

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**



**Port of Seattle**

**And**

**Teamsters Local Union No. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

**REPRESENTING CREDENTIAL SPECIALISTS**



**Term of Agreement  
July 1, 2018 - June 30, 2021**

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## **AGREEMENT**

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

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

### **ARTICLE 2 - UNION RECOGNITION**

2.01 The Port recognizes the Union as the sole and exclusive bargaining agent for Port of Seattle employees working in the classifications set forth in this Agreement excluding the department head, supervisors, confidential employees and all other employees of the Employer.

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

### **ARTICLE 3 - UNION SECURITY**

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

3.02 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) days/seven (7) or ten(10) business days from date of hire.

3.03 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met.

The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

3.04 The Union agrees to indemnify and hold harmless the Port for any actions taken pursuant to this Article. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

#### **ARTICLE 4 - PAYROLL DEDUCTION**

4.01 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 monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved. If a dues deduction error is identified, following notice to the Port, the error will be addressed on the next pay period or as soon as administratively practical.

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

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

#### **ARTICLE 5 - UNION REPRESENTATIVE ACCESS**

5.01 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 department or the Port. This Article shall apply within the constraints of federal or state regulations and statutes and the Airport Security Plan.

5.02 A duly authorized Union representative shall be given an opportunity to meet with new employees in the bargaining unit. The Union shall be notified of the date of the orientation meeting and, upon request, shall be provided with thirty (30) minutes to meet with the employees.

#### **ARTICLE 6 - BULLETIN BOARD AND USE OF PORT RESOURCES**

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. It is understood and agreed that the Union shall maintain the bulletin boards and that no material shall be posted which is obscene, defamatory, endorses or opposes candidates for public office or which would impair Port operations.

Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers, and similar equipment for purposes of contract administration in compliance with the Port's policies governing use of public resources. In addition, Stewards and Union staff may use the Employer's electronic mail system for communications related to contract administration and



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

#### **ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

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

No employee shall be discriminated against for upholding Union principles, and any employee who serves on a committee shall not lose his/her job or be discriminated against for this reason.

#### **ARTICLE 8 - JOB RELATED TRAINING AND PORT INTERNSHIP PROGRAMS**

Union and management will work together to identify, prioritize and deliver job related training within Division budget constraints through established labor/management and workplace forums such as the contractual labor/management committee, staff meetings and safety committee forums.

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

#### **ARTICLE 9 - MANAGEMENT RIGHTS**

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

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 covered employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

9.02 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' PTO 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.

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

#### **ARTICLE 10 - SENIORITY**

10.01 Employees' seniority date shall be the most recent date of hire in the bargaining unit. The employees shall be subject to a six (6) month probationary period. With mutual agreement between the employee, the Union and the Employer, the six (6) month probationary period may be extended up to three (3) additional months. Employees that are separated from employment before the completion of their probationary period shall not be subject to recall rights as outlined in Section 10.02 of this Article.

Probationary employees can be disciplined or terminated for any reason that is not discriminatory or illegal, and shall not have access to the grievance process outlined in Article 25.

10.02 Seniority shall prevail in the event of a layoff, the last employee hired shall be the first laid off. Employees laid off in accordance with the provisions of this Article will be eligible for rehire in the inverse order of layoff for a period of one (1) year following layoff. Employees that are laid-off shall have the right to bump into a lower classification.

In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff at least two (2) weeks prior to termination.

10.03 Seniority shall be a primary consideration when making job assignments. However, based on the skills and qualifications of the employee, management may require the retention of a particular employee in a specific job assignment. Shift preference, and PTO scheduling shall be done so that seniority is the primary consideration.

10.04 Loss of Seniority: Seniority shall be broken for the following reasons:

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

Time Limit Extension: The time limits specified in Sections e, f, g and h above, may be extended by mutual agreement between the Employer and the Union.

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

10.06 For the purpose of shift, overtime and PTO bidding, separate seniority lists shall be established for each classification. The seniority date for these purposes shall be the most recent date of hire into the bargaining unit.

10.07 Vacancies within the Bargaining Unit shall be filled by employees within the bargaining unit unless no internal candidate, who meets the minimum qualifications, has expressed a desire for the vacancy.

An Employee promoted under the terms of this Article shall work subject to a six (6) calendar month probationary period in the new position. If the employee fails to pass the probationary period, that employee retains the right to return to his or her prior position with seniority in that classification restored to the same level accrued prior to leaving.

#### **ARTICLE 11 - JURY DUTY/COURT APPEARANCES**

When an employee is called for and serves as a subpoenaed witness, on a Port related case, or is called for and serve 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). Employees shall give to management any funds received from the court within seven (7) days of returning to work. Port compensation for jury duty only applies to absence from regularly scheduled work hours.

For service on a Port related case as a subpoenaed witness, Port compensation outside of regularly scheduled work hours is payable at the overtime rate if such service is in excess of the normal daily or normal weekly working hours' schedules.

This Article shall not be construed to include either grievances or arbitrations as defined in Article 24 of this Agreement.

#### **ARTICLE 12 - BEREAVEMENT LEAVE**

An Employee who suffers a death in his/her immediate family shall be eligible for up to five (5) days of bereavement leave, which shall be granted by the Port subject to the following conditions:

At the discretion of management, employees may receive from three (3) to five (5) days of leave per bereavement. Such leave shall not result in compensation for more than the number of days in any normal work week. Employees must have been employed for thirty (30) or more days of uninterrupted service and have suffered the loss by death of a member of their immediate family as defined below.

Immediate family shall be defined as spouse or domestic partner and the parents or children of the employee, spouse or domestic partner. Bereavement leave may also be granted in the case of the death of an employee's sibling, grandparent or grandchild; the spouse or domestic partner's sibling, grandparent or grandchild; or a sibling's spouse or domestic partner.

In special circumstances, management may include others not included in the above definition. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee and whether the leave is taken consecutively.

## **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

13.01 Hours of Duty - The normally scheduled workweek for members affected by this Contract shall be five (5) consecutive days of eight (8) consecutive hours, with two (2) consecutive days off, not including an unpaid period allowed for lunch. Such period to be either one-half (½) hour or one (1) hour by employee's option. Employees may work alternative work schedules with the mutual consent of the Union and the Employer. Otherwise the basic work schedules and practices, including flex time, shall remain in effect except as mutually agreed between the Employer and the Union.

13.02 Workplace Disruption - In the event that an employee who reports to work on a regularly scheduled work day is released early on a mandatory basis, that employee will be paid for the remainder of their normal daily schedule.

In the event the Port allows early voluntary release the employee may choose to leave early and use accrued leave exclusive of Extended Illness, or Leave Without Pay (LWOP), at the employee's discretion.

When employees are notified that work is unavailable at the worksite due to workplace disruptions such as heavy snowfall or icing, flooding, earthquakes, volcanic activity, natural disasters, utility disruption, civil disturbances, diseases, bombs, fires, biological agents or toxic substances, employees, at their discretion, may request Accrued Paid Time Off (PTO), or Leave Without Pay (LWOP) for hours missed under such circumstances.

13.03 Scheduled and Unscheduled Overtime Notification - Scheduled overtime is overtime that can be scheduled one work day prior to the day the overtime is needed. All employees will be notified of scheduled overtime via email. Unscheduled overtime is overtime that must be scheduled with less than one work days' notice. Management will notify employees of unscheduled overtime opportunities through email. Management shall then assign unscheduled overtime by classification of those who have responded and are willing to work, when possible seniority will be taken into consideration when assigning unscheduled overtime.

Scheduled overtime will be assigned as follows by classification:

### Overtime Rotation

- (a) Employees will be offered overtime opportunities on a rotating basis by seniority for hours outside of the employees regular work hours.
- (b) When overtime is available the manager or designee will ask for volunteers in numerical order from a seniority list. Employees with the least number of opportunities offered (accepted or declined) will be offered first, to insure equitable distribution of overtime opportunity offers.

- (c) The number of overtime opportunities offered (accepted and declined) will be tracked on the seniority list. Employees unavailable for overtime due to approved leave will not be noted as offered or declined. The list will be updated and posted on a weekly basis.
- (d) Absent volunteers, overtime will be assigned in inverse seniority order.

13.04 Overtime Pay and Exceptions - All work in excess of eight (8) hours per day or forty (40) hours per week, outside of an employee's regular shift and/or on an employee's schedule day off, shall be paid at the rate of time and one-half (1½). Paid time off, such as sick leave, scheduled PTO, etc., will be counted toward the forty (40) hour qualification for overtime. It is the intent of the Employer to provide full-time work (i.e. forty (40) hours per week). However, this is not to be interpreted as a forty (40) hour guarantee.

Where alternative work schedules are implemented that include ten (10) hour work days, all hours worked in excess of ten (10) hours in an employee's work shift or in excess of forty (40) hours in any workweek shall constitute overtime work and shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay.

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

Shifts shall be defined by starting times as follows:

Day Shift	From: 4:00 a.m.	To: 11:59 a.m.
Swing Shift	From: 12:00 p.m.	To: 7:59 p.m.
Graveyard Shift	From: 8:00 p.m.	To: 3:59 a.m.

The Port shall provide the Union with at least thirty (30) days written advance notice prior to assigning any shift which starts prior to 5:30 a.m. or ends after 7:30 p.m. The Port will fill such shifts by seniority.

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

13.07 Mealtime - In the event that an employee is called back to work from mealtime and is not provided a meal period between the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) hour, that employee shall receive overtime pay for the mealtime not taken.

13.08 Notice of Shift Change - Except in emergencies, employees shall be provided with ten (10) days' advance notice in the event of shift change.

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



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

#### **ARTICLE 14 - PERSONAL-TIME-OFF (PTO) / SICK LEAVE**

Annual PTO shall be granted to all employees on the following basis:

14.01 Scheduling of PTO: 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 PTO of up to the number of hours accrued at the time of the desired PTO date, subject to the approval of the Department Head. Seniority shall be considered in accordance with departmental procedures when scheduling PTO. Special consideration may be given for extenuating circumstances, in management's discretion. In addition, management will balance the number of employees needed for operations with the number of employees requesting PTO at a given time.

The following procedure shall apply for PTO Bidding:

- Employees shall have an opportunity to bid for the following year's PTO sometime during the last three (3) months of the preceding year.
- When bidding during this time, employees shall bid during the first round of bidding one block of five (5) or ten (10) consecutive working days of PTO time.
- After the first round of bidding, employees will be allowed to bid daily vacation day(s) based on the employee's seniority up to five (5) days each round.
- Employees shall be limited to one (1) "premium" PTO week per round of bidding. A "premium week" is any calendar week (Sunday – Saturday) that includes a holiday as defined in Article 14 of this Agreement.
- When employees bid daily vacation day(s) employees will only be allowed one (1) vacation day in conjunction with a holiday per bid round.

Employees who have been granted requested time off are expected to take the requested time off; however, employees may request cancellation of approved PTO with five (5) work days advance notice. Requests for cancellation with less than five (5) work days' notice shall be granted at management's discretion.

Other requests for approval of PTO shall be made to the Department Head on a PTO request form five (5) days or more in advance; more notice may be required by the Department Head when necessary to provide for proper scheduling of personnel. The Department Head or Management Designee will respond to the PTO request within two (2) working days after receipt of the request. It is the employee's responsibility to ensure that the request has been received by the Department Head or Management Designee.

14.02 Limits on Accumulating PTO: PTO accumulation shall be limited to 480 hours. Any portion above 480 hours of unused PTO shall be forfeited, unless the reason for not taking such PTO leave is at management's direction, as under emergency conditions. In such event unused PTO shall not be forfeited. Departmental management shall be responsible for encouraging and allowing proper scheduling for employees taking PTO in order to avoid any forfeiture of PTO leave.

Maximum accumulation for employees hired before 12/20/98 is four hundred eighty (480) hours.

Balances over the limit will be cashed out at the employee's current hourly rate of pay during the first pay period of the payroll year. Subsequent accruals over the limit will be cashed out quarterly at the employee's current hourly rate of pay. Employees may request that the cash-out be postponed by up to two (2) pay periods to accommodate a pre-scheduled PTO.

For employees hired on or after 12/20/98, the maximum accumulation is 480 hours. Accruals will cease when the limit is reached and will resume only when the balance is below 480 hours. Accruals over the limit are not cashed out.

14.03 Rates of Accrual - PTO accruals are based on the employee's date of hire with the Port. Based upon a pro rata share of a full-time work schedule, PTO is earned as follows:

- (a) 0-3 Years – 156.8 PTO Hours: Based on the first day of employment, from the first full month to and including the thirty-sixth (36th) full month of continuous employment, employees shall accrue PTO at the rate of 0.07538 hours per straight-time hour compensated ( $0.07538 \times 2080$  annual hours = 156.8 PTO hours per year).
- (b) 4-7 Years – 196.8 PTO Hours: From the thirty-seventh (37th) full month to and including the eighty-fourth (84th) full month of continuous employment, employees shall accrue PTO at the rate of 0.09462 hours per straight-time hour compensated ( $0.09462 \times 2080$  annual hours = 196.8 PTO hours).
- (c) 8-11 Years – 216.8 PTO Hours: From the eighty-fifth (85th) full month to and including the one hundred thirty-second (132nd) full month of continuous employment, employees shall accrue PTO at the rate of 0.10423 hours per straight-time hour compensated ( $0.10423 \times 2080$  annual hours = 216.8 PTO hours).
- (d) 12 Years to End of Employment: From the one hundred thirty-third (133rd) month to the end of employment, employees shall accrue PTO at the rate of 0.11385 hours per straight-time hour compensated ( $0.11385 \times 2080$  annual hours = 236.8 PTO hours).

14.04 Payment for PTO at Termination - Upon termination, non-probationary employees shall receive at 100% of the value of unused PTO.



Employees have an option of cashing out their unused PTO, using their remaining PTO as service time, or dividing their unused PTO between cash-out and service time. PTO may only be used as service time during the same calendar year as the last day worked.

Employees who terminate active employment before completing six (6) months of employment shall receive no PTO pay. Pay for unused PTO shall be computed through the last day of employment. Section 14.05 may be subject to modification to meet legal requirements in the event of further changes in State Law.

Cash Out Option – Employees may cash-out PTO according to the limits and procedures for the cash out of paid time off (PTO) as applied to non-represented employees. The Union shall be notified of changes to the limits and procedures affecting PTO cash out.

#### 14.05 Sick Leave

14.05.1 Eligible employees shall accrue sick leave at the rate of .025 hours accrued per hours compensated (.025 X 2080 hours = 6.5 days).

14.05.2 In the event of illness, sick leave up to the amount accrued may be used after employment of at least thirty (30) days in a regular position.

14.05.3 Sick leave may accumulate with no maximum limit. Upon termination or retirement immediately following five (5) complete years of active employment in a continuous period of employment with the Port, eligible employees shall be compensated for fifty percent (50%) of their unused sick leave at the scheduled hourly rate of pay at termination, as recorded in the payroll system.

14.05.4 Sick leave will be used as provided by law. For absences exceeding three (3) days, management may require verification that an employee's use of paid sick leave is for an authorized purpose.

14.05.5 In the instance of immediate family member illness, injury, or disability, and consistent with the Family Care Act (FCA), employees may use accrued sick leave or any other accrued PTO in the following situations:

- (a) To care for a child under eighteen (18) years of age (or over 18 but incapable of self-care due to a disability) with a health condition that requires treatment or medication the child cannot self-administer, or where the safety or recovery is endangered without parental presence, or where treatment or preventive measures require parental authorization; and
- (b) To care for a spouse, domestic partner, parent, parent-in-law, or grandparent with a serious health condition (similar to FMLA definitions as outlined in the Port's Leave Addendum), or who has experienced an emergency condition (a sudden, unexpected health occurrence or condition demanding immediate action, typically short-term in nature).

14.05.6 Immediate family shall be defined as in RCW 49.26.210(2), except that domestic partners do not need to be registered. For the purposes of this Article, an employee and a domestic partner must be willing to declare that they:

- (a) Share the same regular and permanent residence;
- (b) Have a close personal relationship;
- (c) Are jointly responsible for basic living expenses;
- (d) Are not married to anyone;
- (e) Are each 18 years of age or older;
- (f) Are not related by blood closer than would bar marriage in the State of Washington;
- (g) Were mentally competent to consent to contract when the domestic partnership began; and
- (h) Are each other's sole life partner and are responsible for each other's common welfare.

14.05.7 Abuse of Sick Leave - Both parties are committed to work to minimize or eliminate any abuse of sick leave.

14.05.8 Shared Leave - The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below in applicable Port policies covering shared leave of non-represented employees.

14.05.9 Washington State Sick Leave Law. Beginning January 1, 2018, employees shall also be entitled to utilize their accrued sick leave in accordance with the minimum requirements of Washington State Sick Leave Law RCW 49.46.210. Employee's shall be notified on each paystub of the amount of paid sick leave they are entitled to use for authorized purposes as defined by the law. For those circumstances in which the minimum requirements of the law entitle an employee to more paid leave for authorized purposes than is available from their contractual paid sick leave accrual, the employee shall be paid the difference as needed. The Port is obligated to notify each employee of their rights under the law (Appendix C).

14.05.10 The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees that, for the term of this Agreement, the Port shall make

contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf.

## **ARTICLE 15 - HOLIDAYS**

15.01 Effective at the signing of this Agreement, ten (10) paid holidays shall be recognized and observed, as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	One "Floating" Holiday Designated by Port each year

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

15.02 Holiday pay shall be eight (8) hours at the straight-time rate subject to the following conditions:

Another paid day off shall be provided to the employee at the straight-time rate for eight (8) hours when the holiday falls on the employee's normal day off, or when the employee works on the holiday, except that the following options shall be available to the employee as alternatives to taking another day off in lieu of the holiday:

- (a) The employee may elect not to take an "in lieu of" day off if the holiday falls on his/her normal day off. In such event, the employee shall receive eight (8) hours' holiday pay.
- (b) If the employee works on the holiday, the employee may elect not to take an "in lieu of" day off. Such employee shall receive eight (8) hours' holiday pay in addition to pay at the overtime rate for all hours worked on the holiday.

15.03 When an employee takes another day off after working the holiday, such day off shall be taken within sixty (60) days of the holiday upon the request of the employee at the discretion of and with the approval of the Department Head.

15.04 Holiday pay shall be prorated for all employees who work less than a full-time schedule. Proration shall be based on the two (2) pay periods preceding the holiday.

15.05 For employees working an alternative workweek, holiday pay shall equal the number of hours the employee was scheduled to work on the day of the holiday.

15.06 Employees working an alternative workweek who work on the holiday shall receive holiday pay for the number of hours worked on that day in addition to pay at the overtime rate for all hours worked on the holiday.

## **ARTICLE 16 - BENEFITS**

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

- (a) Unemployment compensation benefits under the Washington State Employment Security Act.
- (b) Social security insurance (FICA) as covered by the Federal Insurance Contribution Act. (Contingent on retention of the program for all Port employees.)
- (c) Free parking limited to employees on duty status.
- (d) Assigned Locker and shared lunch facilities.
- (e) Washington State Workers' Compensation.
- (f) Educational assistance for employees shall be subject to approval of the Department Head. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Department Head, the Port shall provide reimbursement limited to job related educational curricula.
- (g) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 25) or to any other provisions of this Labor Agreement or to negotiation by the Union.
- (h) Life Insurance. Employees are eligible for coverage the first of the month following date of hire or coincident with the date of hire if hired on the first. Eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate rounded up to the next one hundred dollars (\$100.00). Eligible dependents shall receive life insurance benefits in such amount and in such manner as are provided in contracts by the Port to provide such benefits. Employees shall also be covered by the AD & D policy provided by the Port.

- (i) Paid Parental Leave. The Port agrees to provide Paid Parental Leave to regular, non- probationary employees for the term of this Agreement. Eligibility, participation, and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port Policy HR-5. Changes and/or modifications to Paid Parental Leave shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Paid Parental Leave to the Union.
- (j) Mileage Reimbursement. Employees who use their personal vehicles for Port business will be reimbursed provided such use is approved by the supervisor. Such travel shall be reimbursed in accordance with the IRS approved mileage rate. Requests for mileage reimbursement must be submitted on approved Port expense forms.

#### **ARTICLE 17 - LEAVE WITHOUT PAY**

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

17.02 Leave approval considerations shall include:

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

17.03 In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks with the approval of the 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.

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

17.05 Leaves of absence greater than eighteen (18) months shall be cause to terminate seniority within the bargaining unit.

## **ARTICLE 18 - HEALTH AND WELFARE PROGRAMS**

18.01 Effective July 1, 2018 (based on June 2018 hours for August 2018 coverage) and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month the following:

- (a) **Health & Welfare** - Contribute the sum of \$1,389.40 per month for benefits under the "Medical Plan A." This Plan includes the following:

<b><u>Medical "Plan A" (price includes domestic</u></b>	<b><u>\$1,381.40</u></b>
<b><u>partner coverage at \$14.00 per month)</u></b>	
Time Loss "Plan C" (\$200/week)	\$ 8.00
<i>Total</i>	<b>\$1,389.40</b>

- (b) **Dental** - Contribute the sum of \$132.70 per month for continued benefits under the "PLAN A" (price includes domestic partner coverage at \$2.20 per month).
- (c) **Vision** - Contribute the sum of \$15.10 per month for continued benefits under the "EXTENDED BENEFITS" (price includes domestic partner coverage at \$0.20 per month).

Effective January 1, 2018 each employee eligible for benefits in any month shall contribute \$75.00 toward the cost of the Health & Welfare monthly premium.

Effective January 1, 2019 (based on December 2018 hours for February 2019 coverage) and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month the following:

- (a) **Health & Welfare** - Contribute the sum of \$1,439.00 per month for benefits under the "Medical Plan A." This Plan includes the following:

Medical "Plan A" (price includes domestic	\$1,433.00
partner coverage at \$18.00 cost per month)	
Time Loss "Plan C" (\$200/week)	\$ 6.00
<i>Total</i>	<b>\$1,439.00</b>

- (b) **Dental** - Contribute the sum of \$132.70 per month for continued benefits under the "PLAN A" (price includes domestic partner coverage at \$2.20 per month).

- (c) **Vision** - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (price includes domestic partner coverage at \$0.20 per month).

Effective July 1, 2020 each employee eligible for benefits in any month shall contribute \$125.00 toward the cost of the Health & Welfare monthly premium.

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

18.02 **Maintenance of Plans/ACA Plan Compliance:** The Trustees may modify benefits or eligibility of any plan, in Sections 21.01 and 21.02 above, for the purposes of cost containment, cost management, changes in medical technology and treatment, and to maintain compliance with the Affordable Care Act. 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. The Union will assist the Port in acquiring information from the medical benefits trust to insure that the Port is in compliance with the Affordable Care Act. At any time during the term of this agreement, if the benefits provided by Washington Teamsters Welfare Trust become subject to an excise penalty, the parties agree to meet and discuss the impact.

18.03 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.

18.04 Employees are eligible for coverage the first of the month following date of hire or coincident with the date of hire if hired on the first. Eligible employees shall be covered for long-term disability insurance in such amounts and in such manner as the Port has established with insurance companies or agencies providing such benefits.

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

18.06 **Retirees' Welfare Trust** – Effective July 1, 2018, The Port shall contribute \$94.85 per month per eligible employee for continued benefits under the Retirees Welfare Trust "RWT-PLUS-PLAN", and the Port shall reduce each member of the Bargaining Unit's wages by an amount equal to one half (½) of the monthly premium per member.

Effective January 1, 2019	\$94.85
Effective January 1, 2020	\$TBD
Effective January 1, 2021	\$TBD



## **ARTICLE 19 - PENSIONS**

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

19.02        Western Conference of Teamsters Pension Trust.

Effective July 1, 2018, the Port shall pay the basic rate of \$1.42 to the Western Conference of Teamsters Pension Trust Fund on account of each of its employees who perform the work listed under the classifications and wage section of this Agreement for every straight time hour for which compensation is paid, said amount to be computed monthly, provided that the maximum annual contribution shall be limited to 2,080 hours.

The contributions shall be due and payable to the area administrative office no later than twenty (20) days after the end of each month. In the event the Employer fails to make the monetary contribution in conformity with this Article of the Agreement, the Trustees shall be free to take any action which is necessary to effect collections, and the Employer shall pay all costs of collections, including reasonable attorney fees.

For the purposes of this Article covered hours shall include the following compensable hours: Paid Time Off (PTO), sick leave, holidays, compensatory time taken and bereavement leave shall all be considered compensable time paid. If an employee covered by this Agreement participates in the Port's internal internship program as outlined in Article 8 of this Agreement, hours worked as an intern will be considered compensatory for calculation of pension contributions.

## **ARTICLE 20 - PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

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

20.02        The Port agrees that there shall be no lockouts.

## **ARTICLE 21 - SAVINGS CLAUSE**

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



## **ARTICLE 22 - ENTIRE AGREEMENT**

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

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

## **ARTICLE 23 - APPENDICES INCORPORATED INTO AGREEMENT**

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

## **ARTICLE 24 - CORRECTIVE ACTION AND DISCIPLINE**

24.01 Overview. The Port shall not discipline, suspend or discharge an employee without just cause. As a general rule, a progressive approach to corrective action and discipline will apply when performance falls below a satisfactory level. Gross misconduct; however, may result in suspension or termination without prior warning provided the appropriate elements of just cause have been met. Employees are required to sign documented verbal and written warnings as an acknowledgement of receipt. Such signature does not constitute acceptance of the corrective action. A copy of disciplinary letters will be provided to the Union.

24.02 Coach/Counseling. The Port and Union agree that there is a benefit to coaching and counseling sessions between the employee and a supervisor. Coaching and counseling shall not be considered discipline and documentation of coaching and counseling shall not be placed in an employee's personnel file.

24.03 Progressive Discipline. Consistent with 24.01 above, the typical progressive approach to corrective action and discipline includes, in successive order, a verbal warning, that is reduced to writing and excluded from the employee's official personnel file; written warning; suspension or demotion; and discharge.

24.04 Written Warning Notices. If a written warning notice involves a specific incident or violation, such notice, to be considered valid, must be issued within fourteen (14) calendar days after the Port became aware of the occurrence of such incident or violation claimed by the Port. The timeline to issue written warning notices may be occasionally extended in order for the Employer to perform a fair and complete investigation with notification to the Union, including the reason for the delay.

24.05 Discharge and Suspension Notices. The Employer shall recognize the right of an employee to due process prior to disciplinary suspension or discharge from employment. Notice of recommended disciplinary suspension or discharge shall be timely made following the investigation of the circumstances resulting in the recommendation, normally within thirty (30) calendar days after the Port became aware of the incident. The notice of proposed

discipline shall include the facts upon which the charges are made and a scheduled opportunity to respond to the charges. Notification of a final decision following the response opportunity shall normally be within seven (7) days.

24.06 Administrative Leave. The Port reserves the right to place an employee on paid administrative leave pending the outcome of a workplace investigation of serious misconduct or pending due process steps, in disciplinary processes when the Loudermill Right applies. The Port shall use its best effort to expedite the investigation/administrative proceedings for all employees on paid administrative leave.

24.07 Investigation Meetings. The Port acknowledges the right of an employee to Union representation during a fact finding and/or investigation meeting that could lead to discipline, consistent with the Weingarten Right.

24.08 Records Retention. The Port retains the right to maintain employee records in accordance with its statutory authority and obligation. In the event an employee in the bargaining unit applies for a transfer or promotion to another Port department, discipline records older than twenty-four (24) months will not be shared across department lines as part of the hiring process, absent a waiver signed by the employee.

## **ARTICLE 25 - GRIEVANCE PROCEDURE**

25.01 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.

25.02 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.

25.03 Grievance Procedure.

### **STEP 1**

The affected employee shall present the grievance in writing to his or her Supervisor. If the Supervisor or the Supervisor's designee and the grievant are unable to arrive at a satisfactory settlement, the Supervisor (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 Supervisor's response, or if the Supervisor's response is untimely, within ten (10) days of when the Supervisor's response was due.

## STEP 2

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

Class Grievances. With respect to issues affecting more than one bargaining unit employee, the Union may elect to file a grievance at Step 2 without the need for the individual employee(s) to file the grievance at Step 1. The twenty (20) day time limit referenced in Section 2, 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 Director of Aviation Security (or designee) shall meet to discuss possible resolution of the grievance. If the parties are unable to arrive at a satisfactory settlement, the Union may refer the grievance to Step 3 within ten (10) days of the meeting.

## STEP 3

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

Board of Adjustment. The parties shall schedule a Board of Adjustment hearing which shall be heard no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. Two (2) Port Representatives, and two (2) Union Representatives shall constitute the Board, and both sides shall have an opportunity to present relevant information to the Board relating to the grievance. If the parties are unable to arrive at a settlement within seven (7) days after the Board hearing, or if the Board of Adjustment hearing is not held within twenty (20) days after initiation of Step 3, the Union or the Port may refer the matter to Step 4. The parties may mutually agree to waive the Step 3 process.

## STEP 4 – ARBITRATION

Initiation of Step 4. The Parties initiate Step 4 by filing a written request, specifying the issue to be arbitrated. The request must be submitted within ten (10) days of completion of the Board of Adjustment, or if no Board of Adjustment is scheduled within twenty (20) days after the initiation of Step 3, then within twenty-seven (27) days after the initiation of Step 3.

Selecting an Arbitrator. The Port and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. The Parties agree to equally split any costs associated with obtaining a list of arbitrators from FMCS. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final

remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first initiative through a coin flip.

The Hearing. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue 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; each party shall otherwise pay its own fees, expenses and costs, including attorney fees.

## **ARTICLE 26 – CONFERENCE BOARD**

Statement of Intent: The Conference Board is intended to serve as a communication support and perform like a Business Partnership Committee.

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

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, etc.

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 Security. 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.

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

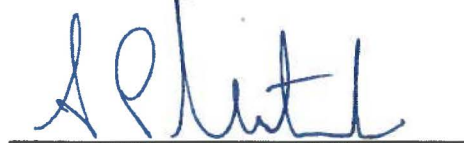
The Conference Board shall provide an answer to those issues/questions brought before it within a mutually agreed upon time.

**ARTICLE 27 - TERM OF AGREEMENT: JULY 1, 2018 TO JUNE 30, 2021**

Wage rate effective dates shall be as provided for in Appendix A.I. - Pay Schedules. Differentials as provided in Appendix A.II.B.

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 effective date to June 30, 2021.

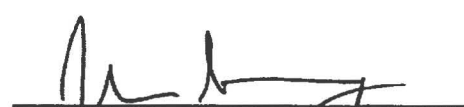
**PORT OF SEATTLE**



**STEPHEN P. METRUCK**  
Executive Director

6/17/2019  
Date

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



**JOHN SCEARCY**  
Secretary-Treasurer

6/17/19  
Date

**APPENDIX "A"****I. PAY RATES**

		<b>Effective 07/01/18</b>
<b>Classification</b>	<b>Service Time</b>	<b>Hourly Rate</b>
Credential Specialist*	Entry Level	\$23.44
	12 months	\$25.36
	24 months	\$27.84
	36 months	\$29.79
	5 years	\$30.68
	8 years	\$31.57
	12 years	\$32.50
	16 years	\$33.46
Credential Center Receptionist	Entry Level	\$20.34
	12 months	\$22.07
	24 months	\$23.15
	36 months	\$24.26
	5 years	\$25.47
	8 years	\$26.73
	12 years	\$29.71
	16 years	\$30.13

\*Credential Specialist Lead – 5% premium over base rate of Credential Specialist per years of service.

Effective July 1, 2018, the Credential Specialist and Receptionist classifications shall be increased by 3%.

Pay rates are to be adjusted July 1, 2019 using 100% of the 2018 Seattle Tacoma Bellevue CPI U annual average, with a 0% minimum and a 6% maximum.

Pay rates are to be adjusted July 1, 2020 using 100% of the 2019 Seattle Tacoma Bellevue CPI U annual average, with a 0% minimum and a 6% maximum, and an additional 1% (market rate adjustment).

**II. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS**

- A. Shift Differential. Employees shall receive a shift differential of seven and one-half percent (7.5%) over their regular rate when required to work second shift and ten percent (10%) over their regular rate when required to work the midnight (third) shift.

- B. Overtime Rate. Overtime shall be paid at one and one-half (1½) times the rate of pay for the work performed. There shall be no compounding or "pyramiding" of overtime pay. "Hours of Work and Overtime" are covered in Article 13 (See also Article 15, "Holidays").
- C. Severance. Should the need arise for a permanent reduction in force in a classification covered by this Agreement, the Port agrees to meet with the Union for the purpose of negotiating the effects of such decision. Such impact negotiations will include severance payments, if any, and timing and notice period for said reduction.



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

**PREAMBLE**

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local Union No. 117 ID Access Employee's Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

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

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

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

- A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- B. Preconditions to Drug Testing. Before an employee may be tested for drugs or alcohol based upon reasonable suspicion, the Port must meet the following prerequisites:
  - 1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
  - 2. The Port shall provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  - 3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
  - 4. Managers shall be the department representative to authorize or approve a drug/alcohol test.
  - 5. The manager authorizing or approving a drug or alcohol test under this Appendix B shall provide a written report to the Department Director and to the employee, if requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.



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

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

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

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

collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

2. The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.
3. Any screening test shall be performed using the enzyme immunoassay, (EMIT) method.
4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.
5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
7. Employees tested for alcohol shall be subject to the collection of a breath sample(s), conducted as defined in E (9), to determine if current consumption of alcohol is present.

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

1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require

the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
4. When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
5. Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed and labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One (1) of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.
6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this Appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the Appendix will be employed.

7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within twenty-four (24) hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.
8. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.
9. All screening and confirmatory breath alcohol tests shall be conducted by certified breath alcohol technicians and in accordance with the procedures set forth in WAC 448.

F. Consequences of positive test results.

1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any disciplinary procedures are invoked as specified in Section (E) (7) and the Departmental Grievance Procedure.
2. Consistent with the conditions of the Appendix, the Employer may take disciplinary action based on the test results as follows:  
Confirmed positive test - Employee is subject to discharge.

G. Employee rights.

1. The employee shall have the right to a Union representative during any part of the drug testing process.
2. If at any point the results of the testing procedures specified in the Appendix are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the Employer. All positive test results will be kept confidential, and will be available only to the Chief, one (1) designated representative of the Chief, and the employee.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the qualifications of the laboratory personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory.