

Item No.: 6e
Meeting Date: October 22, 2019

COLLECTIVE BARGAINING AGREEMENT

By and Between



Port of Seattle

And

Teamsters Local Union No. 117

Affiliated with the
International Brotherhood of Teamsters

**REPRESENTING RENTAL CAR FACILITY (RCF)
BUS DRIVERS**



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Term of Agreement

March 15, 20196 – March 14, 202319

NOTICE TO ALL MEMBERS

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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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Rental Car Facility (RCF) Bus Drivers

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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), collectively herein referred to as the Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union; the establishment through collective bargaining of the equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and working conditions of employment.

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ARTICLE 2 – UNION RECOGNITION AND PAYROLL DEDUCTION

2.01 The Port recognizes the Union as the sole and exclusive bargaining representative for the Rental Car Facility Bus Drivers (RCF) covered by this Collective Bargaining Agreement.

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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.

2.03 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.

2.04 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within 10 days from date of hire.

2.05 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.~~

~~2.06 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 2 - UNION SECURITY

~~2.01 The Employer recognizes the Union as the exclusive collective bargaining representative for Rental Car Facility (RCF) Bus Drivers covered by this Agreement.~~

~~2.02 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.~~

~~2.03 This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.~~

~~2.04 Two (2) weeks from the date of the execution of this Agreement the Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating each employee's initial hiring date.~~

~~2.05 Thereafter, the Employer shall submit to the Union, the names and hiring dates of all new employees and, in addition, any employee rehired. Such written notice shall be submitted to the Union not later than ten (10) days from the date of employment or re-employment of such employee. This provision shall apply only to employees in the bargaining unit.~~

2.076 Hiring: When new or additional employees are needed, the Employer may notify the Union of the number and classifications of employees needed. The Union may refer applicants for the vacancies to be filled.

ARTICLE 3 - MANAGEMENT RIGHTS

In addition to all the customary and usual rights, powers, functions and authority which the Port had prior to the signing of this Agreement with the Union are retained by the Port, except

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those rights, functions, or authority which are specifically modified by the express provisions of this Agreement.

Further, the direction of its work force is vested exclusively with the Employer. This shall include, by way of illustration, but not limited to the forgoing: the sole right and responsibility to establish new jobs, to determine staffing levels and schedules, abolish or change existing jobs, establish, revise, direct, hire, promote, demote, lay-off, discharge or discipline for cause, promulgating reasonable rules and regulations of uniform application, and to maintain discipline and efficiency of employees, which shall include but not be limited to annual performance evaluations in order to provide promotional and development opportunities, and performance management.

ARTICLE 4 - PAYROLL DEDUCTIONS,

~~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, assessments and regularly monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.~~

~~4.02 The Union agrees to indemnify and hold harmless the Port for any action(s) taken by the Port pursuant to this Article.~~

ARTICLE 45 - SERVICE CHARGES

It is hereby agreed that the Port shall pay for drug testing and any costs associated with obtaining an initial identification badge incidental to the hiring of employees.

ARTICLE 56 - PAY PERIODS,

All employees shall be paid biweekly, and in no case shall the Port hold back more than fourteen (14) days' pay. No deductions shall be made from paychecks without the written consent of the employee, except as provided by federal, state, or municipal law. If the Port makes a payroll error, the Port shall pay the employee money owed no later than the next pay period, however the Port shall endeavor to pay the employee as soon as practical.

~~If an employee is overpaid the Port shall be entitled to collect the overpayment through the deduction of the employee's subsequent wages as consistent with RCW 49.48.200. Nothing in this article precludes the employee from agreeing to a larger deduction.~~

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

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ARTICLE 67 - BUSINESS UNION REPRESENTATIVE ACCESS

The Port agrees to allow reasonable access, with courtesy notice to Port Management, to Port facilities for Unionbusiness 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.

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ARTICLE 78 - BULLETIN BOARD AND ELECTRONIC MAIL

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.

Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the Employer's electronic mail system for communications related to contract administration and sending notices to each other, provided they comply with the Ports 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 or violate Port policies.

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ARTICLE 89 - UNIFORMS AND EQUIPMENT

Uniforms necessary in the performance of bargaining unit work shall be furnished by the Port at no cost to the employee. All wage personnel will be required to wear Port authorized uniforms. A necktie black in color may be worn, but in keeping with providing service to the public, may not contain any written message(s) or symbols representative of a message.

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ARTICLE 910 - PERFORMANCE EVALUATIONS

910.01 Objective: Management will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the organization's objectives.

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals, and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with the department's requirements.

To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Such discussions will be documented in the supervisor's file.

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Performance evaluations in conjunction with seniority will be considered for promotion from relief driver to full or part-time driver.

940.02 Evaluation Process: Employee work performance will be evaluated at completion of his or her probationary period and at least annually thereafter. Prior to preparing the employee's evaluation, the employee's supervisor will solicit input from other supervisors. This input will be considered by the supervisor for inclusion in the evaluation. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations at the beginning of the review period as well as notifications of any modifications made during the review period.

The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

- Reviewing the employee's performance;
- Identifying ways the employee may improve his or her performance;
- Identifying performance goals and expectations for the next appraisal period; and
- Identifying employee training and development needs.

The performance evaluation process will include performance evaluation forms used by the Employer, the employee's written signature acknowledging receipt of the forms, and any comments by the employee. The evaluation, including the employee comments, will be considered by the manager who shall review all evaluations. Once completed and signed by the manager, a copy will be provided to the employee (with manager comments, if any) who may provide responsive comments to be attached to the evaluation. The original performance evaluation forms, including the employee's comments will be maintained in the employee's personnel file.

This Article and the content of the performance evaluations may be grieved through Step 3 of the grievance process; employees may also provide a written rebuttal for inclusion in their personnel file.

ARTICLE 104 - SENIORITY AND REDUCTION IN FORCE

104.01 Seniority shall commence when assigned as an employee in the bargaining unit and shall remain in force while assigned as an employee. The probationary period for any employee shall be one hundred eighty (180) calendar days from the employee's original date of hire. Seniority shall be broken by termination, after one (1) year on layoff, after (1) one year of being off work due to injury or illness, or by working outside of the bargaining unit in a permanent position for more than six (6) months. Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

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104.02 There shall be one seniority list for the purpose of shift and vacation bidding, and reduction in force seniority shall apply.

ARTICLE 112 - HOURS OF WORK AND OVERTIME

112.01 Hours of Work: Eight and one half (8½) hours, including a thirty (30) minute unpaid meal period, shall constitute a workday and five (5) full eight and one half (8½) hour days shall constitute a workweek.

112.02 Reporting Pay: Employees shall be paid a minimum of four (4) hours, at their straight time rate unless an overtime rate applies to hours actually worked, when reporting for a shift.

112.03 Emergency Conditions: Employees may be required to report to work or work extended hours in emergency conditions.

112.04 Overtime

~~a.~~ a. All hours worked in excess of forty (40) straight time hours in any one employee's work week shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.

~~a.b.~~ a.b. All hours worked in excess of nine (9) hours in one day shall be paid for at the rate of one and one half (1 ½) times the employee's regular rate of pay.

~~c.b.~~ c.b. Overtime shall be paid on one basis only, and there shall be no compounding or pyramiding of overtime. The overtime rate shall be calculated based upon an employee's shift differential, if applicable.

~~d.e.~~ d.e. Management shall utilize shift extension, relief drivers and part-time drivers to minimize overtime.

~~e.~~ e. If it is necessary to offer overtime to drivers other than through shift extension, management shall offer overtime to the most senior driver whose next regularly scheduled shift will not violate federal or state law required rest period.

~~fd.~~ fd. When overtime is required and there are no volunteers, overtime will be assigned in reverse seniority.

112.05 Relief Periods

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- a. Combined Break Periods: At the discretion of management, a thirty (30) minute unpaid meal period and two (2) fifteen (15) minute rest periods may be combined to provide a one (1) hour break period for each eight and a half (8½) hour shift (30 minutes unpaid/30 minutes paid). No other scheduled or relieved breaks, except this one (1) hour period are provided. The scheduling of such break period for individual bus drivers shall be at the discretion of the management based on appropriate manpower utilization and accommodating to the flow of traffic during each shift.
- b. Shifts over five (5) hours shall include a thirty (30) minute unpaid meal period.
- c. When an employee is working a special assignment, breaks and meal periods will be provided as practicable.

ARTICLE 123 – SCHEDULING AND BID PROCESS

123.01 Management shall determine the staffing levels and schedules based on operational needs. At management’s discretion, not more than four (4) times per calendar year but not less than twice per year, full-time and part time drivers may bid on all available shifts. If management institutes a bid, shifts shall be assigned by management to full-time and part-time drivers, in seniority order.

~~The Port and the Union agree to convene a committee to explore opportunities to create additional regular shifts (full or part time) to be included in the 2017 seasonal bids.~~

123.02 Weekly Scheduling For Relief Drivers: During the course of the year, relief driver assignments will be based on the following scheduling procedure:

- a. Schedules shall be assigned by management and provided to relief drivers no later than 5:00 p.m. Thursday of the preceding workweek.
- b. Management shall endeavor to equalize weekly hours assigned to relief drivers.
- c. ~~Management will attempt to honor shift preference for weekly scheduling. Each weekly schedule will include at least one scheduled day off.~~

123.03 Shift Bidding on Permanently Vacant Shifts: For the purposes of this Article, a “permanently vacant shift” shall be declared by management.

- a. Management shall decide, at its discretion, whether to fill and when to fill a permanently vacated shift, and may at its discretion modify the shift to meet operational needs. Management may not use any permanently vacant shift as

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a temporary fill shift outside ~~ninetysixty~~ (960) days prior to the next “shake up”. Such modification must be made prior to posting the shift for bid.

- b. Management may eliminate part-time shifts, but only through attrition.
- c. If management determines to fill a permanently vacant shift, the shift shall be bid by full-time and part-time drivers based on seniority.
- d. After the full-time/part-time employees have completed the bid process, the remaining open part-time or full-time shift shall be offered and assigned to the relief driver with the highest performance level based on the most recent performance evaluation and highest seniority.

ARTICLE 134 - DEFINITIONS AND RATES OF PAY

134.01 DEFINITIONS:

Full-time drivers: A regular schedule of forty (40) hours per each workweek

Part-time drivers: A regular schedule of less than forty (40) hours but not less than twenty (20) hours per each workweek.

Relief Drivers: Assigned on an as-needed basis. This classification will not have a regular schedule and no minimum amount of hours will be guaranteed except that during peak season, straight time hours will be scheduled and endeavored to be equalized for relief drivers prior to scheduling temporary drivers.

Relief drivers will receive holiday and bereavement leave benefits based on his or her regular straight time hourly rate for the average of regularly scheduled hours worked per week during the previous four (4) pay periods.

Seasonal/Temporary Drivers: Drivers hired on a temporary basis, who may be worked only between May 15 and September 15. Seasonal temporary drivers shall not have regular bid schedules or a guarantee of hours. Time worked as a seasonal hire does not count towards a probationary period. Seasonal workers are not benefit eligible.

134.02 HOURLY WAGE RATES:

~~Effective March 15, 2016~~

Entry:	\$18.50
06-12 months:	\$20.9649.00
Year 1:	\$21.7949.75

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Port of Seattle

Rental Car Facility (RCF) Bus Drivers
March 15, 2019 to March 14, 2023

Year 2:	\$ 22,630.50
Year 3:	\$ 23,454.25
Year 4:	\$ 24,272.00
Year 5:	\$ 25,663.25
Year 6:	\$ 26,494.00

~~Effective September 15, 2016,~~ RCF Bus Drivers shall receive a two dollar (\$2.00) premium per hour worked for Baggage Handling. Employees are not required to handle every bag, however they are required to assist those who clearly require assistance, for example, those with special needs or families with children and strollers. Employees shall not be required to handle items determined to be too heavy or awkward to lift safely. The parties agree that this premium is intended to continue even if curbside assistance returns in the future.

Effective March 15, 2019, base wage rates for employees still employed in this bargaining unit on the date of the Union's ratification of this agreement shall be increased by three-point five percent (3.5%).

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Effective March 15, 2020, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum plus one percent (1%).

Effective March 15, 2021, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero percent (0%) minimum and a six percent (6%) maximum. Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. March 16, 2020 through March 14, 2021). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) months will have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).

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Effective March 15, 2022, base wage rates shall be increased by one hundred percent (100%) of the October through October Seattle/Tacoma/Bellevue CPI-U, with a zero (0%) minimum and a six percent (6%) maximum. Should the increase be less than three percent (3%) but equal to or greater than zero percent (0%), all employees shall receive a lump sum in the amount of the difference between the October through October Seattle/Tacoma/Bellevue CPI-U and three percent (3%) of their W-2 gross wages paid during the previous twelve (12) months (i.e. March 16, 2021 through March 14, 2022). In the event there is a lump sum payment, employees who have experienced unpaid protected leave during the previous twelve (12) months will have the lump sum calculation based on hours they would have otherwise been scheduled to work during the previous twelve (12) months (excluding overtime).

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~~Effective March 15, 2017, base wage rates shall be increased by 3%~~

~~Effective March 15, 2018, base wage rates shall be increased by 100% of the Consumer Price Index for Seattle, Tacoma, Bremerton, (CPI-U) annual average (December 2016 to December 2017), with a 0% minimum and a 6% maximum.~~

134.03 SHIFT DIFFERENTIALS:

a. Shifts shall be identified by starting times, as follows:

Day Shift:	From: 06:00	To: 13:59
Swing Shift:	From: 14:00	To: 21:59
Graveyard Shift:	From: 22:00	To: 05:59

b. Employees assigned to a swing shift shall receive seven and one-half percent (7.5%) per hour above the straight time rate. Employees assigned to graveyard shifts shall receive ten percent (10%) per hour above the straight time rate.

13.04 MENTORSHIP PREMIUM

Effective March 15, 2019, employees selected and assigned by the Port to perform work as a mentor to another Bus Driver as described in Appendix "C", shall be compensated a \$1.00 per hour premium for time spent performing those duties. Nothing in this section precludes the right of management to change, amend, and/or modify training protocols, including, but not limited to, the decision to assign a qualified Bus Driver as a mentor.

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13.05 ACCIDENT PREVENTION PREMIUM

Effective March 15, 2019, Bus Drivers still employed in this bargaining unit on the date of the Union's ratification of this agreement with at least twelve (12) months of service, who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to March 15, 2019, shall receive a one percent (1%) wage premium for all hours worked during the next twelve (12) months.

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Effective March 15, 2020, Bus Drivers with at least twelve (12) months of service, who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to March 15, 2020, shall receive a one percent (1%) wage premium for all hours worked during the next twelve (12) months.

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Effective March 15, 2021, Bus Drivers with at least twelve (12) months of service, who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to

March 15, 2021, shall receive a one percent (1%) wage premium for all hours worked during the next twelve (12) months.

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Effective March 15, 2022, Bus Drivers with at least twelve (12) months of service, who meet the eligibility requirement of no driver caused accidents in the twelve (12) months prior to March 22, 2019, shall receive a one percent (1%) wage premium for all hours worked during the next twelve (12) months.

ARTICLE 145 - HOLIDAYS

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145.01 Employees shall receive ten (10) paid holidays.

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Holiday

Normal Day of Observance

New Year's Day
Dr. Martin Luther King's Birthday
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Native American Heritage Day
Christmas Day

January 1
Third Monday in January
Third Monday in February
Last Monday in May
July 4
First Monday in September
November 11
Fourth Thursday in November
Day after Thanksgiving
December 25

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145.02 All regularly scheduled full-time, part-time and relief drivers shall be paid for all holidays indicated in Section 145.01 above regardless upon which day of the week the holiday shall fall.

145.03 Holiday pay for full-time employees shall be eight (8) hours at the employee's regular rate of pay.

145.04 Holiday pay for part-time or relief employees shall be pro-rated based on the average daily work scheduled per week during the previous four (4) pay periods compensated at the employee's regular rate of pay.

145.05 In addition to any holiday pay owed, employees working on holidays shall be compensated at time and one half for all hours worked. Holidays listed under Section 145.01 above shall be observed on the actual calendar date. Holiday schedules for the following year shall be posted in December.

145.06 To be eligible for holiday pay, drivers on Port compensated time during the thirty (30) calendar days preceding the holiday. Such qualifying compensated time shall be limited to time worked, paid vacation, paid sick leave, bereavement leave, or jury duty. In

the event a regular employee was not compensated the full thirty (30) days prior to the holiday, such holiday shall be prorated per 145.04 above.

ARTICLE 156 - PAID TIME OFF

156.01 Full, part-time and relief drivers shall accrue paid time off.

After the successful completion of ~~six (6) months~~ ninety (90) days of employment employees may request and use PTO up to the number of hours accrued at the time of the PTO request date.

156.02 Management will balance the number of employees needed for operations with the number of employees requesting PTO at a given time, but will authorize PTO for no less than three (3) employees per day, including holidays:

- One (1) employee per day shift;
- One (1) employee per swing shift; and
- One (1) employee per graveyard shift.

156.03 **SCHEDULED PTO:**

a. PTO Bidding

1. Eligible employees will have an opportunity to bid for PTO April for use in May through October and in ~~September-October~~ for use in November through April. In addition, employees may bid up to forty (40) hours into the next seasonal period during each PTO bid.

- (a) The bidding order will be determined by the employees' seniority.
- (b) Employees may bid up to 10 days (80 hours) of PTO, which may be bid in blocks or as individual days.
- (c) Employees may only schedule PTO up to the number of hours accrued at the time of the request date.

b. Requests for PTO

1. For requests and use of PTO not secured through the bidding process, employees shall make their request on a PTO request form as far in advance as possible, but at least fourteen (14) days in advance of the first day of leave requested. Leave requests with less notice will be considered, but may be less likely to be granted due to short notice.

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Port of Seattle

Rental Car Facility (RCF) Bus Drivers
March 15, 2019 to March 14, 2023

2. Management will approve leave requests as received, on a first come first serve basis.
 3. PTO, or LWOP if paid leave is exhausted, may be used when notice is given to management twenty-four (24) hours in advance of the need to be absent from work for short-notice medical appointments.
 4. Employees receiving wage replacement benefits under an allowed Industrial Insurance claim may request to use PTO to supplement the difference between their wage replacement benefits and their regular gross wages.
- c. Cancellation of Approved PTO: Employees shall be required to provide Port management with at least fourteen (14) days advance notice in regard to cancellation of requested PTO.

156.04 Limitation on Accumulating PTO: PTO accumulation shall be limited to 480 hours.

156.05 Payment for PTO at Termination: Upon termination, employees shall receive 100% of the value of unused PTO. 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. This section may be subject to modification to meet legal requirements in the event of further changes in State Law.

156.06 Voluntary Cash Out of Paid Time Off Hours: Employees may cash-out PTO according to the limits and procedures for the cash out of PTO as applied to non-represented employees. The Union shall be notified of changes to the limits and procedures affecting PTO cash out.

~~156.07 Abuse of Same Day Call-Ins/Unscheduled Leave*: Dependability Expectations Both parties are committed to work to minimize or eliminate any abuse of same day call-ins/unscheduled leave.~~

~~In recognition of unplanned medical events, if an employee returns to work after utilizing unscheduled leave and provides documentation of a visit to a medical provider the leave will not count as a "tracked absence" per the Dependability and Attendance Management Policy. Employees are expected to be present on time and in uniform for all assigned work unless excused, and/or are on protected leave (e.g. FMLA, Washington Protected Sick Leave, FCA, etc.) Employees who do not meet these expectations, may be subject to progressive discipline in accordance with Article 25.01(Just Cause) of this agreement.~~

156.08 Rates of Accrual: 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:

From Date of Hire Through 47th Month: Based on the first day of employment, from the first full month to and including the forty-seventh (47th) full month of continuous

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employment, employees shall accrue paid time off at the rate of .0577 per compensated straight time hour (.0577 x 2080 annual hours = 120 hours per year).

From the 48th Month Through 143rd Month: From the forty-eighth (48th) full month to and including the one hundred forty-third (143rd) full month of continuous employment, employees shall accrue paid time off at the rate of .0769 per compensated straight time hour (.0769 x 2080 annual hours = 160 hours per year).

From the 144th Month: After completion of twelve (12) years of continuous employment starting with the one hundred forty-fourth (144th) month, employees shall accrue paid time off at the rate of .0961 per compensated straight time hour (.0961 x 2080 annual hours = 200 hours per year).

156.09 ~~Sick Leave. Upon execution of this agreement, regular full time, part time, and relief employees shall be credited with twenty-four (24) hours of extended illness leave. Effective upon execution of this agreement, On the first of the month, following the execution of this agreement, regular full time, part time, and relief employees shall begin accruing extended illness Sick Leave at the rate of .011535 per straight time .025 per hour compensated, but not to exceed 24 hours per year. Probationary employees shall accrue extended illness Sick (E) Leave, but may not use Sick Leave E until they have successfully completed thirty (30) calendar days. This accrual shall be subject to the use and cash out limitations listed Port Policy HR-5. The Port may change or modify its Sick Leave cash out policy and/or procedures. If the Port desires a change/modification the Port agrees to provide the Union with advance written notice.~~

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Sick Leave will accrue in two banks.

Bank 1) ~~Protected Sick Leave .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington Paid Sick Leave Law, RCW 49.46.210. Employees shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law (Appendix A).~~

Bank 2) ~~Paid Sick Leave. .025 will accrue as Paid Sick Leave per hour compensated, but not worked.~~

On January 1st of every calendar year, Protected Sick Leave in excess of forty (40) hours will be transferred to Bank 2.

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Accruals in bank 2 will be computed up to a maximum accumulation of four hundred eighty (480) hours of unused sick leave. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year.

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156.10 ~~Seasonal/temporary drivers shall accrue Protected Sick Leave at the rate of .025 per every hour worked and are entitled to utilize and accrue Protected Sick Leave in~~

accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210 (Appendix A).

~~156.110 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 non-represented employees. Employees may participate in the Port of Seattle's Shared Leave Program outlined in HR-5. The Port of Seattle's Shared Leave Program shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Shared Leave to the Union.~~

ARTICLE 167 – PAID PARENTAL LEAVE

The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port Policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification the Port agrees to provide the Union with advance notice of any change.

ARTICLE 178 – PAID FAMILY LEAVE

Paid Family Leave. 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 18 - PENSION

The Port shall continue to contribute to the PERS program for eligible employees per policy and state law.

ARTICLE 19 - HEALTH AND WELFARE

~~19.01 — Effective June 1, 2016 (based on May hours), or as soon as possible thereafter, and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for every 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 \$1,381.40 per month for continued benefits under "PLAN A" (price includes an additional \$14.00 for domestic partner coverage).~~

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

~~Effective the calendar month following execution of this agreement, or as soon as possible thereafter, and each month thereafter during During the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for every 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 \$1,247.5005.30 per month for continued benefits under "PLAN B" (price includes an additional \$184.00 for domestic partner coverage).
- b. Dental - Contribute the sum of \$132.70 per month for continued benefits under the "PLAN A" (price includes an additional \$2.20 for domestic partner coverage).
- c. Vision - Contribute the sum of \$175.340 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an additional \$0.20 for domestic partner coverage).
- d. Contribute \$11.40 for 9 month Disability Waiver

19.02 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment, and to maintain compliance with the Affordable Care Act (ACA). 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 the 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 ACA. 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 the meet and discuss the impact.

Effective ~~June 1, 2016~~March 15, 2019, each employee shall contribute \$~~25.00~~50.00 per month toward the cost of the Plans. Employee contributions shall be deducted on a pre-tax basis.

~~Effective the month following execution of this agreement, each employee shall contribute \$0.00 per month toward the cost of the Plans. Effective March 15, 2020, months twelve~~

~~agreement~~ each employee shall contribute \$~~3525~~.00 per month toward the cost of the Plan. Employee contributions shall be deducted on a pre-tax basis.

Effective March 15, 2021, each employee shall contribute \$50.00 per month toward the cost of the Plan. Employee contributions shall be deducted on a pre-tax basis.

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19.03 **Life Insurance: Port Plan:** On the first of the month following the date of hire, or immediately if the employee ~~beings~~begins on the first of the month, eligible employees and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with organizations selected by the Port to provide such benefits.

The content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union.

19.04. **Long-Term Disability: Port Plan:** On the first of the month following the date of hire, or immediately if the employee ~~beings~~begins on the first of the month, seniority eligible employees shall be covered for long-term disability insurance in such amounts and in such a manner as the Port has established with organizations providing or administering such benefits.

The content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union.

19.05 **Accidental Death and Dismemberment: Port Plan:** On the first of the month following the date of hire, or immediately if the employee ~~begins~~begins on the first of the month, seniority eligible employees shall be covered for AD&D insurance in such amounts and in such a manner as the Port has established with organizations providing or administering such benefits.

The content of the plan itself, plan administration and any other determination made under the plan shall not be subject to the grievance procedures or to any other provision of this Agreement or to negotiations by the Union.

ARTICLE 20 - BEREAVEMENT LEAVE

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

- a. The Port shall pay compensation at the employee's regular rate of pay for three (3) of the five (5) days. The two (2) days for which the Port is not compensating will be paid through use of vacation, except when those days fall on the

employee's normal days off. When the two (2) uncompensated days fall on the employee's normal days off, that employee shall not be paid for those two (2) days.

- b. The employee attends the funeral, wake, memorial service, or provides official documentation.
- c. Immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, step-siblings, step-children, aunts, uncles and spouse's grandparents. Immediate family shall also include domestic partners and their respective relatives listed above. 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 the determining the number of days to be granted an employee and whether the leave is taken consecutively.
- d. Compensation for bereavement leave shall cover only time lost during the employee's scheduled workweek.
- e. Bereavement pay for employees that work a part-time or relief schedule shall be pro-rated based on the average daily work scheduled per week during the previous four (4) pay periods.

ARTICLE 21 - JURY DUTY AND COURT TIME

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21.01 After thirty (30) days of continuous employment, an employee covered by this Agreement who shall be summoned for jury duty shall, upon submission of proper evidence of his/her attendance in court, be paid his/her regular rate of pay for the actual hours lost (but not to exceed eight (8) hours per day or forty (40) hours per week), less any compensation he/she received as a juror.

21.02 Any employee who is required to physically report for jury duty shall be scheduled to a day shift schedule for the duration of the jury duty reporting requirement. If an employee is released from jury duty on any given day and has at least four (4) hours of his/her scheduled shift remaining, the employee shall immediately call his or her supervisor and shall report to work for the remainder of the shift if instructed to do so.

21.03 An employee who is called upon by the Port to serve as a witness in a court case or arbitration involving the Port of Seattle shall be paid his/her regular rate of pay while performing such witness service during his/her normal shift schedule. An employee performing such witness service outside of his/her normal work schedule shall be paid at the overtime rate for all time actually spent at each court or arbitration appearance.

21.04 The Union and Employer agree to address any issues that may arise as a result of different court jurisdictions having different reporting requirements.

ARTICLE 22 - MILITARY LEAVE AND NOTIFICATION

In accordance with RCW 38.40.060, employees will be granted twenty-one (21) working days paid leave to be used for required military duty or to take part in training, or drills including those in the National Guard or active status. In addition to the twenty-one (21) working days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be entitled to reinstatement at the end of such service as provided in RCW 73.16 and federal law. Employees will notify the Employer of their twenty-one (21) working days active duty training no later than October 31 of each year for the following calendar year. All other military duty dates (to include weekend drills) will be submitted to the Employer upon receipt of such orders. Employees will attempt to schedule the leave on their regular days off.

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ARTICLE 23 - RELIEF DRIVERS

Relief drivers will receive holiday, PTO and bereavement leave benefits based on his his/her regular straight time hourly rate for the average hours of regularly scheduled hours worked per week during the preceding four (4) pay periods.

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ARTICLE 24 - NON-DISCRIMINATION

The Port and the Union will not tolerate Discrimination against any persons on the groups of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblowerwhistleblower 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.

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ARTICLE 25 - HANDLING OF DISCIPLINARY MATTERS

25.01 Just Cause: The Port shall not discipline, suspend, nor discharge any post-probationary employee without just cause. The parties recognize the principle of progressive discipline. Probationary and temporary seasonal employees are at will and do not have access to the grievance procedure.

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25.02 Disciplinary Meeting Rights: The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Port shall inform the employee of this. The employee shall have the right to select the representative of their choice to attend the meeting(s) and shall be responsible for contacting them and arranging for their attendance.

25.03 Discipline, Suspension and Discharge Notices: The Port will issue discipline, including written warnings, suspension or discharge notices, as soon as practicable and within a reasonable time, but in no event more than twenty-eight (28) calendar days from when the Port became aware of the incident or violation, unless mutually agreed upon otherwise. Employees shall have the right to provide a written rebuttal statement as an attachment to all corrective action. Disciplinary notices shall be considered inactive and can no longer justify further disciplinary action after eighteen (18) months from issuance, provided, however, that the Port may rely upon any prior disciplinary notice to establish that the employee had notice of a policy and/or consequences for violating the policy.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 A grievance shall be defined as an issue raised relating to an alleged violation of any terms or provisions of this Agreement. Probationary employees do not have access to the grievance procedure.

26.02 Step 1. The employee or the employee and the shop steward shall, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance, bring said grievance to the attention of the Supervisor, using the grievance form attached to this Agreement as Appendix A. The Supervisor shall make every effort to resolve the alleged grievance within fourteen (14) calendar days after its initial submission. The Supervisor shall within (14) calendar days after the initial submission of the grievance submit a written response to the employee, the Manager and the Union. If the Supervisor fails to respond the grievance will automatically be moved to Step 2. Written or verbal warnings shall not be grievable provided, however, that when a suspension or discharge is grieved, all discipline leading up to the suspension or discharge shall be deemed to have been grieved and will be addressed throughout the grievance procedures.

Step 2. In the event no settlement is reached, within the fourteen (14) calendar day of receipt of the written response or failure of a response at Step 1, the employee, the employee and the shop steward, or the Union shall, then within fourteen (14) calendar days, meet regarding said grievance with the Manager or designee. The Manager or designee shall respond in writing to the employee and the Union within fourteen (14) calendar days after the meeting. If the Manager or designee fails to respond, the grievance will automatically be moved to Step 3.

Step 3. In the event no settlement is reached, within the fourteen (14) calendar days from receipt of the written response or failure of a response at Step 2, the Union shall meet with the Port's Director of Labor Relations or the Director's designee in an attempt to develop a settlement of the grievance.

Mediation. In the event no settlement is reached by the Union and the Port within thirty (30) days of the Step 3 meeting, upon mutual agreement, the Port and the Union may agree to submit the grievance to a mediator appointed by the Public Employment Relations

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Commission or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation, then the matter may be referred to arbitration by the grieving party. Nothing said or done by the parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step 4. In the event no settlement is reached by the Union and the Port, within thirty (30) calendar days of the Step 3 meeting or the mediation session, the parties shall have the right to submit a demand for arbitration to the Port. Within seven (7) calendar days after the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If the parties fail to agree, the grieving party shall, within seven (7) calendar days request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). Within seven (7) calendar days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and the Port. The Port and the Union shall share equally the fees and expenses of the arbitrator.

26.03 Notwithstanding the foregoing, the Union and the Port may mutually agree to expedited arbitration. In the event expedited arbitration is agreed to, the parties will indicate on the FMCS request for a list of arbitrators that the parties seek expedited arbitration. The parties shall select an Arbitrator within three (3) days of receiving the FMCS list. The parties and the Arbitrator must attempt to schedule the arbitration hearing within thirty (30) days. Unless the parties agree otherwise, the arbitration hearing will be concluded in one (1) day, there shall be no transcript of the proceeding and no post-hearing briefs will be filed. The Arbitrator’s decision and award shall be submitted to the parties within seven (7) days of the arbitration proceeding.

26.04 Time limitations in this Article may be waived by mutual agreement between the Port and the Union.

ARTICLE 27- PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS

In recognition of the Port’s status as a municipal corporation, there shall be no strikes, lockouts, picketing work stoppages, or similar activities to impede Port operations.

ARTICLE 28 - MEETINGS

28.01 Employees who are requested to attend optional instructional meetings on their own time (not those held on Port time) shall be paid for actual time spent at the meetings

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only. Employees shall be paid at the straight time rate, unless applicable overtime rate applies.

28.02 When employees are required to attend a mandatory meeting(s) or instruction outside of their normal work hours or assigned weekly driving shifts, shall be paid a minimum of two (2) hours straight time unless applicable overtime rates apply.

ARTICLE 29 - LABOR MANAGEMENT COMMUNICATION COMMITTEE

The Parties agree to establish a Labor Management Communication Committee for the purpose of ensuring continuing communication and to promote constructive labor-management relations. The Committee will meet at least quarterly to discuss and exchange information of a group nature and of general interest to both parties.

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ARTICLE 30 - SAVINGS CLAUSE

If any article in 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 its appendix shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

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ARTICLE 31 - DRUG TESTING - SUBSTANCE TESTS

31.01 The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall be in conformance with all Federal Department of Transportation regulations.

31.02 The Parties agree that for the purposes of Drug and Alcohol testing as it relates to CDL positions, the Port shall comply with the Port of Seattle Commercial Driver Drug and Alcohol Policy. In the event the Port decides the Policy needs to be changed, the Port agrees to discuss these changes with the Union prior to permanent changes being made.

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ARTICLE 32 - EXAMINATIONS

The Employer shall pay for employee medical examinations required to maintain the employee's commercial driver's license (CDL). Medical examinations required for maintenance of the employee's CDL shall be scheduled on non-work time, and that time shall not be compensated.

The Employer shall designate the medical facility. If the employee chooses to go to a medical facility or physician other than the medical facility designated by the Employer, the employee shall be responsible for the costs of the evaluation. The Employer will not reimburse the employee for additional expenses.

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ARTICLE 33 - MISCELLANEOUS

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33.01 Equipment. The Port shall provide vehicles that conform to applicable City, State, and Federal codes.

33.02 Time Clocks. All employees will be required to punch in and out on designated ~~time clocks~~devices (e.g. timeclock, computer, other electronic device). Employees will be paid for all time worked.

33.03 Commute Trip Reduction Program. Employees may participate in the Port's Commute Trip Reduction Program per Port policy applicable to other employees. The policy and any changes to the policy are non-negotiable.

33.04 Video Recording. The parties agree that the Port has and uses in-bus video recording devices. At this time the Port does not intend or have the technical capability to watch in-bus video in real time. If the technology changes and the Port intends to change its process to incorporate real-time viewing, the Port will notify the Union prior to implementation and fulfill any bargaining obligations that would be required.

Due to the nature of the need for high security and the potential risk associated with releasing video, the Union understands and agrees that prior to release to the Union any request video under RCW 41.56 and/or WPRA will be subject to review by the Federal Security Director for a Sensitive Security Information.

33.05 Parking: The Port shall provide free parking to all bargaining unit employees during work hours or parking for Port business.

33.06 Fleet Tracking System:

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Intended use of a real-time GPS-based Landside Fleet Tracking system for the Rental Car Facility (RCF) busses and have agreed as follows:

1. The Landside Fleet Tracking Project is primarily intended to provide the ATO with tools to manage the many bus trips needed to shuttle travelers to/from the RCF, enable ATO to expand functionality in the future, and provide travelers with timely estimated arrival updates.
2. The Parties agree that the Port will not randomly or routinely review the Landside Fleet Tracking Data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."
3. Landside Fleet Tracking System data relative to an investigation/complaint involving an RCF driver shall be made available to the Union upon request in

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accordance with the terms and conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.

4. Any information gleaned from the Landside Fleet Tracking System used to support the Port's position relative to a disciplinary action and/or actions shall only be used in accordance with Article 25.01 of the CBA, Just Cause.

5. The Parties agree to include the Landside Fleet Tracking System as a discussion point to the future agendas for the Labor Management Communication Committee meeting unless and until such time that both parties mutually agree to remove it from the agenda.

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ARTICLE 34 – COMMUTER BENEFITS

1. All Full time, part-time, on-call, and temporary employees, shall be eligible for the following benefits:

The One Regional Card for All ("ORCA Card")

The Port offers ORCA cards to eligible employees at a substantially reduced cost for transportation on multiple regional transit systems. Employees who participate in the ORCA card program may also be eligible for additional subsidized transportation services. The availability of the ORCA program, annual cost, potential tax consequences for employees, and other provisions are subject to change based on guidelines provided by agencies with whom the Port contracts for the ORCA program benefits, IRS requirements, as well as the Port's discretion.

Ferry Reimbursement

Employees who use the Washington State Ferry System for all or part of their work commute are eligible for reimbursement of ferry commuting costs up to a monthly maximum. This monthly maximum reimbursement amount is determined by the Port. Amounts and procedures can be found on the Total Rewards Compass Page and may be subject to tax.

2. The Port shall maintain full discretion to modify, change, amend, and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit;

3. Prior to modifying, changing, amending, and/or discontinuing either and/or both the ORCA program and the Ferry Reimbursement benefit, the Port agrees to provide advance notice to the Union.

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ARTICLE 35 - EMERGENCY SITUATION

In the event of a “regional catastrophic event” as declared by the state or federal government, contract compliance issues shall be held in abeyance until such time as the situation is declassified by state and/or federal government. Examples: Nisqually Earthquake, Hurricane Katrina, Sandy, 9/11, tsunami.

The parties agree that the Union has not waived its right to enforce any provision of this Agreement during a regional catastrophic event, but only that such enforcement actions will be deferred until the catastrophe has been declassified.

In the event an employee is witness to a critical incident involving serious injury or death, the Port shall provide a formal “Critical Incident Debrief” if the employee(s) request such employee assistance.

ARTICLE 36 - TRANSFER OF WORK/CONTRACTING

The Port of Seattle will not transfer, outsource or contract out any of the work being done by Bus Drivers during the term of this Agreement.

ARTICLE 37 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from March 15, 2019~~96~~ through March 14, 2023~~19~~. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

PORT OF SEATTLE

TEAMSTERS LOCAL UNION
NO. 117/IBT

~~DAVE SOIKE~~STEPHEN P. METRUCK
~~Interim Chief Executive Officer~~Executive Director

JOHN SCEARCY
Secretary-Treasurer

Date

Date

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APPENDIX "A"
Protected Sick Leave

RCW 49.46.210

(1) Beginning January 1, 2018, every employer shall provide each of its employees paid sick leave as follows:

- (a) An employee shall accrue at least one hour of paid sick leave for every forty hours worked as an employee. An employer may provide paid sick leave in advance of accrual provided that such front-loading meets or exceeds the requirements of this section for accrual, use, and carryover of paid sick leave.
- (b) An employee is authorized to use paid sick leave for the following reasons:
 - (i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
 - (ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
 - (iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- (c) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
- (d) An employee is entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment.
- (e) Employers are not prevented from providing more generous paid sick leave policies or permitting use of paid sick leave for additional purposes.
- (f) An employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.
- (g) For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If an employer requires verification, verification must be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.
- (h) An employer may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

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- (i) For each hour of paid sick leave used, an employee shall be paid the greater of the minimum hourly wage rate established in this chapter or his or her normal hourly compensation. The employer is responsible for providing regular notification to employees about the amount of paid sick leave available to the employee.
- (j) Unused paid sick leave carries over to the following year, except that an employer is not required to allow an employee to carry over paid sick leave in excess of forty hours.
- (k) This section does not require an employer to provide financial or other reimbursement for accrued and unused paid sick leave to any employee upon the employee's termination, resignation, retirement, or other separation from employment. When there is a separation from employment and the employee is rehired within twelve months of separation by the same employer, whether at the same or a different business location of the employer, previously accrued unused paid sick leave shall be reinstated and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave under subsection (1)(d) of this section.

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(2) For purposes of this section, "family member" means any of the following:

- (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- (c) A spouse;
- (d) A registered domestic partner;
- (e) A grandparent;
- (f) A grandchild; or
- (g) -A sibling.

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(3) An employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee.

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(4) An employer may not discriminate or retaliate against an employee for his or her exercise of any rights under this chapter including the use of paid sick leave.
[2017 c 2 § 5 (Initiative Measure No. 1433, approved November 8, 2016).]

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Non-Exempt (Hourly) Employee*
Port of Seattle Protected Sick Leave Notification

You are entitled to paid sick leave protections beginning January 1, 2018. One (1) hour of paid leave for every forty (40) hours you work will be entitled to protections outlined in the attached law. Please note this is not an additional leave bank.

You may use this accrued leave for the following reasons in addition to any other reasons that may be outlined in your collective bargaining agreement:

- To care for yourself or a family member (please refer to RCW 49.46.210(2) for a full list of the eligible family members).
- When you or a family member is the victim of sexual assault, domestic violence, or stalking.
- In the event our business or your child's school or place of care is closed by a public official for any health-related reason.

Leave protections for up to forty (40) hours of unused, accrued paid leave will be carried over to the next calendar year. In addition, leave accrual, carry over and cash out provisions outlined in your collective bargaining agreement continue to apply.

You may use accrued protected leave beginning ninety (90) calendar days after the start of your employment or as provided in your collective bargaining agreement, whichever is earlier.

Retaliation for using protected leave for authorized purposes is prohibited.

*Please note these protections extend only to employees covered by Washington's minimum wage law.

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Port of Seattle

Rental Car Facility (RCF) Bus Drivers
March 15, 2019 to March 14, 2023

MEMORANDUM OF UNDERSTANDING

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By and Between

PORT OF SEATTLE

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated with the
International Brotherhood of Teamsters

RENTAL CAR FACILITY (RCF) BUS DRIVERS

Re: Retroactive Payment

The Port of Seattle shall make payment of any retroactive pay owed, to either current or past members of the Bargaining Unit, within sixty (60) days of the ratification of the current Collective Bargaining Agreement by the Union and the Port.

PORT OF SEATTLE

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

DAVE SOIKE
Interim Chief Executive Officer

JOHN SCEARCY
Secretary-Treasurer

Date

Date

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Port of Seattle

Rental Car Facility (RCF) Bus Drivers
March 15, 2019 to March 14, 2023

APPENDIX "BA"

**GRIEVANCE FORM
TEAMSTERS LOCAL UNION NO. 117**

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COMPANY _____ DATE _____

Member's Name _____ Job Classification _____

Member's Address _____

Shift _____ Home Phone (_____) _____ Date of Hire _____

Cellular Phone (_____) _____ E-Mail _____

TYPE OF GRIEVANCE: Discharge Suspension Seniority Other (Specify) _____

1. Date and time of violation: _____

2. Section(s) of contract violated: _____

3. Exact location violation occurred: _____

4. Name(s) of witnesses: _____

5. Name(s) of supervisor(s) involved: _____

6. What should be done to correct the grievance: _____

Briefly describe what happened: _____

_____ Steward's Signature: _____

Supervisor's Response: _____

Supervisor's Signature: _____ Date _____

Union - White Employee - Canary Company - Pink



APPENDIX "C"
Mentor Selection Welcome Letter

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Congratulations for being selected as a Mentor in our training program. You will be a partner with a new driver to help them through their first two to three days of driving and a support to answer questions and continue to guide them through their continued employment with the Port.

As a Mentor, you will be expected to:

- Be a good example of a safe and skillful driver
- Demonstrate proper procedures
- Model exceptional customer service
- Be positive and supportive
- Exhibit professionalism in your conversations and interactions
- Be available to answer questions and offer suggestions

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Each trainee will have completed their classroom and behind the wheel sessions with the trainers. The trainee will be assigned to two or three days with a mentor depending on their comfort and skill level. You may be assigned to work with one trainee during their entire mentorship program, a portion or portions of their program, or perhaps different trainees for a portion and/or portions of the program.

The first day with your trainee:

- Meet them and run them through sign in procedures
- If you have time, check e-mail and bulletin boards
- Radio in and Pre-trip your bus together (you only have to fill out the VIR once)
- Drive the route for several rounds and demonstrate your driving and customer service skills. Share your announcements, radio procedures, canned recording, etc.
- Let the trainee take over and be available to help if they seem uncertain
- You may swap driving during the day but make sure they have most of the driving time
- At the end of the day, radio off, run through post trip, check e-mail, boards, read and sign the feedback form (see below) and sign off

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You want them to get comfortable with the route and bus and the operational procedures. Let them develop their own skills and "style". It took time for you to memorize the airlines and develop your announcements so allow them to build their skills a little at a time. Give a lot of compliments and make suggestions if it is needed.

Throughout the day, fill out the **feedback form** to document what you covered and what situations occurred during the shift. Share the positive skills the trainee demonstrated and any other suggestions. Share this with the driver at the end of the day and both of you sign and date the form at the bottom. Allow the new driver to write comments, concerns or feedback on their experience on the bottom of the form. Turn it in to the training supervisor to document your time.

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Port of Seattle

Rental Car Facility (RCF) Bus Drivers
March 15, 2019 to March 14, 2023

APPENDIX "D"
Memorandum of Understanding
"Telematics"
By and Between the
PORT OF SEATTLE
and
TEAMSTERS LOCAL UNION NO. 117
AFFILIATED WITH THE NATIONAL BROTHERHOOD OF TEAMSTERS
Representing Rental Car Facility Bus Drivers

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Re: Aviation Maintenance Vehicle Fleet--"Telematics"

This Memorandum of Understanding (MOU), made effective as of the date of execution, is entered into by and between Teamsters Local Union No. 117 (Union) and the Port of Seattle, referred to herein collectively as the Parties.

The parties have met and discussed the installation and intended use of telematics¹ across most, if not all, of the fleet that is maintained by the Aviation Maintenance Department including, but not limited to, Port owned vehicles operated by employees in this bargaining unit.

The parties have agreed as follows:

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1. Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:

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- Reductions in carbon emissions
- Reductions in fuel costs
- Reductions in maintenance events
- Streamlining maintenance
- Strategic vehicle/asset dispatching
- Improved customer service
- Improvements in both compliance and safety

2. The Parties agree that the Port will not randomly or routinely review the telematics data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."

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¹ Telematics is a fleet management technology system that provides the Port's fleet management teams with information and data in real time relative to the status, condition, use, and location of the vehicles to which it is installed.

Port of Seattle

Rental Car Facility (RCF) Bus Drivers
March 15, 2019 to March 14, 2023

3. Telematics data relative to an investigation/complaint involving an employee shall be made available to the Union upon request in accordance with the terms and conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.

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4. Any information gleaned from telematics used to support the Port's position relative to a disciplinary action and/or actions shall only be used in accordance with Article 25.01 of the CBA, Just Cause.

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This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

PORT OF SEATTLE

TEAMSTERS LOCAL UNION
NO. 117/IBT

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By: _____ By: _____
STEPHEN P. METRUCK JOHN SCEARCY
Executive Director Secretary-Treasurer

Date: _____ Date: _____

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