shall be issued no later than ten (10) days after the date the grievance was initially filed. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the Division Commander's response, or the date the response was due.

### STEP 2

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

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

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

refer the grievance to Step 4 within ten (10) days of receipt of the Step 2 response or the date the response was due.

### **STEP 3**

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

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be heard no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. The Port's Labor Relations Representative, the Chief or designee, and two (2) Union Representatives shall be present, and both sides shall have an opportunity to present all information that they have relating to the grievance. If the Parties are unable to arrive at a settlement, or if the Board of Adjustment hearing is not held within twenty (20) days after initiation of Step 3, the Union may refer the matter to Step 4 within ten (10) days following the hearing. The Parties may mutually agree to waive the Step 3 process.

### **STEP 4 – ARBITRATION**

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

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

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

### **ARTICLE 30 – CONFERENCE BOARD**

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

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

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

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

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

### **ARTICLE 31 – APPENDICES & LETTERS OF AGREEMENT INCORPORATED INTO AGREEMENT**

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

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



4. Appendix D – Agreement Regarding Payment For Prior Service For Pension Credits
5. Letter of Agreement – Armed Presence at Waterfront
6. Memorandum of Understanding – Code of Conduct/Workplace Responsibility Handbook

### **ARTICLE 32 – RE-EMPLOYMENT RIGHTS**

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

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

- (a) The application request must be for the classifications which the employee held at the time of voluntary separation; and
- (b) An opening for that classification does not have to exist at the time of request, but if no opening for the position occurs within the twelve (12) month period, then this offer is void and any pending requests will become ineligible; and
- (c) The ultimate determination of whether the employee will be rehired will be made by the Department; and
- (d) The Department may require any investigation it deems necessary before the application is approved for reinstatement; and
- (e) At the discretion of the Chief, a background investigation, polygraph examination, and medical examination may be conducted for the period of absence during the first ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical will be mandatory. A drug screen test will be administered regardless of the time away from the Department.

### **ARTICLE 33 – TERM OF AGREEMENT: JANUARY 1, 2012 TO DECEMBER 31, 2014**

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

All other conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from the effective

date to December 31, 2014. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

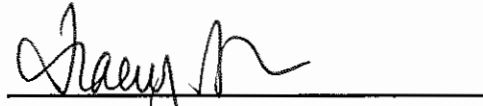
**PORT OF SEATTLE**



**TAY YOSHITANI**  
Chief Executive Officer

8/21/12  
Date

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



**TRACEY A THOMPSON**  
Secretary-Treasurer

8-9-12  
Date

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

**1. SERGEANTS' PAY SCHEDULES**

<u>Progression</u>	<b>1/1/2012 Base Hourly Rate (+ 1.75%)</b>
Sergeant A (49+ months in-grade)	\$48.19
Sergeant B (0-48 months in-grade)	\$45.89

All base wage rates shall be rounded to the nearest whole cent.

Effective January 1, 2013, base hourly wages will be increased by an amount equal to 100% of the Seattle/Tacoma/Bremerton CPI-U October-October with a 0% minimum and a 6% maximum.

Effective January 1, 2014, base hourly wages will be increased by an amount equal to 100% of the Seattle/Tacoma/Bremerton CPI-U October-October with a 0% minimum and a 6% maximum.

All employees shall receive a one-time \$600.00 lump sum payment to be paid in the first full pay period of January 2013 and a one-time \$600.00 lump sum payment to be paid in the first full pay period of January 2014.

**2. STEP INCREASES**

If a Sergeant performs duties of his/her classification in a satisfactory manner, a Sergeant in "B" classification shall receive a promotional step increase to "A" classification after forty-eight (48) full months in-grade as a Sergeant.

**3. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS**

A. Sergeants' Differential

The base pay rate for Sergeants shall be maintained at a level, which is at least fifteen percent (15%) above the base rate of pay for the Port Police Officer "A" Classification.

B. Longevity Pay

Base pay for Port Police Sergeants classifications shall be increased by the following longevity premium schedule based upon date of hire:

- (a) 2% Longevity Premium: From the start of the sixty-first (61<sup>st</sup>) full month to and including the one hundred twentieth (120<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).
- (b) 5% Longevity Premium: From the start of the one hundred twenty first (121<sup>st</sup>) full month to and including the one hundred eightieth (180<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).
- (c) 7% Longevity Premium: From the start of the one hundred eighty first (181<sup>st</sup>) full month to and including the two hundred fortieth (240<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of seven percent (7%).
- (d) 9% Longevity Premium: From the start of the two hundred forty first (241<sup>st</sup>) full month to and including the two hundred sixty fourth (264<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of nine percent (9%).
- (e) 11% Longevity Premium: From the start of the two hundred sixty fifth (265<sup>th</sup>) full month and beyond of continuous employment, permanent employees shall be paid a longevity premium of eleven percent (11%).

C. Educational Incentive

Base pay for Port Police Sergeants classifications shall be increased by the following educational incentive schedule:

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

Police Sergeants shall continue to be eligible to receive both the educational incentive and longevity pay.

- D. Out-of-Classification Pay. The Port agrees that, in the event an employee is required to assume duties and responsibilities out of his/her classification, he/she will be paid the pay step of the next higher classification to commence immediately upon assumption of said duties, provided the assignment is for one-half (1/2) shift or more. Longevity credits shall not be applied when compensating an employee for working in a higher classification.
- E. Detective Differential. The pay differential for a Sergeant assigned as a Detective shall be four percent (4%) above the employee's base rate of pay.
- F. Bomb Squad Differential. The pay differential for a Sergeant assigned to the bomb squad shall be eight and one-half percent (8.5%) above the employee's base rate of pay.
- G. Canine Differential. Sergeants qualified and assigned a dog shall receive a three percent (3%) differential above the employee's base rate of pay.
- H. Dive Team Duty. Sergeants assigned to dive team duty shall receive a four percent (4%) differential above the employee's base rate of pay.
- I. Special Response Team Differential. Sergeants assigned to the Special Response Team (SRT) shall receive a four percent (4%) differential above the employee's base rate of pay.
- J. Field Training Assignment. The Sergeant assigned as a Field Training Supervisor shall receive a five percent (5%) differential above the employee's base rate of pay. The pay differential will apply during the period of such assignment. It is understood that when the program is not active, the assignment may be discontinued by the Chief or his designee. The Parties agree that the assignment will be made on a reasonable basis.
- K. Marine Unit/Boat Team Differential. The Sergeant assigned to the marine unit/boat team shall receive a three percent (3%) differential above his or her base rate of pay.
- L. Traffic Unit Differential. If a traffic unit is established by management, the Sergeant assigned to that unit shall receive a three percent (3%) differential above his or her base rate of pay.
- M. 12-Hour Patrol Shift Premium Differential. Effective March 29, 2009, Sergeants assigned to the twelve (12) hour patrol shift schedule shall receive a two and

one-half percent (2.5%) patrol premium differential above the employee's base rate of pay.

- N. Premium Stacking Limitation. Sergeants are entitled to receive only the two (2) highest specialty/assignment premiums for which they are eligible; however, the patrol shift premium is excluded from this "stacking" limitation.

#### 4. **STANDBY PAY**

The Port agrees to compensate employees placed on off-duty standby status at fifty percent (50%) of straight-time rate of pay.

#### 5. **PAYROLL**

- A. Payroll Periods/Payroll Errors. All employees covered by this Agreement will receive bi-weekly pay. In no case shall the Port hold back more than fourteen (14) days' pay. No deductions shall be made from paychecks without the written consent of the employee, except as provided by federal, state, or municipal law. The Port agrees that if there is a payroll error resulting in an employee being owed one hundred dollars (\$100.00) or greater in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within two (2) regular work days. If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross straight-time pay, or if there is a payroll error resulting in an employee being owed any amount of overtime, the Port will include the pay correction on the employee's next regular paycheck.
- B. Daylight Savings Time. It is the intent of the Parties that employees working during Daylight Savings Time changes be paid only for actual hours worked. Accordingly, employees who are working on Night Watch in the spring, when the clocks are moved forward one (1) hour (other than those who are scheduled to be off at 0200 hours), will be required to either: (a) utilize one (1) hour of paid vacation leave, or (b) to go unpaid for one (1) hour. Employees who are working on Night Watch in the fall, when the clocks are moved back one (1) hour (other than those who are scheduled to be off at 0200 hours), will be paid one (1) hour at the overtime rate of pay.
- C. Mandatory Direct Deposit. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

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

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

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

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

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

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

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



- L. There shall be a separate confidential Internal Investigation Section file for unfounded cases. Such unfounded case file may be opened for legitimate "need to know" reasons with the approval of the Chief and/or Deputy Chief. Such approval will be documented.
- M. The Police Department will maintain in a secure location a personal file for each bargaining unit employee. Every person who signs out a file must complete the Personnel File Access Form contained in the file. The Form will include a place for the name of the person signing out the file, the purpose, and the dates the file was signed out and returned.
- N. If for any reason an employee's personnel file or an internal affairs case in which an employee is identified as a subject is requested pursuant to the Washington State Public Records Act, RCW 42.56, the Department will provide to the affected employee timely notice and a complete copy of the request.

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

**PREAMBLE**

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

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

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

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

- A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- B. Preconditions to Drug Testing. Before an employee may be tested for drugs or alcohol based on a reasonable suspicion, the Port shall meet the following prerequisites.
  - 1. The Port shall inform employees in the bargaining unit of what drugs or substances are prohibited.
  - 2. The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  - 3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
  - 4. The Chief or Deputy Chief shall be the Police Department representative to authorize or to approve a drug/alcohol test.
  - 5. The officer authorizing or approving a drug or alcohol test under this Appendix C shall provide a written report to the Chief, and to the employee, if requested, that documents the basis for ordering the test

under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.

6. The Port shall not use the drug-testing program to harass any Sergeant.
- C. The Department shall also have the discretion to order any entry level probationary sworn employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry level probationary period. These tests will be conducted in the following manner:
1. Tests will be administered to each entry level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
  2. Entry level probationary employees shall only be tested while on duty.
  3. The providing of a urine sample will be done in private.
  4. Obtaining of urine samples shall be conducted in a professional and dignified manner.
  5. A portion of urine samples shall be preserved to permit the following:
    - a. Positive samples shall be tested utilizing a GC/MS test.
    - b. A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

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

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

- D. Testing Mechanisms. The following testing mechanisms shall be used for any drug or alcohol tests performed pursuant to the testing procedure:
1. It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such steps as checking the color and temperature of the urine samples to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's

specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested positive. In order to deter adulteration of the urine sample during the collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

2. The Parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.
  3. Any screening test shall be performed using the enzyme immunoassay, (EMIT) method.
  4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.
  5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
  6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
- E. Procedures to be used when the sample is given. The following procedures shall be used whenever an employee is requested to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All sample taking will be done under laboratory conditions and standards as provided by the selected laboratory:

1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.
2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
4. When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at the laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
5. Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.

6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within 24 hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.
8. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

F. Consequences of positive test results.

1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any disciplinary procedures are invoked as specified in Section (E) (7) above.
2. Consistent with the conditions of the appendix, the employer may take disciplinary action based on the test results as follows:

Confirmed positive test - Employee is subject to discharge.

G. Employee rights.

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

**APPENDIX D**

**AGREEMENT REGARDING PAYMENT FOR PRIOR SERVICE FOR PENSION CREDITS**

The Port of Seattle and Teamsters Union Local 117, on behalf of the affected law enforcement officers, hereby agree as follows:

- 1 Pursuant to RCW 41.26, officers have the right to secure pension coverage under LEOFF Plan II for past service as a law enforcement officer for the Port of Seattle during a period of time when those officers were denied entry into those plans.
2. Securing past service credit is dependent upon the payment of the amounts specified under RCW 41.40 prior retirement.
3. The Port of Seattle is desirous of ensuring that its officers have the opportunity to secure LEOFF Plan II coverage.
- 4 The Port of Seattle hereby agrees that it will negotiate an arrangement for paying in a single lump sum amount due for the coverage for the affected officers at no cost to the officers other than the repayment of principal as stated below to ensure coverage of the affected officers as soon as possible.
5. The Port of Seattle and each individual officer will negotiate a specific agreement. The Port will reduce the contribution for each officer to the Pacific Coast Benefits Trust as provided in Article 21 by \$0.80 per hour until the member has satisfied their repayment obligation to the Port of Seattle pursuant to the specific individual agreement. The agreement shall also allow officers to make repayments through the holiday pool, social security repayment, etc.
6. It is understood that the principal amounts due to the proper LEOFF plan for coverage will be repaid to the Port by the affected officers over time (without interest or charges) under the terms of the arrangement to be negotiated. However, the Port will assume complete and sole responsibility for any portion of the charges levied on the officers pursuant to RCW 41.40.093 or any other applicable law by the LEOFF plan for the amounts other than such principal including but not limited to interest accrued, charges or amounts other than the principal.
7. It is understood that this agreement applies only to those officers who filed written notice with the Department of Retirement Systems of an election to transfer to LEOFF II pursuant to RCW 41.40.093 (1) (b).



8. Details regarding the Employer's payment of a lump sum on behalf of individual employees to the Washington State Department of Retirement Systems, and the individual employee's reciprocal reimbursement to the Employer are to be finalized by March 31, 1997.

**LETTER OF AGREEMENT**

**By and Between**

**PORT OF SEATTLE**

**And**

**TEAMSTERS LOCAL UNION NO. 117  
REPRESENTING POLICE SERGEANTS**

**Affiliated with the  
International Brotherhood of Teamsters**

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**Re: Armed Presence at the Waterfront**

The Parties signatory to a 2009-2011 Collective Bargaining Agreement agree to the following:

All cruise ship staffing levels, if any, will be determined by Port management. However, should an armed presence be required at the waterfront, such work will be covered under the jurisdiction of the Union.

All other terms and provisions of the 2009-2011 Collective Bargaining Agreement shall remain in full force and effect.

MEMORANDUM OF UNDERSTANDING

by and between

THE PORT OF SEATTLE

and

THE UNDERSIGNED PARTICIPATING LOCAL UNIONS

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**Re: Code of Conduct/Workplace Responsibility Handbook**

The parties to this Memorandum of Understanding agree as follows:

1. The collective bargaining agreement is the primary instrument governing the relationship between the Port of Seattle and Union-represented employees. The bargaining agreement sets forth a represented employee's terms of employment, including wages, hours, and working conditions.
2. The Code of Conduct/Workplace Responsibility Handbook does not modify or supersede the collective bargaining agreement or any other negotiated agreement between the Port and a Union. Neither is the Code intended to modify or supersede any bona-fide past practice except for the Code's reporting requirements, as explained in Item 4 of this Memorandum of Understanding.
3. The Code does not change a represented employee's existing just cause protections.
4. The Code's reporting requirements direct employees to report potential violations to the Workplace Responsibility Officer and other designated officials. Although the Code's requirements may constitute a change in past practice for some represented employees, the parties agree that the reporting requirements of the Code apply to all represented employees. The parties further agree that the Code's reporting requirements do not preclude represented employees from reporting potential violations to other individuals, so long as they also report to the officials required by the Code.
5. Each represented employee will receive a reasonable amount of work time to review the Code prior to signing. Represented employees will be expected to be familiar with and understand the Code provisions. Represented employees also will be expected to verify that they have reviewed the Code by June 1, 2010.


6. The Port will attach to the Code a letter to represented employees from the Port of Seattle Labor Relations Director. The letter will notify the employees of this Memorandum of Understanding between the Port and the undersigned Unions.
7. The Code includes some new content that materially differs from existing Port policy and therefore may constitute a change in working conditions for some represented employees. To the extent that the Port has a bargaining obligation regarding the change(s), such content of the Code shall not be the basis of any action against members of the signatory Unions until each Union has had an opportunity to bargain the change(s). In meetings held to discuss the Code with employees represented by the signatory Unions, the Port will conspicuously communicate this fact these employees.
8. The Port acknowledges that to the extent that new content in the Code constitutes a material and substantial change in working conditions for which the Port has a bargaining obligation, at the time of execution of this Memorandum the parties had not negotiated such change(s). Additionally, the Port acknowledges that at the time of execution of this Memorandum, the signatory Unions had not waived contractual and/or statutory rights they possessed prior to the Port's development and implementation of the Code.
9. This Memorandum of Understanding may be signed in counterparts, which together shall constitute the entire agreement.
10. Any signature received by facsimile will have the same force and effect as does an original signature on this document.

**PORT OF SEATTLE:**

  
\_\_\_\_\_  
Tay Yoshitani  
Chief Executive Officer

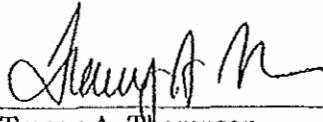
7/6/10  
\_\_\_\_\_  
Date

**OPERATING ENGINEERS,  
LOCAL 286:**

  
\_\_\_\_\_  
Terry Roberts  
Business Representative/Staff Attorney

5-11-2010  
\_\_\_\_\_  
Date

TEAMSTERS LOCAL UNION NO. 117,  
IBT:

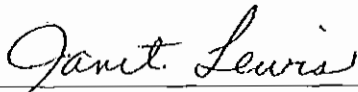


Tracey A. Thompson  
Secretary-Treasurer

4-21-10

Date

INT'L BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 46:

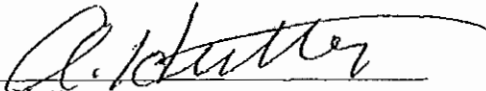


Janet E. Lewis  
Business Representative

5-10-10

Date

INT'L LONGSHORE & WAREHOUSE  
UNION, LOCAL 9:



Tony Hutter  
Business Representative

5-3-10

Date

TEAMSTERS LOCAL UNION NO. 174,  
IBT:

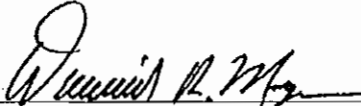


Rick Hicks  
Secretary-Treasurer

6/17/10


Date

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS, LOCAL 289:**

  
\_\_\_\_\_  
Dan Morgan  
Business Representative

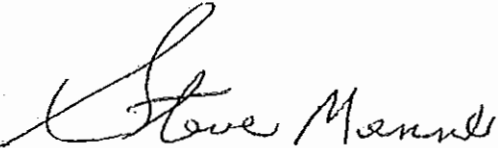
6/2/10  
\_\_\_\_\_  
Date

**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 1257:**

  
\_\_\_\_\_  
Thomas Sanchez  
President


5-6-2010  
\_\_\_\_\_  
Date

**SEATTLE-KING COUNTY BUILDING &  
CONSTRUCTION TRADES COUNCIL:**

  
\_\_\_\_\_  
Lee Newgent  
Executive Secretary

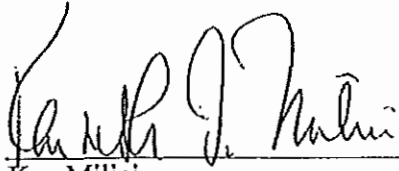
6-2-10  
\_\_\_\_\_  
Date

**TEAMSTERS LOCAL UNION NO. 763**

  
\_\_\_\_\_  
Dave Grage  
Secretary-Treasurer

6-15-10  
\_\_\_\_\_  
Date

PACIFIC NW COUNCIL OF  
CARPENTERS, LOCAL 131

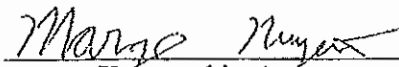


Ken Milici  
Service Representative

5-25-10

Date

INT'L UNION OF OPERATING  
ENGINEERS, LOCAL 302

  
Darren Konopaski / Marge Meyer  
Business Manager / IUE #302

5-24-10

Date