

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**



**Port of Seattle**

**And**

**Teamsters Local Union No. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

**Representing  
Police Non-Sworn Supervisors**



**Term of Agreement**

**January 1, 2017 – December 31, 2019**

## NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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**PORT POLICE AGREEMENT  
NON-SWORN SUPERVISORS**

**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 the 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 the classification of Police Non-Sworn Supervisors, which includes the job titles as set forth in Appendix A.

**ARTICLE 3 – UNION SECURITY**

3.01 All employees coming to work under this Agreement must join the Union after thirty (30) days of employment and thereafter maintain membership with the Union in good standing or will be subject to termination. Employees shall be afforded their rights to religious objections as protected in RCW 41.56.122.

3.02 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. No employee shall be disciplined for any reason without just cause.

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

(a) That membership was not available to the employee on the same terms and conditions generally applicable to other members, or

(b) That membership was denied or terminated for reasons other than the failure of the employee to tender periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

3.04 The Port shall discharge or otherwise cause the termination of employment of noncomplying 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. Upon receipt

of such request by the Union, the Port shall, within five (5) working days notify the employee of a proposed termination and provide an opportunity for the employee to respond in person or in writing to the proposal. Unless the Port has lawful grounds to retain the employee, the employee shall be terminated immediately following the pre-termination response deadline.

3.05 The Union agrees to indemnify and save the Port harmless against any liability, which may arise by reasons of any action(s) taken by the Port to comply with the provisions of this Article.

#### **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 signing notice submitted to the Port, the initiation fee, and regular monthly dues and assessments. 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, the error will be addressed as soon as practicable.

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

#### **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 AND UNION COMMUNICATION**

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

Bargaining unit members are expected to comply with Port policies relating to the use of Port equipment and systems. In no circumstance shall use of the Port's equipment interfere with operations and/or service to the public.

Stewards and Union staff may use the Port's electronic mail system for communications related to contract administration to the extent that such use complies with applicable Port policies. The Parties understand and agree that there is no expectation of privacy of electronic mail messages.

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

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

## **ARTICLE 8 – MANAGEMENT RIGHTS**

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

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

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

- (a) To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine the keeping of records;
- (d) To establish employment qualifications for new employee applicants, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;
- (e) To determine the mission, methods, processes, means, 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.

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

#### **ARTICLE 9 – SENIORITY AND REDUCTION IN FORCE**

9.01 An employee's seniority date shall be the date of hire in the Port. The probationary period for any employee appointed to a classification under this Agreement shall be for the twelve (12) calendar months following such appointment. The probationary period may be extended at the discretion of the Chief of Police (hereinafter referred to as the Chief) if the probationary employee has been absent due to bona fide illness or other legitimate reason. If an employee, who has promoted to the bargaining unit from a Police Communication Specialist or a Police Specialist position, fails to pass the probationary period, the employee shall be allowed to return to his/her former position provided there is an opening available. An employee returning to a former position under these circumstances shall resume their seniority within the former bargaining unit as if continuously employed there.

9.02 Seniority shall prevail in the event of a layoff; thus, the last employee hired in a classification 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 who are separated from employment before the completion of their probationary period shall not be subject to recall rights as outlined in this Article.

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

9.04 Vacation scheduling shall be done so that seniority is the primary consideration. Vacation scheduling shall be by Department Policy and Procedures.

9.05 Seniority shall only be broken in the event of retirement, voluntary quit, failure to return from an approved leave of absence, layoff exceeding one (1) year, or discharge for just cause.

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

## **ARTICLE 10 – JURY DUTY**

10.01 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, and other expenses). Port compensation for service under this Section only applies to absence from scheduled work hours.

10.02 Communications Supervisors shall be assigned to a Monday through Friday workweek on day shift schedule for the period of jury duty service. Upon final release from jury duty, the Communications Supervisor will return to his/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 Communications Supervisor regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

10.03 If an employee is released from jury service prior to the end of his/her scheduled work hours, the employee shall immediately call in to work and report to duty or use vacation time to cover the remaining hours. At management's discretion, an employee may work from home to cover the remaining hours.

10.04 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.

10.05 For service as a subpoenaed witness on a Port-related case, 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.

10.06 Communication Supervisors who are lateral hires from within the State of Washington will be compensated for their appearances for their prior jurisdiction. Management shall adjust the employee's schedule to accommodate the appearance and avoid payment of overtime.

10.07 This Article shall not apply to either grievances or arbitrations, which are defined in Article 22 of this Agreement.

## **ARTICLE 11 – BEREAVEMENT LEAVE**

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

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

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

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

## **ARTICLE 12 – HOURS OF WORK AND OVERTIME**

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

12.02 Communication Supervisor. The normally scheduled workday shall be no less than eight (8) hours, at the discretion of the Chief or designee; provided, the employee shall be entitled to at least two (2) consecutive days off, and the Department shall provide the employee at least fourteen (14) days advance notice of schedule changes, except during a bona fide emergency. The workday shall include, at a minimum, a paid mealtime of thirty (30) minutes, a paid fifteen (15) minute rest period before mealtime, and a paid fifteen (15) minute rest period after mealtime. Employees may work alternative work schedules with the mutual agreement of management, and the Union.

12.03 Police Administrative Supervisor. The normally scheduled workday shall be no less than eight (8) hours, at the discretion of the Chief or designee; provided, the employee shall be entitled to at least two (2) consecutive days off, not including an unpaid period allowed for lunch. Such period shall be either one-half (1/2) or one (1) hour by employee's option. The Department shall provide the employee at least fourteen (14) days advance notice of schedule changes, except during a bona fide emergency. The workday shall include a paid fifteen (15) minute rest period before mealtime, and a paid fifteen (15) minute rest period after mealtime. Employees may work alternative work schedules with the mutual agreement of management, and the Union.

12.04 Overtime Pay and Exceptions. Hours worked in excess of the normal workday, or the normal forty (40) hour workweek, shall be compensated for at the overtime rate of one and one-half (1½) of the employee's regular straight time rate of pay (see Appendix A). All compensated hours shall apply to workdays and/or work weeks for the qualification of overtime; however, holiday cash-out pay, as specified in Article 14.02(b)(2), shall not count as hours worked or compensated for calculation of overtime thresholds.

12.05 There shall be no compounding or "pyramiding" of overtime pay.

12.06 Daylight Savings Time. When time is officially changed (as from standard time to daylight savings time or vice versa) during an employee's working hours, the employee shall be paid for actual hours worked. If the employee loses a straight-time (non-overtime) hour, the employee will not receive pay for that straight-time hour, unless the employee elects to use vacation to replace the lost hour. If an employee works an extra hour, the employee will receive pay subject to the overtime provisions of the Collective Bargaining Agreement.

12.07 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 the scheduled workday, such employee shall receive overtime pay for the remainder of the mealtime not taken. If an employee independently and without proper authorization elects not to take a mealtime, such employee shall not receive overtime payment for the mealtime missed.

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

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

12.10 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.

12.11 Training. The normal workweek and normal workday for employees may be modified to accommodate training or educational requirements.

## **ARTICLE 13 – VACATION**

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

13.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, regular permanent employees 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 Manager or designee. Seniority shall be considered in accordance with Departmental procedures when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Manager or designee on a vacation request form thirty (30) days or more in advance; more notice may be required by the Manager or designee when necessary to provide for proper scheduling of personnel.

13.02 Limits on Accumulating Vacation Leave. Vacation leave accumulation shall be limited to four hundred eighty (480) hours.

13.03 Rates of Accrual. Effective upon ratification between the parties, eligible employees shall receive vacation accruals based upon a pro rata share of a full-time work schedule. Vacation leave is earned as follows:

(a) 96 Hours of Vacation. Based on the first day of employment, from the first (1<sup>st</sup>) full day of employment up to and including the forty-second (42<sup>nd</sup>) full month of employment, permanent employees shall accrue vacation 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 eighty-fourth (84<sup>th</sup>) full month of continuous employment, eligible employees shall accrue vacation at the rate of ten (10) hours per month of active employment, or the equivalent of up to one hundred twenty (120) hours per year (10 hours per month x 12 months = 120 hours per year).

(c) 140 Hours of Vacation. From the eighty-fifth (85<sup>th</sup>) full month to and including the one hundred and thirty-second (132<sup>nd</sup>) full month of continuous employment, eligible employees shall accrue vacation at the rate of eleven and sixty-seven hundredths (11.67) hours per month of active employment, or the equivalent of up to one hundred forty (140) hours per year.

(d) 160 Hours of Vacation. From the one hundred thirty-third (133<sup>rd</sup>) full month to and including the one hundred and ninety second (192<sup>nd</sup>) full month of continuous employment, eligible employees shall accrue vacation 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 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, eligible employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one hundred sixty-eight (168) hours per year (14 hours per month X 12 months = 168 hours per year).

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

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

(h) 192 Hours Vacation. From the two hundred fifty-third (253<sup>rd</sup>) full month, to and including the two hundred sixty-fourth (264<sup>th</sup>) full month of continuous employment, eligible 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>), to and including all subsequent full month of continuous employment, eligible employees shall accrue vacation at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).

13.04 Payment for Vacation Leave at Termination. Upon termination, regular permanent employees shall receive pay in lieu of unused vacation based on limitations stated above and as further limited by this Section.

Employees shall receive, upon termination, pay in lieu of unused vacation up to the limits as prescribed above. However, at their option, such employees may elect to take paid service time in lieu of termination pay.

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.

13.05 Cash Out Option. Employees may cash-out vacation leave 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 vacation leave cash out.

**ARTICLE 14 – HOLIDAYS**

14.01 Effective at the signing of this Agreement, for the Police Administrative Supervisor, twelve (12) paid holidays shall be recognized and observed, as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>
One "Floating" Holiday	Designated by Port each year
Two "Floating" Holidays	Designated by Employee each year, with approval of the Manager

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

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

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

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

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

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

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

14.03 **Communications Supervisor**. Effective upon ratification between the parties, in lieu of holidays, employees shall receive a pool of one hundred and fourth (140) holiday hours on January 1<sup>st</sup> of each year. Changes in the number of pooled holiday hours due an employee resulting from a change of schedule, separation from the Department, or for any other reason, shall be prorated.

Pooled holiday hours will not be carried over from year to year. The Port will cash-out any unused pooled holiday leave on the last paycheck of the calendar year. Upon termination of employment, accrued, unused, holiday hours shall be cashed out, subject to proration.

A Communications Supervisor may request and use pooled holiday leave up to the number of hours accrued at the time of the desired use, subject to the approval of the Communications Center Manager. Seniority shall be considered, in accordance with Departmental procedures, when scheduling such use. Normally, requests shall be made at least thirty (30) days or more in advance; however, requests made less than thirty (30) days in advance shall be considered and approved if it will not negatively impact Departmental operations.

14.04 Holiday pay shall be prorated for all employees who work less than a full-time schedule.

## **ARTICLE 15 – COMPENSATION FOR TRAVEL TIME**

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

15.02 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.

15.03 The normal pay and work schedule shall apply, as provided in this Agreement and subject to Article 12, 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 requirement.

## **ARTICLE 16 – PROFESSIONAL LIABILITY**

The Port shall provide professional liability coverage for employees when they are acting within the scope of their authority and duties with the Port of Seattle.

## **ARTICLE 17 - REQUESTED BENEFITS**

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

- (a) Washington State Public Employees Retirement System.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) Social security insurance (FICA) as covered by the Federal Insurance Contribution Act. (Contingent on retention of the program for all Port employees.)
- (d) Parking limited to employees on-duty status in the parking garage. Off-duty employees may use alternative Port parking, during vacations and such, in the same manner as salaried employees.
- (e) Lockers and lunchroom facilities.
- (f) Washington State Self Insured Workers' Compensation.
- (g) Educational assistance for employees shall be subject to approval of the Chief. Such assistance shall be 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 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.
  - (2) After one year of continuous employment, for individual courses limited to job related educational curricula, one hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after evidence of satisfactory completion.
  - (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
  - (4) The employee must provide to the Department a detailed Letter of Commitment that captures his/her study and career goals.

(5) The employee should normally expect to provide a minimum of two (2) years of service to the Port upon completion of study towards a college degree. This is not a payback provision.

(h) 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 or to any other provisions of this Collective Bargaining Agreement or to negotiation by the Union.

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

Effective January 1, 2008, in the amount of \$1.50 per hour.

(j) The Port of Seattle shall allow all employees the opportunity to attend the Port of Seattle retirement planning seminars.

(k) Life Insurance. Effective the first (1<sup>st</sup>) of the month following date of hire or date of hire if on first (1<sup>st</sup>) of month, 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). 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.

(l) Supplemental life insurance programs offered by the Port to salaried employees shall also be made available to employees covered by this Agreement.

## **ARTICLE 18 – LEAVE WITHOUT PAY**

18.01 After one (1) year's service, an employee shall be eligible for a leave of absence without pay, not to exceed six (6) work weeks. Requests for such leave 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.

18.02 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.

18.03 In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks, but shall not exceed one (1) year at the discretion and approval of the Chief and/or 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. If the employee remains on approved Leave of Absence for more than six (6) weeks, the employee shall retain his/her original seniority date in the bargaining unit but shall not further accumulate seniority.

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

## **ARTICLE 19 – SICK LEAVE**

19.01 Based on a pro rata share of a full-time active work schedule and upon completion of thirty (30) days of continuous employment, permanent employees shall accrue up to one (1) working day per month of sick leave, accrued at an hourly rate per each straight-time hour compensated (to be calculated based on work schedule), not to exceed twelve (12) working days for any employee in a calendar year.

19.02 Except as provided in other sections or appendices of this Agreement or by law, sick leave will be used only in instances of non-job related employee or dependent illness or injury. However, sick leave may be used to cover normally scheduled workdays within the three (3) day exclusion of the Washington State Workers' Compensation program. Departmental management may 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, to the extent provided by law.

19.03 Sick leave shall be applied in coordination with the Teamster Plans indicated in Article 21. 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.

19.04 Upon termination or retirement following five (5) continuous years of active employment in a permanent position, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave at the rate of pay at termination. Such accumulated sick leave payoff is payable to the employee's spouse or other designated beneficiary in the event of an employee's death.

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

19.06 Attendance incentive.

(a) Five hundred dollars (\$500.00) for any employee who has completed a full calendar year of continuous employment without any absence from work. Incentive pay will be subject to payroll withholding requirements.

(b) Any absence except the following will disqualify an employee:

- (1) Vacation
- (2) Holidays
- (3) Bereavement Leave
- (4) Comp Time
- (5) Military Leave
- (6) Jury Duty
- (7) Subpoenaed Witness Serve on a Port-related case
- (8) Appointment Time
- (9) Effective January 1, 2018, the first .025 per hour worked of paid sick leave
- (10) Other leave as protected by law.

(c) The Police Department time cards and payroll hours will be used to determine eligibility.

19.07 Appointments. Regular full-time employees who are scheduled to work a full time schedule may be granted brief periods of paid time off for medical, dental, or other personal business appointments (such as appointments with attorneys) which could not be arranged during non-working hours. The Chief or designee may authorize time off for not more than twelve (12) hours of personal appointments during a calendar year.

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

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

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

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

**ARTICLE 20 – LONG TERM DISABILITY**

The Port agrees to provide long term disability insurance on the first day of active employment following six (6) continuous months of employment. Such coverage shall be the same as that provided for exempt and non-exempt employees as provided for in the Port’s Salary and Benefit Resolution.

**ARTICLE 21 – HEALTH AND WELFARE PROGRAMS**

21.01 Effective January 1, 2017 (based on December 2016 hours), and each month thereafter during the period this Agreement is in effect, the Port agrees to pay to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month the following:

- a. Health & Welfare – Contribute the sum of \$1,408.80 per month for benefits under the “**Medical PLAN A**” as described below:

Medical Plan A	\$1,367.40
Domestic Partner Coverage	\$ 14.00
9 month Additional Waiver	\$ 11.40
Time Loss Plan A (\$400/wk)	<u>\$ 16.00</u>
<b>Total</b>	<b>\$1,408.80</b>

- b. Dental – Contribute the sum of \$132.70 per month for continued benefits under the “**PLAN A including domestic partner dental coverage.**”
- c. Vision – Contribute the sum of \$15.10 per month for continued benefits under the “**EXTENDED BENEFITS PLAN including domestic partner vision coverage.**”

21.02 Effective January 1, 2018, and each month thereafter during the period this Agreement is in effect, the Port agrees to pay to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month the following:

- a. Health & Welfare – Contribute the sum of \$1,408.80 per month for benefits under the “**Medical PLAN A**” as described below:

Medical Plan A	\$1,367.40
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Time Loss Plan A (\$400/wk)	<u>\$ 16.00</u>
<b>Total</b>	<b>\$1,408.80</b>

- b. Dental – Contribute the sum of \$132.70 per month for continued benefits under the **“PLAN A including domestic partner dental coverage.”**
- c. Vision – Contribute the sum of \$15.10 per month for continued benefits under the **“EXTENDED BENEFITS PLAN including domestic partner vision coverage.”**

21.03 Employee Premium Share

Effective January 1, 2017, and for the life of the contract, each employee eligible for benefits in any month shall contribute seventy-five dollars (\$75) per month toward the cost of the Health and Welfare monthly premium.

The Port will continue to cover at one-hundred percent (100%) employee Dental and Vision benefit premiums during the life of the Agreement.

21.04 Retirees Health & Welfare. The Port shall contribute the following for continued benefits under the Retirees Welfare Trust **“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 (½) of the monthly premium per member.

Effective January 1, 2017	\$94.85
Effective January 1, 2018	\$94.85
Effective January 1, 2019	To be determined by the Trust

21.05 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.

21.06 The Port agrees to provide Flexible Spending Accounts as provided for salaried employees, not to include employer contributions, if any.

The level of benefits agreed upon in this Article at the signing of the Agreement shall remain in effect for the duration of the Agreement.

21.07 If at any time during the term of this agreement, Teamsters Local 117 Officers and/or Sergeants agree to, or through an interest arbitration ruling, change health and welfare plans, employees within the bargaining group shall be provided with the same benefits of the new health and welfare plan. The parties agree to reopen Article 21 of the current 2017-2019 CBA and negotiate any effects associated with this change in health plans. The transition to the new health plan will not occur until the next open enrollment period.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

22.01 **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.

22.02 **Discipline.** The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves a discharge, suspension, demotion, or written reprimand shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration.

22.03 **Time Limits.** All grievances shall be presented within twenty (20) days of the occurrence or the date that 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.

22.04 **Election of Forum.** An employee electing to pursue a matter through the Civil Service System may not also pursue to arbitration a grievance through this 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.

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

22.06 **Grievance Procedure.**

### **STEP I**

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 that 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 if the division commander's response is untimely, within ten (10) days of the date when the division commander's response was due.

## **STEP II**

**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. 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) employee, the Union may elect to file a grievance at Step 2 without the need for individual employees to file grievance at Step 1. The twenty (20) day time limit referenced in Section 22.03, as well as the other requirements of this Article, shall be applicable to such filings.

**Step 2 Meeting.** Within fourteen (14) days after the initiation of Step 2, the Union's business representative and the Chief 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 Union may refer the grievance to Step 3 within ten (10) days of the meeting.

## **STEP III**

**Initiation of Step 3.** The Union shall notify the Chief 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 held 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. The parties may mutually agree to waive the Step 3 process.

## **STEP IV: Arbitration**

**Initiation of Step 4.** The Union initiates Step 4 by filing a written request with the Port, 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 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 and witness compensation.

### **ARTICLE 23 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

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

23.02 The Port agrees that there shall be no lockouts.

23.03 The conditions stated in Sections 23.01 and 23.02 of this Article shall remain in effect with or without a signed Labor Agreement.

### **ARTICLE 24 – 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 25 – ENTIRE AGREEMENT**

25.01 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.

25.02 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 26 – LETTERS OF AGREEMENT AND APPENDICES**

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

1. Appendix A – Pay Rates
2. Appendix B – Drug Testing

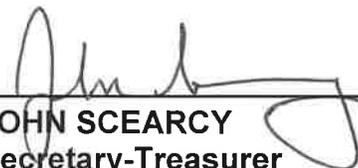
**ARTICLE 27 – TERM OF AGREEMENT: JANUARY 1, 2017 TO DECEMBER 31, 2019**

All provisions of this Agreement shall extend from effective date to December 31, 2019. The Agreement may be opened by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

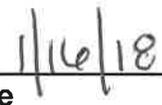
**PORT OF SEATTLE**

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

\_\_\_\_\_  
**STEPHEN METRUCK**  
Executive Director

  
\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## **APPENDIX A**

### **PAY RATES**

#### I. PAY SCHEDULES

A. Effective the first full pay period of 2017, the following wage rates shall apply:

<u>Job Title</u>	<u>Length of Service</u>	<u>Rate of Pay</u>
Police Administrative Support	Entry	\$36.24
	One (1) Year (Top Base)	\$38.15
Communications Supervisor	Entry	\$37.74
	One (1) Year	\$39.83
	Two (2) Year (Top Base)	\$41.93

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

The wage scales shall be adjusted by applying the Cost-of-Living Adjustments (COLA) to the top step of each scale as follows:

Effective the first pay period of 2017, base hourly wage rates will be increased by an amount equal to two point six percent (2.6%).

Effective the first full pay period of 2018, base hourly wage rates will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), October 2016 to October 2017, with a zero percent (0%) minimum and a six percent (6%) maximum.

Effective the first full pay period of 2019, base hourly wage rates will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), October 2017 to October 2018, with a zero percent (0%) minimum and a six percent (6%) maximum.

For Police Administrative Supervisor the Entry rate shall be ninety five percent (95%) of the One Year rate. For Communications Supervisor the One (1) Year rate shall be ninety five percent (95%) of the Two (2) Year rate; the Entry rate shall be ninety percent (90%) of the Two Year rate.

#### II. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS

(A) **Communication Supervisors' Differential.** The entry level base pay rate for Non-Sworn Communication Supervisors shall be maintained at a level, which is at least nine point two percent (9.2%) above the top step base rate of pay for the Police/Fire Communications Specialists.

(B) **Longevity Premium.** Effective January 1, 2014, base hourly pay for all classifications shall be increased by the following longevity premium schedule, based upon date of hire into the Non-Sworn Supervisor's bargaining unit:

- (1) 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%).
- (2) 3% 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 three percent (3%).
- (3) 4% 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 four percent (4%).
- (2) 5% Longevity Premium: From the start of the two hundred forty-first (241<sup>st</sup>) full month to and including the three hundredth (300<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).
- (3) 6% Longevity Premium: From the start of the three hundred-first (301<sup>st</sup>) full month to and beyond of continuous employment, permanent employees shall be paid a longevity premium of six percent (6%).

(C) **Educational Incentive.** Base pay for Communications Supervisors and Police Administrative Supervisors with six (6) months service in the bargaining unit shall be increased by the following educational incentive schedule.

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

(D) **Shift Differential.** Effective upon ratification between the parties, Communication Supervisors who are permanently assigned to night shift shall receive a two percent (2%) pay differential above the employee's base rate of pay for all hours worked.

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

PREAMBLE

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local 117 Non-Sworn Supervisors Employee's Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

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

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

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

- A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- B. Preconditions to Drug Testing. Before an employee may be tested for drugs or alcohol based upon reasonable suspicion, the Port must meet the following prerequisites:
  - 1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
  - 2. The Port shall provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  - 3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
  - 4. Lieutenants or higher ranked officers or managers shall be the department representative to authorize or approve a drug/alcohol test.
  - 5. The Lieutenant or higher ranked officer or manager authorizing or approving a drug or alcohol test under this Appendix B shall provide a written report to the Chief of Police, or Department Director if the employee is not part of the Police Department, and to the employee. If requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.
  - 6. The Port shall not use the drug testing program to harass any employee.

- 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 a laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
5. Immediately after the sample has been given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.
6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within 24 hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.

8. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.
9. All screening and confirmatory breath alcohol tests shall be conducted by certified breath alcohol technicians and in accordance with the procedures set forth in WAC 448.

F. Consequences of positive test results.

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

G. Employee rights.

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