

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

**By and Between**

**PORT OF SEATTLE**

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Teamsters Union**



**REPRESENTING POLICE OFFICERS**

**Term of Agreement**

**January 1, 2022 - December 31, 2024**

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**PORT OF SEATTLE  
POLICE OFFICERS' AGREEMENT**

**ARTICLE 1 – PURPOSE OF AGREEMENT**

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

**ARTICLE 2 – UNION RECOGNITION**

2.01 The Port recognizes the Union as the sole and exclusive bargaining agent for Port Police Officers below the rank of Sergeant.

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 Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

**ARTICLE 3 – UNION MEMBERSHIP**

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

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

3.03 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met. The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

3.04 Indemnification and Hold Harmless. The Union agrees to indemnify and hold harmless the Port for any action(s) taken by the Port pursuant to this Article. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

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

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

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

4.02 Democrat, Republican, Independent Voter Education (DRIVE). Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group with the Port of Seattle negotiate contract language in their respective contract on this issue at any time during the term of this Agreement.

#### **ARTICLE 5 – UNION REPRESENTATIVE ACCESS**

5.01 The Port agrees to allow reasonable access to Port facilities for Union 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.

5.02 New Employee Orientation. The Union, through a Union Member, Shop Steward, or Union Representative shall at a mutually agreeable time with the employer have up to thirty (30) minutes during the employer’s new hire orientation program to meet with the employee(s).

#### **ARTICLE 6 – BULLETIN BOARD**

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

#### **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 their 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").

The Port and the Union are committed to promoting equity, diversity, and inclusion in the workplace. The Port refers to equity as the fair treatment, access, opportunities, and advancement for all people while striving to identify and eliminate barriers that have prevented the full participation of historically oppressed communities.

## **ARTICLE 8 – MANAGEMENT RIGHTS**

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

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

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

- (a) To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine the keeping of records;
- (d) To establish employment qualifications for new employee applicants, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;
- (e) To determine the mission, methods, processes, means, policies, and personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; and making facility changes;

- (f) To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;
- (g) To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;
- (h) To establish reasonable work rules, and to modify training;
- (i) To approve all employees' vacation and other leaves;
- (j) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- (k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

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

#### **ARTICLE 9 – DISCIPLINE**

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

The Port will comply with RCW 49.12.240 and RCW 49.12.250 for employee inspection of personnel files. The Port will also comply with state law and Port policy in the retention of records.

#### **ARTICLE 10 – REDUCTION IN FORCE, RECALL, & SENIORITY**

10.01 Layoff by Seniority. The Port shall maintain one (1) seniority roster for police Officer classifications. Employees laid off as a result of reduction in force shall be laid off according to Police Department seniority on the appropriate roster. Employees with the least time shall be the first laid off.

10.02 Recall by Seniority. Employees laid off in accordance with the provisions of this Article will be eligible for recall in the inverse order of layoff for a period of one (1) year following layoff. Employees recalled pursuant to this provision retain their seniority based on their original date of hire, but no seniority or any benefits shall accumulate during the time that the employee was on layoff. The Port shall provide updated seniority rosters to the Union upon the Union's request.

10.03 Notice Prior To Reduction in Force. In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff at least fourteen (14) calendar days prior to termination.

10.04 Bumping Rights - Layoff in Other Bargaining Units. In the event a layoff at the Port results in a reduction in the number of commissioned Officers in a bargaining unit made up of commissioned Officers higher in rank than a police Officer, those affected individuals may bump back into this police Officers' bargaining unit, based upon their seniority in the police Officers' bargaining unit, provided that there is no police Officer on layoff with greater seniority. For the purpose of layoffs, no commissioned personnel shall be subject to a layoff or reduction in force while there are Traffic Support Specialists employed by the Port of Seattle.

10.05 Bumping Rights - Demotion from Other Bargaining Unit. In the event that the Port demotes any commissioned Officer from a bargaining unit made up of commissioned Officers higher in rank than a police Officer (for a reason other than a reduction in force), the affected individual may return to the police Officers' bargaining unit, based upon their seniority in the police Officers' bargaining unit, provided that there is no police Officer on layoff with greater seniority, and provided that no other police Officer shall be displaced as a result.

10.06 Probationary Employees. Probationary employees shall not be subject to recall. Officers may be disciplined or terminated without cause during their probationary period. All new Officers shall serve a twelve (12) month probationary period, which may be extended up to three (3) months by mutual agreement between the Union and the Port. The probationary period for Officers required to complete the full academy will terminate twelve (12) months after the completion of the academy. Lateral hires without Washington State Peace Officer Certification will be on a probationary period for twelve (12) months from the date of hire. The probationary period for a Lateral Officer with Washington State Peace Officer Certification will terminate twelve (12) months from their date of hire.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

11.01 Schedule for Patrol Officers.

- A. Regular Schedule. The normal daily schedule and days off for Officers assigned to the Patrol Section shall be as follows: The Patrol Section shall be divided into two (2) twelve and one-half (12 ½) hour watches. First Watch shall work 0500 to 1730 hours. Second Watch shall work 1700 to 0530 hours. This includes twelve and one-half (12½) hours of work after the start of the watch including two (2) mealtimes and two (2) rest periods. The two (2) mealtimes shall be provided for during the normal workday and they shall be for a period of thirty (30) minutes each. In addition, there shall be one (1) fifteen (15) minute rest period before and one (1) fifteen (15) minute rest period after mealtime provided for in the normal workday.

Each watch will be divided into five (5) squads. The workweek for each squad shall be three (3) consecutive days as follows:



A Squad: Sunday through Tuesday.  
B Squad: Tuesday through Thursday.  
C Squad: Wednesday through Friday.  
D Squad: Friday through Sunday.  
E Squad: Saturday through Monday.

Effective January 1, 2018, the Port of Seattle Police Department will be allowed to permanently staff the Traffic Support Specialists program for the purposes of supplementing Police Officer traffic control work on the drives. The Union does not by this agreement relinquish jurisdiction over the airport drive traffic control work; and the Port affirms that the work is the exclusive jurisdiction of Port Officers represented by Local 117 and that this jurisdiction is not altered by this Agreement. The Port of Seattle Police Department will schedule at least one Officer on the drives for every two Traffic Support Specialists scheduled on the drives; this assumes base level 24/7 staffing of David 1, 2, 3.

If the department is not able to fill Traffic Support Specialists Minimum Staffing Level, Officers may be offered the work pursuant to voluntary overtime procedures.

Officers shall be scheduled for a minimum of eight (8) hours break between any two (2) shifts, unless mutually agreed otherwise.

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

B. Make-Up Day. In addition, the regularly scheduled workweek, for those Officers not assigned to a four (4) day per week, ten (10) hour per day patrol shift, shall include one (1) ten (10) hour shift per month ("the make-up day"). The following provisions apply with respect to the assignment of the make-up day:

1. A month is defined as a twenty-eight (28) day cycle, as allowed by Section 7(k) of the FLSA.
2. Officers shall be scheduled for a minimum of eight (8) hours break between any two (2) shifts.
3. The make-up day will be scheduled on a day that is contiguous with a regularly scheduled workday such that all days off are consecutive.
4. The make-up day schedules will be posted in PlanIT at least two (2) cycles in advance.

5. Make-up days will not be scheduled on any bid vacation day, on any previously scheduled vacation day, or on any day off that is contiguous to a vacation day. "Contiguous" shall mean that there is no scheduled workday between the day off and the vacation day.
6. The make-up day will be assigned as a single shift, and will not be split between two (2) shifts.
7. A make-up day not scheduled during the applicable cycle, or a make-up day cancelled by the Department, will not be rescheduled during a different cycle.
8. A make-up day not scheduled during the applicable cycle, or a make-up day cancelled by the Department, shall be paid at the regular straight-time rate, without deduction to holiday or vacation balances.
9. Notwithstanding the other provisions of this Section 1.B:
  - (a) No Officer may choose not to work a make-up day if the day is scheduled for training.
  - (b) An Officer may choose not to work a make-up day (1) if the day is scheduled for patrol or other duties NOT training, and (2) if the Officer shall have given a written notice to the Deputy Chief or designee within seven (7) days of the receipt of notice of their make-up day assignment pursuant to the twenty-eight (28) day cycle schedule.
  - (c) The hours of a make-up day not worked pursuant to (b) above will be charged against the Officer's vacation or holiday balances.
  - (d) If an Officer is on vacation for all days during a twenty-eight (28) day cycle (or cannot have the make-up day scheduled during the cycle due to the requirements of Section B.5 (above)), the make-up day will be charged against their vacation or holiday balances.
10. With approval, Officers may exchange make-up days within a twenty-eight (28) day cycle, so long as there is no additional cost to the Port.
11. Except in cases of emergency, make-up days scheduled in accordance with these standards will not be changed.
12. The Department and the affected Officer(s) may mutually agree to waive any of the above standards on a non-precedential basis.

- A. Regular Schedule. The normal daily schedule for all Police Officers who work administrative jobs (e.g., Criminal Investigations, Public Information, Research & Development, Training Officer, and Fleet & Supply Officer) and those Police Officers not assigned to the Patrol Section shall be for a ten (10) hour shift between 0500 and 1900 hours. Officers working the ten (10) hour shift shall work four (4) consecutive days, consisting of Monday through Thursday or Tuesday through Friday.
- B. Evidence Personnel Schedule. The normal daily schedule for sworn Evidence Room personnel will be a ten (10) hour shift to be worked between 0500 and 1900 hours. Officers working on this shift shall be assigned a work schedule of four (4) consecutive work days, consisting of Monday through Thursday or Tuesday through Friday. Schedules will be assigned by bid based upon seniority within the Evidence Room function.
- C. Canine Trainer Schedule. The normal daily schedule for the Canine Trainer will be a ten (10) hour shift. The Canine Trainer shall be assigned a work schedule of four (4) consecutive days.
- D. Canine Officers Schedule. Effective upon ratification of the agreement by the parties and for the January 1, 2022 staffing, canine Officers shall bid by their tenure on the Canine Unit. The Canine schedule shall be comprised of two (2) twelve (12) hour watches per day with the following work week for each team:

Canine Squad A: Monday, Tuesday, Wednesday, and every other Sunday  
Canine Squad B: Wednesday, Thursday, Friday, and every other Saturday

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

The flip day for Canine A will alternate between the A squad Officers. The flip day for Canine B will alternate between the B squad Officers. Deployment of the Canine Officers shall be evenly distributed between Squad A and Squad B. The start and stop time for each daily Watch schedule will be determined by the Canine Sergeant(s) and command staff.

- E. BDU Officers Schedule

Effective upon ratification of the agreement by the parties and for the January 1, 2022 staffing, BDU Officers shall bid the same schedule as Canine Officers.

BDU Officers shall bid by their tenure on the BDU unit. The BDU schedule shall be comprised of two (2) twelve (12) hour watches per day with the following work week for each team:

BDU Squad A: Monday, Tuesday, Wednesday, and every other Sunday  
BDU Squad B: Wednesday, Thursday, Friday, and every other Saturday

For vacation bidding purposes, only one BDU Officer from their respective squad may be on vacation at the same time. Regardless of the flip day and the start time, those assigned to Squad A are considered the same squad. The same expectation applies to Squad B.

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

The flip day for BDU A will alternate between the A squad Officers. The flip day for BDU B will alternate between the B squad Officers. Deployment of the BDU Officers shall be evenly distributed between Squad A and Squad B. The start and stop time for each daily Watch schedule will be determined by the BDU Sergeant(s) and command staff.

11.03 Scheduling Changes and Trading Days Off.

- A. Scheduling Days Off. With the exception of schedule modifications made in accordance with Section 11.03.B, the Port shall not change or reschedule days off to prevent payment of overtime. Normal days off at the end of the scheduled workweek shall be consecutive.
- B. Schedule Changes. The normal workweek and normal workday for Police Officers may be modified to accommodate training or educational requirements with ten (10) calendar days' notice, provided, however, that days off shall be consecutive, absent mutual agreement between the Officer and management.
- C. Trading Days Off. When an employee wishes to trade days off with another employee, such trading of days off shall be subject to management approval and to the following controls and conditions:
  - 1. A trade must involve a reciprocal even exchange of days off between two (2) employees, and the traded days must not be more than twenty-eight (28) days apart from each other.

2. Shift trades of more than fourteen (14) days off shall be limited to accommodate special and unusual employee needs and shall not be approved on a frequently recurring basis for an individual employee.
3. When a trade occurs, bi-weekly paychecks will fluctuate to reflect actual hours worked. Time worked in excess of the regularly scheduled hours per week as a result of trading days off shall be paid for at the straight-time rate. In each case, days off must be taken within two (2) weeks of when a trade occurs.

11.04 Watch, Squad and Vacation Bidding.

- A. Watch and Squad Bidding. Based on seniority, Officers in patrol, shall bid watches and squads to be effective as of the first FLSA work period in January. The bidding for watches and squads shall be based on seniority to include the waterfront assignments. Sergeants shall not at any time displace patrol Officer positions. Bidding shall be completed no later than the second (2<sup>nd</sup>) Friday in October of each calendar year. Except in emergencies, employees shall be provided with ten (10) calendar days' advance notice in the event of a watch change. In the event that a bid position is permanently vacated for any reason, the position(s) shall be filled by seniority if permanently filled.
- B. Vacation Bidding. Vacations shall be bid based on seniority. Vacation bidding is subject to the limitation that only one (1) Officer per squad may bid off at any one time. An additional Officer may bid vacation on a squad of seven (7) Officers or greater or a watch of twelve (12) Officers or greater. However, management may authorize variances to this limitation on a case-by-case basis. The first (1<sup>st</sup>) round of vacation bidding shall be completed no later than seven (7) days after the completion of bidding for watches and squads. The second (2<sup>nd</sup>) round of vacation bidding shall be completed no later than seven (7) days after the completion of the first (1<sup>st</sup>) round of vacation bidding. The third (3<sup>rd</sup>) round of vacation bidding shall be completed no later than seven (7) days after the completion of the second (2<sup>nd</sup>) round of vacation bidding. The fourth (4<sup>th</sup>) round of vacation bidding shall be completed no later than seven (7) days after the completion of the third (3<sup>rd</sup>) round of vacation bidding. The Parties will work cooperatively to ensure that the above time frames are complied with. After being notified, Officers will have twenty-four (24) hours to submit their vacation bid for the specified round. Failure to do so will result in the Officer being passed over for that round. When the Officer's turn comes up again, the Officer will bid for the round that was missed and not two consecutive rounds. Officers who know that they will be on extended leave during the vacation bidding process and not have communications with the Department will leave their bid round request with their Sergeant. An Officer's failure to leave their bid requests with their Sergeant will not hold up the vacation bidding process and the Officer will be able to submit bids upon the Officer's return.

The Parties will work cooperatively to ensure that the above time frames are complied with. After the bidding process is complete, Officers may request vacation on a first come, first served basis, although such vacation days will not be regarded or protected as bid vacation. Non-bid vacation scheduling is covered in Section 12.03 of this Agreement.

Probationary employees may take part in the vacation bidding process for date(s) that occur after the successful completion of their probationary process. Instead, at any time after the successful completion of probation, regular permanent employees (any employee hired from a Port posting) may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Chief of Police.

- C. Assignment Changes Affecting Watch and Squad Bids. The Department will endeavor to make all assignment changes consistent with the annual bidding period. Officers who experience changes in assignment for disciplinary reasons outside of the annual bidding period shall be assigned at management's discretion until the next annual bidding period. An Officer who leaves a special assignment/unit due to voluntary resignation or elimination of assignment/unit shall retain all previously bid vacations. An Officer whose special assignment/unit is eliminated may exercise their seniority for watch placement unless such exercise would disrupt the bids of less senior Officers. An Officer who voluntarily resigns from a special assignment/unit must select an available open position.

#### 11.05 Overtime.

- A. Overtime Triggers and Rates. Except as provided below, hours worked in excess of the normally scheduled workweek, or in excess of the normally scheduled workday, as defined in this Article, shall be compensated for at one and one-half (1-½) times the rate of pay for the work performed. 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 their watch, such employee shall receive overtime pay for the mealtime not taken. If any employee, independently or without proper authorization, elects not to take mealtime, such employee may be subject to disciplinary action. Overtime pay shall not be pyramided or compounded.
- B. Overtime Scheduling. Absent department needs (e.g., specific bike team presence desired, special assignment or event, or other similar events), the scheduler shall assign all scheduled overtime to the drives in order of placement on the OT eligibility list. After all drive units are filled, Officers are then assigned to the remaining unfilled patrol positions in order of their placement on the OT eligibility list. There may be a quarterly audit of the overtime list performed by the Deputy Chief and two (2) shop stewards who may resolve any unforeseen problems or conflicts with overtime scheduling. Absent unusual circumstances, special events, dignitary protection, terrorist threat or emergency overtime, no Officer shall work overtime in a fashion which will not allow eight (8) hours off

duty prior to returning to duty. Any situation which may cause the Officer to have less than the required eight (8) hours off must be approved by management. Court appearances are excluded from this requirement.

- C. Approval for Overtime Work. Authority for approval of any overtime work shall be limited to departmental management or its designees.
- D. Exceptions. Overtime pay shall not be paid under any of the following circumstances:
1. To any recruits for hours worked during the training process while the recruits are assigned to the Washington Criminal Justice Training Commission Basic Academy;
  2. When an Officer is involved in trading days off with another employee which results in work in excess of the normal workweek, and where the excess would not have occurred but for the trade.
  3. When the overtime is incurred as a result of travel time which is exempt from payment under the provisions of the Fair Labor Standards Act.
- E. Assignment of Voluntary Overtime. The following provisions shall apply to the assignment of voluntary overtime:
1. The initial order of ranking on the Overtime List is established by seniority.
  2. A maximum of twelve and a half (12.5) hours may be offered to an Officer at one time. A complete rotation of the overtime list will be made once an offer of seven (7) or more hours has been made to an Officer before that Officer receives another overtime offer.
  3. An Officer's decision to decline an offer of voluntary overtime, or a failure to work an accepted voluntary overtime assignment will be counted as hours worked on the Overtime List, and the individual's ranking on the Overtime List will be based on total hours offered.
  4. If an Officer is unable to work the scheduled overtime, it shall be their responsibility to notify the Sergeant on duty.
  5. It is understood that some overtime assignments must be made based upon special needs or skills outside the normal procedures, e.g., BDU, SWAT, K-9, CNU, CMU Detectives, Bike, Boat, etc. The normal limit of hours offered may also need to be waived for these assignments, i.e. Seafair, disasters, heightened alert status, etc.

6. Overtime shall be assigned by seniority on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) FLSA work period of the calendar year. After the first FLSA work period, the opportunity will start with the member with the least amount of overtime worked/offered for the previous FLSA work period.
7. New hires and Officers returning from an injury shall be placed on the Overtime List based on the average of hours offered for that FLSA work period. Overtime will only be offered to probationary solo patrol Officers when mandatory will occur if the offer is not made.
8. If an Officer needs to cancel a pre-scheduled voluntary overtime shift within twenty-one (21) days of the shift, the Officer must find a replacement for the shift.

F. Assignment of Mandatory Overtime. The following provisions shall apply to the assignment of mandatory overtime:

1. Mandatory overtime shall only be used to fill vacancies that affect the established minimum staffing level ("MSL").
2. Special events and department-wide training shall be handled by adjusting the MSL for the duration of the event or training. It is understood that the Chief of Police can adjust the MSL at any time.
3. Mandatory overtime shall be assigned from an inverse seniority list, which will be re-started as of the first (1<sup>st</sup>) FLSA work period in January.
4. Personnel assigned to CIU and Administration shall be subject to these procedures. Task Force members are exempt from the Mandatory Overtime rotation but may be assigned Mandatory Overtime in case of emergency.
5. The following constitute the only exceptions to being scheduled for mandatory overtime:
  - a. Mandatory overtime shall not be assigned during bid vacations. This exception shall also include those scheduled days off that occur immediately preceding and adjacent to or immediately after and adjacent to a vacation. Shift/schedule trades need to be submitted at least twenty-one (21) days in advance for the initiating requestor to be exempt from potential mandatory overtime assignments.
  - b. No Officer who has an eight (8) hour or more overtime shift within a calendar week (Sunday through Saturday) shall be assigned mandatory overtime during that same calendar week. If the



Department is unable to fill all required mandatory overtime slots with Officers who have volunteered, they shall continue to fill the necessary mandatory overtime slots by Officers who have volunteered in an order from the Officer having volunteered and worked the least number of overtime hours to the Officer who has volunteered and worked the greatest number of overtime hours until all mandatory slots are filled.

- c. No more than one mandatory overtime shift shall be assigned to an Officer in any given seven (7) day period. In addition, no Officer shall be mandated to work more than sixteen (16) hours per day or more than twenty-four (24) hours of total overtime per week; *provided*, that nothing in this Section shall preclude any employee from volunteering to work overtime in excess of these amounts, subject to the provisions of Section 11.05(B) above.
  - d. The exceptions specified in 5(b) and 5(c), above, shall be waived during periods of unusual occurrence, including special events, dignitary protection details, department-wide training, or in the event of an emergency. To the extent reasonably possible, seven (7) days' notice shall be given.
  - e. Management may exempt from mandatory overtime particular personnel when necessary for specific operational or training needs (e.g., K9 Officers preparing for K9 assessment).
  - f. There shall be a minimum of eight (8) hours rest between any mandatory overtime worked and a prior or subsequent shift, unless mutually agreed otherwise.
  - g. If an Officer is on vacation during the fourteen (14) day posting period, that Officer is not eligible to be assigned mandatory overtime on regular days off, including days traded to extend vacation that are contiguous to vacation days.
  - h. All Officers on solo patrol are subject to mandatory overtime.
  - i. An employee who is mandated to work overtime at a location other than their primary duty location will have the option to report to their primary duty location to begin the overtime assignment.
  - j. The Port will allow Officers to trade mandatory overtime shifts.
6. If an Officer is passed over due to one of the above exceptions, the Officer shall remain subject to the next mandatory overtime assignment.

7. The official roster shall be emailed fourteen (14) days in advance.
  8. Once the scheduler starts to schedule for an upcoming FLSA work period, there shall be no changes to the schedule including all voluntary and mandatory overtime assignments without the approval of the Chief or Deputy Chief.
- G. Call-Backs. 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 applicable overtime rate for the employee or for the actual hours worked at the overtime rate if in excess of four (4) hours. Officer initiated overtime due to responding to an incident observed while on their way to work or way home after work shall not be considered a call back and shall be compensated at the overtime rate for the lesser of: (a) The time elapsed from the beginning of the overtime to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end of the overtime; or (c) four (4) hours. This Section shall not apply to appearances in court or other type of administrative hearing(s). Call back for BDU and K9 will be made equitably by command staff based on operational need.
- H. Court/Administrative Hearing Appearances.
1. Subpoenas Required. This Section shall only apply to an Officer's appearance to court and/or other administrative hearing, subject to the Officer's submission of a valid subpoena, issued by the court or administrative agency, to the Department.
  2. Grievances and Arbitrations Excluded. This Section shall not be construed to include either grievances or arbitrations as defined in Article 25 of this Agreement.
  3. Appearance During On-Duty Shift Extension. When an in-person or telephonic appearance commences on an employee's scheduled shift, and extends after shift completion, the on-duty employee shall be compensated at the overtime rate only for the actual time spent appearing after their regular shift.
  4. Appearance While Off-Duty. When an appearance commences while an employee is off-duty, either between regularly scheduled workdays or during regularly scheduled days off, an off-duty employee shall be compensated as follows:
    - a. In-Person Appearance Between Regularly Scheduled Workdays. Three (3) hours at the overtime rate, or for the actual time spent for each in-person appearance at the overtime rate, whichever is greater. To verify time in excess of three (3) hours spent appearing

in-person, an employee shall submit to the Port a time slip signed by an official of the court or administrative agency.

- b. In-Person Appearance on Regularly Scheduled Day Off. A minimum of four (4) hours pay at the overtime rate.
- c. Telephonic Appearance. One (1) hour at the overtime rate, or for the actual time spent for each telephonic appearance at the overtime rate, whichever is greater. In the case of a telephone appearance, the time slip will not be signed by an official of the court or administrative agency.

5. Appearance During Vacation. When an in-person appearance commences on an employee's scheduled vacation day, the employee shall be placed on regular, straight-time pay status and compensated for a full workday, regardless of the time spent on the appearance. In addition, the employee shall have the vacation day restored which was lost due to the appearance.

6. Appearance for Lateral Officers.

- a. Lateral hires from within the State of Washington will be compensated for their appearances, for their prior jurisdiction, in accordance with this Section. Officers and Supervisors shall make every effort to attempt to have such appearances scheduled during the Officer's normal work schedule to avoid payment of overtime whenever possible.
- b. Lateral hires from outside the State of Washington will be allowed to appear, for their prior jurisdiction, without loss of pay from the Port of Seattle. Without loss of pay means they may appear on work time, or as if they were working their normal shift. No overtime will be paid for such appearances.
- c. Supervisors and Officers shall work with the jurisdiction issuing the subpoena, whether in Washington State or outside Washington State, to ensure the lateral Officer's travel (if applicable) and testimony are handled in the most expeditious manner possible, and to attempt to schedule all hearings for the Officer's normal work week, in which case the Port of Seattle Police Department will release the lateral Officer from their work post to attend such hearings.

11.06 On-Call Status. The following provisions relate to on-call status, whether the assignment is mandatory or voluntary:

- 1. Officers on-call are required to have a phone and to monitor the phone while on call. When called, Officers are required to respond to the call as soon as possible.

2. Officers on-call shall be compensated at ten percent (10%) of the Officer's straight-time hourly rate for all hours on-call.
3. If an Officer on-call reports for work during this period, the Officer shall receive call-back overtime pay, and all other contractual benefits from the time that the Officer reports for duty. The Officer shall no longer receive on-call pay from the time that the Officer reports for duty.
  - A. Mandatory On-Call. The following provisions apply with respect to mandatory on-call assignments:
    1. When reasonably available, a car will be provided to each Officer that is mandated to be on-call. Officers called in from mandatory on-call that have not been assigned a car shall be reimbursed for mileage incurred in responding to the call out. In addition, the Port shall provide insurance coverage for Officers to the extent that they are required to use their own car in such situations.
    2. Except in emergencies, an Officer shall not be mandated to be on-call more frequently than one (1) period (not to exceed seven (7) consecutive days) during a twenty-eight (28) day FLSA work period. In the event that an Officer is required to be on-call more than nine (9) days, they shall receive the standby rate of pay for all "on-call" time in the remainder of the twenty-eight (28) day FLSA work period.
  - C. Valley SWAT. Valley SWAT members are not eligible for on-call pay for SWAT activities, unless specifically requested by the Port.

11.07 Standby Status. The following provisions shall apply to standby status:

1. Officers on standby are required to remain available through contact by phone and must be available to work at all times. Upon being called, the Officer must respond and report to work immediately and, in any event, no later than one hour (forty-five (45) minutes for K-9 Officers). Officers failing to report to work within one (1) hour (forty-five (45) minutes for K-9 Officers) shall be subject to loss of standby pay for the period up to the point at which the Officer reports to work and may be subject to further disciplinary action if appropriate.
2. Beginning and ending times for the standby period shall be established and communicated to the employee prior to placement on standby. If an employee is called back to work, the off-duty premium shall cease, and thereafter normal overtime rules shall apply.

11.08 On-Call and Standby Assignments. Management reserves the right to determine when and to what extent on-call and standby assignments are operationally necessary. The

determination will be based on operational need and will not be made for the purpose of transferring Port law enforcement work outside the bargaining unit.

11.09 Emergency. For purposes of this Article, the term “emergency” shall be defined as a reasonably unanticipated event requiring an immediate need for additional police personnel, as determined by the on-duty supervisor. Examples include: a major crime, a riot, labor unrest, aircraft accident or hijack, or an incident of equal significance. In such situations, employees on an off-going watch may be required to remain for additional hours, and available off-duty personnel in the area may be required to commence work immediately. Officers shall then be called in inverse seniority to meet personnel needs and/or to relieve Officers that have been mandated to hold over. It is understood that, depending on the nature of the emergency, Special Team members may not be available to work patrol positions. When a person is needed immediately, the watch supervisor may use the junior person on watch as opposed to having to use the inverse seniority list. In an emergency, the Port will first attempt to follow the above procedures, but may assign overtime regardless of procedures as needed.

## **ARTICLE 12 – VACATION**

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

12.01 Rates of Accrual. Vacation leave shall be based on a pro rata share of time worked on a full-time work schedule. Regular permanent part-time employees shall accrue pro rata vacation leave based on time worked on less than full-time schedules. Regular, permanent, full-time employees shall accrue vacation leave on an hourly basis equivalent to the following:

- (a) 96 Hours of Vacation: From the first (1<sup>st</sup>) day of employment, to and including the forty-second (42<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eight (8) hours per month of active employment, or the equivalent of up to ninety-six (96) hours per year (8 hours per month X 12 months = 96 hours per year).
- (b) 120 Hours of Vacation: From the forty-third (43<sup>rd</sup>) full month, to and including the seventy-second (72<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of up to one-hundred and twenty (120) hours per year (10 hours per month X 12 months = 120 hours per year).
- (c) 128 Hours of Vacation: From the seventy-third (73<sup>rd</sup>) full month, to and including the one hundred thirty-second (132<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten and sixty-seven hundredths (10.67) hours per month of active employment, or the equivalent of up to one-hundred and twenty eight (128) hours per year (10.67 hours per month X 12 months = 128 hours per year).

- (d) 160 Hours of Vacation: From the one hundred thirty-third (133<sup>rd</sup>) month, to and including the one hundred ninety-second (192<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to one-hundred and sixty (160) hours per year (13.34 hours per month X 12 months = 160 hours per year).
- (e) 168 Hours of Vacation: From the one hundred ninety-third (193<sup>rd</sup>) full month, to and including the two hundred twenty-eighth (228<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one-hundred and sixty eight (168) hours per year (14 hours per month X 12 months = 168 hours per year).
- (f) 176 Hours of Vacation: From the two hundred twenty-ninth (229<sup>th</sup>) full month, to and including the two hundred fortieth (240<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen and sixty-seven hundredths (14.67) hours per month of active employment, or the equivalent of up to one-hundred and seventy-six (176) hours per year (14.67 hours per month X 12 months = 176 hours per year).
- (g) 184 Hours of Vacation: From the two hundred forty-first (241<sup>st</sup>) full month, to and including the two hundred fifty-second (252<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fifteen and thirty-four hundredths (15.34) hours per month of active employment, or the equivalent of up to one-hundred and eighty-four (184) hours per year (15.34 hours per month X 12 months = 184 hours per year).
- (h) 192 Hours of Vacation: From the two hundred fifty-third (253<sup>rd</sup>) full month, to and including the two hundred sixty-fourth (264<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen (16) hours per month of active employment, or the equivalent of up to one-hundred and ninety-two (192) hours per year (16 hours per month X 12 months = 192 hours per year).
- (i) 200 Hours of Vacation: From the two hundred sixty-fifth (265<sup>th</sup>) full month, to and including the two hundred seventy-sixth (276<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).
- (j) 208 Hours of Vacation: From the two hundred seventy-seventh (277<sup>th</sup>) full month, to and including the two hundred eighty-eighth (288<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of seventeen and thirty-four hundredths (17.34) hours per month of active

employment, or the equivalent of up to two-hundred eight (208) hours per year (17.34 hours per month X 12 months = 208 hours per year).

- (k) 216 Hours of Vacation: From the two hundred eighty-ninth (289<sup>th</sup>) full month, to and including all subsequent full months of continuous employment, permanent employees shall accrue vacation leave at the rate of eighteen (18) hours per month of active employment, or the equivalent of up to two-hundred sixteen (216) hours per year (18 hours per month X 12 months = 216 hours per year).

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

12.03 Scheduling of Non-Bid Vacation Leave. Scheduling of bid vacation is outlined in Section 11.04(B) of this Agreement; all other requests for non-bid vacation leave are governed by this Section. At any time after the successful completion of the probationary period, regular permanent employees (any employee hired from a Port posting) may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Chief of Police. Seniority shall be considered when scheduling vacations, subject to the limitation that one (1) Officer per squad may be off at any time; however, management may authorize variances to this limitation on a case-by-case basis. Normally, requests for approval of vacation schedules shall be made to the Chief on a vacation request form thirty (30) days or more in advance; more notice may be required by the Chief when necessary to provide for proper scheduling of manpower. Non-bid vacation shall not be scheduled around the following "blackout" events: May Day, Memorial Day, Fourth of July, SeaFair, Hemp Fest, Labor Day, Thanksgiving, and the Winter Holiday. The exact blackout days will be determined by October 1<sup>st</sup> of the year preceding the event.

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

12.05 Cashout of Unused Vacation. Unused vacation will be cashed out on an annual basis for all accrued vacation beyond four hundred thirty two (432) hours of accrual. The cash-out of excess hours shall be paid to the Officer on the last paycheck in the payroll year, or in the case of a termination of employment, on the employee's last paycheck.

12.06 Cashout Upon Termination. Upon termination of employment, regular permanent, non-probationary employees shall receive a lump sum payment in lieu of one

hundred percent (100%) of unused vacation leave, based on limitations stated above and as further limited by this Section. Employees who terminate active employment before completing the probationary period shall receive no vacation cash-out pay. Pay for unused vacation leave shall be computed through the last day of employment. This Section may be subject to modification to meet legal requirements in the event of further changes in State Law.

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

**ARTICLE 13 – HOLIDAYS**

13.01 Rates of Accrual. All eligible employees shall receive a pool of hours commensurate with their assignment as follows:

10 hour shift:	130 hours
12 hour shift:	156 hours
12.5 hour shift:	162.5 hours

on the basis of eleven (11) recognized holidays and two (2) floating holidays. Holiday hours will accrue on the basis of the eleven (11) recognized holidays listed in Article 13.02 below as they occur in the calendar year for a total of ten (10) hours per holiday on a four (4) day, ten (10) hour schedule, twelve (12) hours per holiday on a four (4) day, twelve (12) hour schedule, and twelve and a half (12.5) hours per holiday on a four (4) day, twelve and a half (12.5) hour schedule. The two (2) floating holidays will accrue as either ten (10), twelve (12) or, twelve and a half (12.5) hours, on the basis of an Officer's shift, for the month of January and either ten (10), twelve (12), or twelve and a half (12.5) hours, on the basis of an Officer's shift, for the month of July.

13.02 The holidays mirror the eleven (11) Port of Seattle holidays listed in the Port of Seattle Salary and Benefit resolution, HR-5. The eleven (11) holidays are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Port Designated Floating Holiday (Day before or after Christmas as determined by the Port Human Resources Department).

13.03 Use and Cashout. Pooled holiday leave may be used once accrued in one (1) hour increments in the same manner and with the same restrictions as vacation time, upon approval of the Watch Supervisor. During the year employees may request pay for their unused pooled hours. No pooled hours will be carried over from year to year. Upon termination of employment, accrued, unused holiday hours shall be cashed out. Holiday cash-out (if requested by an Officer) will occur twice (2x) per year, in the last paycheck of June, for those



holiday hours that have already accrued, and the first pay period of January in the subsequent year, for the remaining holiday hours that have already accrued.

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

Up to six (6) holidays not used or cashed out at the end of the calendar year can be exchanged for vacation that was already used at any time within the same calendar year.

Compensation tied to holiday cash out will only be reported to the Department of Retirement Service on the basis of the eleven (11) Port of Seattle recognized holidays. Compensation tied to holiday cash out for the two (2) floating holidays will not be reported to the Department of Retirement Services unless they are used.

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

#### **ARTICLE 14 – SICK LEAVE**

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

Sick leave is accrued from the first (1<sup>st</sup>) day of employment, but may not be used until the completion of thirty (30) days of continuous employment, and is to be used under the conditions stated in Section 14.02 of this Article.

14.02 Use of Sick Leave. Sick leave will be used only in instances of non-job related employee or dependent illness or injury and as provided by law. 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 required by law. Family medical and care leave will be administered in accordance with current Federal and State laws, and applicable Port policies.

14.03 The Port will continue to identify the portion of accrued sick leave that is available for use according to the minimum requirements of the Washington Paid Sick Leave Law on each employee's paycheck (e.g., one (1) hour of accrued sick leave for each forty (40) hours worked by eligible employees). This is not an additional accrual amount. It is a designation of a portion of current accrual amounts. Employees shall be entitled to carryover no more than forty (40) hours of Washington Paid Sick Leave into the following year, provided that any

amount over the maximum will be maintained as general sick leave available for use under the terms of this Agreement.

14.04 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 to provide advance notice of how the Port intends to comply, and when and if there are any changes to the Union.

Effective upon ratification between the parties and the execution of the Agreement, the Port will pay the employee portion of the premium associated with this provision.

Employees may use sick leave and/or vacation leave to supplement wages while using paid family medical leave.

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

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

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

## **ARTICLE 15 – LONG TERM DISABILITY**

15.01 Eligibility. Police Officers are covered for Long-Term Disability insurance on the first day of active employment following six (6) continuous months of employment. Subject to qualified disability, Officers will receive sixty percent (60%) of covered monthly earnings less

income from other sources. Benefits for Police Officers begin after an elimination period of forty-five (45) days for a non-occupational disability and one hundred eighty (180) days for an occupational disability. Benefits continue during qualified disability, but not past an Officer's 65th birthday or ADEA extension. The maximum benefit is three thousand five hundred dollars (\$3,500) with a three percent (3%) cost-of-living net benefit adjuster. The policy contains a 3-6 month preexisting condition limitation and certain exclusions and limitations for benefit payment.

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

15.02 Supplemental Coverage. The Port hereby agrees to the following coverage for police Officers only, limited to bona fide duty disability.

- (a) For the first six (6) months of a duty disability the Port shall supplement amounts paid by any other benefit program (except personal disability policies not part of this Agreement that are paid for by the individual Officer and except any shared leave received by the Officer) to a level equal to the base pay rate of the disabled Officer. Such benefit program offsets include but are not limited to state, federal, or other disability programs to which the Port has contributed such as the Public Employees' Retirement System, and time loss under the Washington State Department of Labor and Industries.
- (b) In addition, the insurance premiums paid by the Port for insurance programs covered in this Labor Agreement shall continue on behalf of an Officer for the first six (6) months of a duty disability.
- (c) This coverage is in compliance with RCW 41.04.510.

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

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

## **ARTICLE 16 – JURY DUTY AND HEARING APPEARANCES**

16.01 Jury Duty - Compensation. When an Officer is called for and serves on jury duty, that Officer shall, during such service period, receive full regular compensation from the Port. Port compensation for service on jury duty only applies to absence from regularly scheduled work hours. Hours compensated for jury duty service will be paid at the straight time rate.

16.02 Jury Duty – Hours of Work. For the period of jury duty service, the Officer shall be assigned to a Monday through Friday workweek on day shift schedule. Officers that are released prior to the end of their scheduled hours on any day shall call in to work and report if required. Upon final release from jury duty, the Officer will return to their 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 Officer regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

## **ARTICLE 17 – BEREAVEMENT LEAVE**

17.01 Eligibility; Hours. Employees who have been employed for thirty (30) or more days of uninterrupted service, and who have suffered the loss by death of a member of their immediate family, as defined in this Article, shall be eligible to receive up to forty (40) hours of leave per bereavement, at the discretion of the employee's 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.

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

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

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

## **ARTICLE 18 – LEAVE WITHOUT PAY**

18.01 Eligibility; Procedure. After one (1) years' service, an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. Requests for such leaves shall be submitted in writing to the 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 Considerations. Leave approval considerations shall include:

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

18.03 Extensions. In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks with the approval of the Chief and/or Port's Executive Department. An employee shall suffer no loss of seniority for time spent on approved leave of absence of six (6) weeks or less. For time in excess of six (6) weeks, the Officer shall retain their original seniority date, but shall not accumulate any seniority for time off work in excess of six (6) weeks.

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

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

## **ARTICLE 19 – RE-EMPLOYMENT RIGHTS**

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

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

- (a) Request must be for the classification that the employee held at the time of voluntary separation; and

- (b) If no job opening is available at the time of application, the application will still be given preference for any job opening, subject to (a) above, that occurs within one (1) year from the date of application; and
- (c) The ultimate determination of whether the employee will be rehired will be made by the Department; and
- (d) The Department may require any investigation it deems necessary before the application is approved for reinstatement; and
- (e) At the discretion of the Chief, a background investigation, polygraph examination, and medical examination may be conducted for a period of absence of less than during the first ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical examination will be mandatory. A drug screen test will be administered regardless of the time away from the Department; and
- (f) The seniority date of any Officer re-employed pursuant to this Article shall be their original date of hire, provided that no seniority shall accumulate for those periods that the Officer was not a bargaining unit employee.

## **ARTICLE 20 – TEAMSTERS HEALTH AND WELFARE PROGRAMS**

20.01 Eligibility - The Port agrees to provide and maintain the health and welfare benefits listed in Sections 20.02 and 20.03 for all active employees working under the jurisdiction of said Union for not less than eighty (80) hours employment in the previous month which includes all compensable time. In the event of a duty-disability covered under Article 15, the hours requirement shall not apply.

20.02 Effective January 1, 2022 (based on December 2021 hours), the Port agrees to provide and maintain the following benefits:

- (a) Medical - Contribute the sum of \$1,525.80 per month for benefits under the "PLAN A" (Price includes an addition of \$11.40 for the additional 9 month waiver, from the base price of the plan and \$18.00 for domestic partner coverage).
- (b) Dental - Contribute the sum of \$122.70 per month for benefits under the "PLAN A" (price includes an addition of \$2.20 for domestic partner coverage).
- (c) Vision - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an addition of \$.20 for domestic partner coverage).
- (d) Life Insurance - The Port agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance

equal to forty percent (40%) of their total annualized pay rate, based upon the employee's classification.

Effective July 1, 2023, the parties agree to reopen the Life Insurance provision to discuss coverage beginning the 2024 Plan year.

20.03 Retirees' Welfare Trust. The Port shall contribute the following for continued benefits under the "RWT PLUS XL PLAN," and the Port shall continue to reduce each member of the Bargaining Units' wages by an amount equal to one-half (1/2) of the monthly premium per member:

Effective January 1, 2022	\$175.00
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The Port shall contribute fifty dollars (\$50.00) per month for the term of the Agreement toward the monthly premium of each member enrolled in the Teamsters Retiree Welfare Trust Plus XL plan. The balance of the monthly premium rate will be paid by members of the bargaining group through monthly payroll deduction. The Port will be absolved from any liability associated with this Teamsters Retiree Welfare Trust plan.

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

Effective January 1, 2021, each employee shall contribute \$125.00 per month toward the monthly premium costs in Article 20.02.

Effective January 1, 2024, each employee shall contribute \$150.00 per month toward the monthly premium costs in Article 20.02.

The Employer shall pay the remaining costs of the monthly premiums.

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

## **ARTICLE 21 – BENEFITS**

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

- (a) Washington State Public Employees Retirement System, or LEOFF as applicable. Effective January 1, 2015, for employees ineligible to participate in

LEOFF or PERS, the Port shall contribute an amount equal to the employer's regular rate of contribution for LEOFF or PERS eligible employees into the Port's 401 (a) Plan referenced in Article 21 (c).

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



- (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for the entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
- (4) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee that captures the employee's study and career goals.
- (i) Forty (40) hours training will be scheduled per year per Officer.
- (j) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan as revised. 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 Labor Agreement or to negotiation by the Union.
- (k) Each Police Officer assigned to Canine Duty shall be provided with a Port vehicle for the purpose of dog transport.
- (l) PACIFIC COAST BENEFIT PLAN

The Employer contribution shall be one dollar and thirty-five cents (\$1.35) per hour compensated.

Effective January 1, 2024, the Employer contribution shall be one dollar and fifty cents (\$1.50) per hour compensated.

The Union reserves the right to convert to an alternate tax deferred plan that would provide for individual direction of investment alternatives at any time during the term of this contract upon sixty (60) days' notice to the Port of Seattle, provided that the change would involve no additional cost to the Port of Seattle.
- (m) Previously negotiated LEOFF II repayment arrangements shall be maintained.
- (n) The Port of Seattle shall allow all employees the opportunity to attend the Port of Seattle retirement planning seminars.
- (o) Retirement Firearm & Box. Upon retirement from the Port of Seattle Police Department, the retiring Officer with at least five (5) years of service will be provided the following as compensation for prior service:

- (1) The Officer's assigned service weapon; and
- (2) A display box suitable to display the service weapon.
- (p) 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.

(q) COMMUTER BENEFITS

Employees in the bargaining unit shall be eligible for the following benefits:

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

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.

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;

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.

- (r) Port of Seattle Long Term Care Insurance. If the Port adopts a Long Term Care Insurance Program, the parties will discuss the availability of such Long Term Program, if applicable, to Officers.

## **ARTICLE 22 – COMPENSATION FOR MILEAGE, EXPENSES, & TRAVEL TIME**

22.01 Reimbursement for Reasonable Expenses; Procedure. 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.

22.02 Normal Pay and Work Schedule. An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of King County, as defined under the Fair Labor Standards Act (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements in accordance with Section 11.03.B.

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

22.04 Bomb Technician Dispatch to Non-Port Site. When a Bomb Technician is dispatched from home to a non-Port bomb site and has not been furnished a port vehicle to use, 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.

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

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

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

## **ARTICLE 23 – FALSE ARREST AND PROFESSIONAL LIABILITY**

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

## **ARTICLE 24 – UNIFORMS AND EQUIPMENT**

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

24.02 Damage Reimbursement. Limited to three hundred dollars (\$300.00) for each incident, reasonable reimbursement shall be provided for repair or replacement of eyeglasses, watches, or hearing aids which may be broken, damaged or lost as a result of work related activities, where no employee negligence is involved. This benefit applies only in situations where the benefits are not covered under Teamsters Health and Welfare Plans or other benefits. Decisions on claims for reimbursement shall be approved or disapproved and submitted to Accounting within two (2) weeks of receipt.

24.03 Clothing/Cleaning Allowance. The Port shall continue to pay a clothing/cleaning allowance of seventy dollars (\$70.00) per month to police Officers assigned to the Criminal Investigation Section.

Effective on October 1, 2001, the Port shall pay a quarterly clothing/cleaning allowance of ninety dollars (\$90.00) at the end of each calendar quarter thereafter to police Officers assigned to the Administrative Section, namely the Fleet and Supply Officer, the Research and Development Officer, and the Training Officer.

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

24.05 Port of Seattle Police Vehicles and Portable Radios. At the Chief's discretion, a Global Positioning System (GPS) will be installed in selected Port of Seattle Police vehicles (GPS) and Portable Radios.

The Department may use GPS data as evidence in an official Department Investigation providing the data is of a specific incident. GPS data can also be used for training purposes.

GPS queries will not be routinely or randomly used to monitor Officer performance. A supervisor may review GPS data of a specific incident when there is an articulable reason for justifying such review. Articulable reasons for reviewing an Officer's GPS include, but are not limited to: (1) capturing specific evidence for use in a criminal prosecution, (2) a civil claim has been filed against the Port involving the incident, (3) a complaint has been made against an Officer regarding the incident, (4) the incident included a use of force, (5) the incident included a vehicle pursuit, (6) the incident included a vehicular collision, or (7) the incident involved a serious injury or death. Notwithstanding the other provisions of this section, Field Training Officers may review the GPS of probationary trainees in the Field Training Program and any commissioned personnel can advise dispatch to broadcast GPS data when an articulable reason exists (for example, locating an Officer for safety purposes).

GPS review log will be kept and must be maintained. The log must include the date, time, reviewer, and reason for the review.

## **ARTICLE 25 – GRIEVANCE PROCEDURE**

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

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

25.03 Election of Forum. An Officer 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.

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

25.05 Grievance Procedure.

### **STEP I**

The affected employee shall present the grievance in writing to their 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 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 the date the response was due.

### **STEP II**

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

Class Grievances. With respect to issues affecting more than one (1) Officer, the Union may elect to file a grievance at Step 2 without the need for individual Officers to file grievances at

Step 1. The twenty (20) day time limit referenced in Section 25.02, 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 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 Chief or the Chief's designee will issue a written response to the Union Representative within ten (10) days of the meeting. The Union may refer the grievance to Step 3 within ten (10) days of receipt of the response or the date the response was due. If the parties mutually agree to waive the Step 3 Board of Adjustment process, the Union may refer the grievance to Step 4 within ten (10) days of receipt of the Step 2 response or the date the response was due.

### **STEP III**

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

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be 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 within ten (10) days following the hearing. The Parties may mutually agree to waive the Step 3 process.

### **STEP IV: ARBITRATION**

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

Selecting an Arbitrator. For all arbitrations involving disciplinary actions, discharges, or terminations, the arbitration selection procedure shall be as established by RCW 41.58.070. For all other arbitrations, the Port and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first initiative through a coin flip.

The Hearing. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall

confine their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration, and shall not have the authority to determine any other issues not so submitted to them. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union, and the Port. The fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses, and costs, including attorney fees, witness compensation, and transcript requests.

#### **ARTICLE 26 – PERSONNEL FILE - PUBLIC RECORDS REQUEST**

The Port will comply with RCW 42.56.250 (12) when information contained in a member of the bargaining unit's personnel file is subject to a public records request.

#### **ARTICLE 27 – CONFERENCE BOARD**

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

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

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

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

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

**ARTICLE 28 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

28.01 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 their ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Police Department or of the Port.

28.02 The Port agrees that there shall be no lockouts.

28.03 The conditions stated in Sections 27.01 and 27.02 of this Article shall remain in effect with or without a signed Labor Agreement.

28.04 If a party is alleged to have violated this Article, the Parties agree to submit the alleged violation of this Article to expedited binding arbitration.

**ARTICLE 29 – 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 30 – ENTIRE AGREEMENT**

30.01 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.

30.02 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 31 – INCORPORATION OF APPENDICES & LETTERS OF AGREEMENT**

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 signature.

1. Appendix A – Pay Rates
2. Appendix B – Police Officers' Bill of Rights
3. Appendix C – Drug/Alcohol Testing
4. Letter of Agreement – Armed Presence at Waterfront
5. Code of Conduct/Workplace Responsibility Handbook
6. Police Officer Participation on FBI Bomb Disposal Unit Stabilization Team
7. Memorandum of Understanding – Scent Borne Canine Positions



- 8. Memorandum of Understanding - Staffing Shortage
- 9. Memorandum of Understanding - COVID-19 Vaccination Policy Impacts Bargaining

**ARTICLE 32 – TERM OF AGREEMENT: JANUARY 1, 2022 TO DECEMBER 31, 2024**

Base wage increases and differentials, and effective dates, shall be as provided for in Appendix A.

All other conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from the effective date to December 31, 2024. 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**

  
 \_\_\_\_\_  
**STEPHEN P. METRUCK**  
 Executive Director

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

11/22/2022  
 \_\_\_\_\_  
 Date

11.15.22  
 \_\_\_\_\_  
 Date

**APPENDIX A  
PAY RATES**

**1. BASE WAGE INCREASES**

<u>Progression</u>	<u>1/1/22 Base Hourly Rate</u>
Officer E	42.49
Officer D	45.56
Officer C	47.81
Officer B	50.16
Officer A	54.11

**Effective January 1, 2022**, base hourly wages will be modified to provide that effective January 1, 2022, Officers will receive a nine percent (9%) increase.

**Effective January 1, 2023**, Officers will receive a seven percent (7%) increase.

**Effective January 1, 2024**, Officers will receive a cost of living increase, which is 100% of the Seattle/Tacoma/Bellevue CPI-U October 2022-October 2023, with a 0% minimum and a 6% maximum. Officers will also receive a two percent (2.0%) increase above COLA.

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

**2. STEP INCREASES**

If Officers perform duties of their classification in a satisfactory manner, Officers in B, C, D, or E classifications shall receive promotional step increases after each twelve (12) months from E to D to C to B and, finally, to A classification.

**3. LONGEVITY PAY**

Base pay for Port Police Officer A classification shall be increased by the following longevity premium schedule based upon date of hire.

- A. 2% Longevity Premium: From the start of the sixty-first (61<sup>st</sup>) full month to and including the one hundred twentieth (120<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).
- B. 5% Longevity Premium: From the start of the one hundred twenty-first (121<sup>st</sup>) full month to and including the one hundred eightieth (180<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).
- C. 7% Longevity Premium: From the start of the one hundred eighty-first (181<sup>st</sup>) full month to and including the two hundred fortieth (240<sup>th</sup>) full month of continuous

employment, permanent employees shall be paid a longevity premium of seven percent (7%).

- D. 9% Longevity Premium: From the start of the two hundred forty-first (241<sup>st</sup>) full month to and including the two hundred sixty-fourth (264<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of nine percent (9%).
- E. 11% Longevity Premium: From the start of the two hundred sixty-fifth (265<sup>th</sup>) full month and beyond of continuous employment, permanent employees shall be paid a longevity premium of eleven percent (11%).

**4. EDUCATIONAL INCENTIVE**

Base pay for all Officers shall be increased by the following educational incentive schedule:

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

- A. The base pay increases provided for above shall be available only to those police Officers who have successfully completed probation.
- B. Police Officers shall be eligible to receive the educational incentive and longevity pay.

**5. OUT-OF-CLASSIFICATION PAY**

The Port agrees that, in the event an employee is required to assume duties and responsibilities out of their classification, they will be paid the first pay step of the next higher classification to commence immediately upon assumption of said duties, provided the assignment is for one-half (1/2) shift or more. Longevity credits shall not be applied when the highest classification falls outside of the bargaining unit.

**6. ASSIGNMENT AND SPECIALTY PAY – Effective June 1, 2015**

- A. Marine Unit. Traffic Unit Differential. The pay differential for an Officer assigned to the marine unit, or to the traffic unit shall be four percent (4%) above the employee's base rate.
- B. Detective. The pay differential for an Officer assigned as a detective shall be four percent (4%).
- C. Bomb Squad Differential. The pay differential for an Officer assigned to the bomb squad shall be ten percent (10%) above the employee's base pay rate.

- D. SWAT Differential. The pay differential for an Officer assigned to SWAT shall be four percent (4%) above the employee's base pay rate.
- E. Canine Differential. The pay differential for an Officer assigned to the Canine (K-9) unit shall be four percent (4%) above the employee's base pay rate. Such Officers shall also receive the following compensation:
- (1) For each normal work day, the employee shall receive one (1) hour of overtime pay for dog care.
  - (2) For each shift worked, normal or overtime shall receive one (1) hour of travel time. If the shift is a normal workday, the handler leaves one (1) hour prior to the end of shift. If the shift is overtime, the travel hour is added to the total hours of overtime. If an Officer stays for a shift extension, the travel time is paid at the end of the extension.

Scheduling K-9 Days Off

- (1) For each day off, the handler receives one (1) hour of straight time compensation for dog care, of which one (1) day per month can be taken as compensatory time off in the form of a "K-9 day."
- (2) K-9 days are requested in advance and are not subject to the bid vacation rules. Instead, the following standards apply:
  - A. To receive a K-9 day off, the Officer must request the day off at least fourteen (14) days in advance.
  - B. The request will not be denied on the basis that it would require the Department to pay overtime, or on the basis that it would require the Department to mandate another Officer to work overtime.
  - C. The Department may deny the day off request only if one of the following conditions exist:
    - (i) An emergency which involves the cancellation of all vacation leave;
    - (ii) A K-9 staffing need that stems from TSA staffing requirements;
    - (iii) A K-9 staffing need that results from a special event;

- (iv) The Officer's attendance is required for specialized K-9 training, provided that this condition does not apply to routine K-9 training;
  - (v) A position needs to be filled due to minimum staffing requirements and, after exhausting mandatory overtime procedures, there is no other Officer available to perform the work; or
  - (vi) The Chief has the discretion to deny a canine day off based on canine staffing.
- (3) Any excess hours earned or not taken as comp time will be paid at the straight time rate. If the handler has not accumulated the full day of comp time the difference can be made up with vacation hours to take the K-9 day with the supervisor's approval.

The above benefits, with the exception of travel time, continue until the department and TSA (for EDT) retire the canine. The department will offer the K-9 to the handler and sign over responsibility. If the handler declines the canine, the department will take custody of the canine.

Per agreement with TSA, the department will provide a kennel at the handler's residence. The exact location of the kennel is at the discretion of the handler. The kennel will be constructed to the current department standard.

- F. Canine Trainer Differential. An Officer assigned as the Canine Trainer shall receive a four percent (4%) differential above the employee's base rate of pay, with or without a dog.
- G. Dive Team Differential. Officers assigned to dive team duty shall receive a four percent (4%) differential above the employee's base pay rate.
- H. Crime Scene Specialist/Evidence Identification Technician. Recognizing the technical nature of this assignment, progression through the three (3) identified pay steps shall be contingent on and in accordance with the level of technical expertise obtained by the Officer assigned.

Candidates for this assignment shall be evaluated during the selection process and if selected shall be considered to meet the entry level (basic) training requirements of the job as identified.

The differential premiums shall be as follows:

First step:                    3%

Second Step: 5%  
Third Step: 7%

I. Police Training Officers Differential.

1. The pay differential for an Officer assigned as a Police Training Officer (PTO) shall be three percent (3%) of the employee's base rate. Effective upon ratification and execution of the agreement, this three percent (3.0%) pay differential for Officers assigned as a PTO will increase to four percent (4.0%).

Effective upon ratification and execution, the PTO premium will be increased to five percent (5%) above the employee's base pay rate.

2. To be eligible for the differential pay noted in Appendix A(6)(I)(1) above, the Officer must be certified and assigned as an PTO. Those Officers assigned as a PTO but not assigned a recruit shall receive the differential during such assignment.
3. Although the Department shall assign the recruits to be trained by each PTO, ordinarily, but not necessarily always, only one (1) recruit will be assigned to each PTO in Phase II at one time and ordinarily no more than two (2) will be assigned each PTO in Phase III at one time.
4. There shall be an annual selection and sunset for PTO assignments, however the department shall maintain a minimum of four (4) PTOs at all times.

- J. Fleet and Supply Officer. The Officer assigned to Fleet and Supply shall receive a five percent (5%) differential above the employee's regular rate of pay.

Effective June 1, 2015, Fleet and Supply Officer, Professional Development Officer, Professional Standards Officer. The Officer(s) assigned to Fleet and Supply, Office of Professional Development (OPD), and/or Office of Professional Standards (OPS) shall receive a five percent (5%) differential above the employee's regular rate of pay.

K. Team Leader Differential.

1. Bomb Disposal Unit. Recognizing the technical nature of this assignment, candidates for this assignment shall be evaluated by an assessment process, candidates selected shall be considered to have met the requirements of the job as identified.

Officers assigned as Team Leader shall receive a seven percent (7%) differential above the employee's base pay rate.

- L. Civil Disturbance Unit. Effective June 1, 2015, Officers assigned to the Civil Disturbance Unit (CDU) shall receive a two percent (2%) differential above the employee's base pay rate.

Effective upon ratification and execution, Officers assigned to the Civil Disturbance Unit (CDU) shall receive a four percent (4%) differential above the employee's base pay rate.

- M. 12-Hour Patrol Shift Premium Differential. Effective March 29, 2009, Officers assigned to the twelve (12) hour patrol shift schedule shall receive a two and one-half percent (2.5%) patrol premium differential above the employee's base rate of pay.
- N. Crisis/Hostage Negotiator. Effective upon ratification and execution of the agreement, Officers assigned to the joint agency Valley Crisis/Hostage Negotiator team shall receive a three percent (3.0%) pay differential.
- O. Premium Stacking Limitation. Officers are entitled to receive only the two (2) highest specialty/assignment premiums for which they are eligible; however, the patrol shift premium is excluded from this "stacking" limitation.

7. **STANDBY**

Standby time shall be compensated at fifty percent (50%) of the straight time rate of pay.

8. **PHYSICAL ABILITY INCENTIVE PAY – EFFECTIVE UPON RATIFICATION BETWEEN THE PARTIES**

Employees shall be eligible to demonstrate physical ability and receive an incentive as follows:

Annually, employees who test at the Exercise Science Center (ESC) and achieve a rating of two (2) will receive an additional one and a half percent (1.5%) premium above the employee's base rate of pay the following year.

As an alternative to the Exercise Science Center, the Port of Seattle Police Department will annually administer the Criminal Justice Training Commission (CJTC) Physical Abilities Test (PAT) to employee participants. Those employees who pass at the minimum fitness standards established by the CJTC shall qualify for a one percent (1%) premium above the employee's base rate of pay for the following year.

9. **SHIFT DIFFERENTIAL**

Effective the first FLSA work period of 2018 only employees who have bid the second watch (1700-0530) shall receive a two percent (2%) differential above the employee's

base rate of pay for all compensable hours. If an Officer is permanently reassigned to a day shift position, the two percent (2.0%) night differential shall cease immediately. If circumstances pull an Officer from night shift for more than thirty (30) days, the differential shall cease until the Officers returns to the assigned bid night shift. An Officer who is reassigned as a result of an on the job injury shall maintain their shift differential.

## 10. PAYROLL

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

11. The parties agree to meet by or before June 30, 2023, to discuss a take home car program.
12. The parties agree to meet by or before December 1, 2022, to discuss Body Worn Cameras (BWC). The parties shall at the first meeting pre-calendar 1-2 BWC bargaining sessions a month thru May. The parties agree to bargain in good faith and will not delay the progress of negotiations. During this time period, unless an agreement has been reached, the Port will not implement BWC. After June 1, 2023, while BWC may be implemented, the parties will continue bargaining effects, including mediation and interest arbitration, if necessary.



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

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

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

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

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

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

- E. The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls, and rest periods.
- F. The employee shall not be subjected to any offensive language, nor shall they be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain their resignation. No promises or awards shall be made as an inducement to answer questions.
- G. The Port will comply with any applicable state or federal restrictions that prohibit the use of a lie detector or similar tests as a condition of continued employment.
- H. An employee shall be permitted to read any material affecting their employment before such material is placed in the employee's personnel file, and an employee shall be allowed to rebut in writing material placed in their personnel file. Such written rebuttal shall also be included in the employee's personnel file.
- I. An Officer may make a request to the Office of the Chief to review material that references the Officer, contained in the Blue Team / IA Pro. The employee will be allowed access to review such materials unless they are part of an active investigation or otherwise protected from disclosure by law.
- J. The Police Department will notify an Officer prior to providing written materials to the prosecutor's office regarding an internal investigation unless to do so would jeopardize an on-going criminal investigation.
- K. As a department locker is assigned to an Officer, who places their lock on such locker, locker search without notice may not be conducted without the permission of the Officer or without a search warrant, provided, however, with twenty-four (24) hour notice to the Officer involved, a locker inspection may be conducted by the Chief or the Chief's designee. Such an inspection may be conducted by order of the Chief without the requirement of employee's permission and without a search warrant. The employee shall have the right to be present during such locker inspection.
- L. Officers will have an opportunity to sign complaints of misconduct or resulting findings of such complaints before such material is entered into their personnel files. The Officer's signature constitutes acknowledgment that they have seen the material prior to its filing.
- M. Except as otherwise provided by law, all case documentation shall remain confidential within the Internal Investigation Section and to the Chief of Police, and any other members of Police or Port management with a reasonable need to know. Only cases that are classified as sustained shall be forwarded to the Department Administrative file as well as a conclusion of findings to Human Resources for inclusion in the employee's personnel records.

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

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

PREAMBLE

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

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

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

As referred to herein, testing shall be applicable to all entry level probationary employees and 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/Alcohol Testing. Before an employee may be tested for drugs or alcohol based on reasonable suspicion, the Port shall 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 shall be the Police Department representatives to authorize or to approve a drug/alcohol test.
  - 5. The Officer authorizing or approving a drug or alcohol test under this Appendix C shall provide a written report to the Chief, and to the employee, if requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.

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

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

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

1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, they will not be disciplined.

Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
4. When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
5. Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, 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 twenty-four (24) hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the

laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.

8. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

F. Consequences of positive test results.

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

Confirmed positive test - Employee is subject to discharge.

G. Employee rights.

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



**LETTER OF AGREEMENT  
By and Between  
PORT OF SEATTLE  
And  
TEAMSTERS LOCAL UNION NO. 117  
Affiliated with the  
International Brotherhood of Teamsters  
Representing Police Officers**

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**Re: Armed Presence at the Waterfront**

The Parties signatory to a 2022-2024 Collective Bargaining Agreement agree to the following:

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

All other terms and provisions of the 2022-2024 Collective Bargaining Agreement shall remain in full force and effect.

MEMORANDUM OF UNDERSTANDING

by and between

THE PORT OF SEATTLE

and

THE UNDERSIGNED PARTICIPATING LOCAL UNIONS

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

The parties to this Memorandum of Understanding agree as follows:

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

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

**PORT OF SEATTLE:**

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

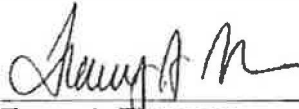
7/6/10  
\_\_\_\_\_  
Date

**OPERATING ENGINEERS,  
LOCAL 286:**

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

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

**TEAMSTERS LOCAL UNION NO. 117,  
IBT:**



Tracey A. Thompson  
Secretary-Treasurer

4-21-10

Date

**INT'L BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 46:**



Janet L. Lewis  
Business Representative

5-10-10

Date

**INT'L LONGSHORE & WAREHOUSE  
UNION, LOCAL 9:**



Tony Flutter  
Business Representative

5-3-10

Date

**TEAMSTERS LOCAL UNION NO. 174,  
IBT:**



Rick Hicks  
Secretary-Treasurer

6/17/10

Date

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



Dan Morgan  
Business Representative

6/2/10  
Date

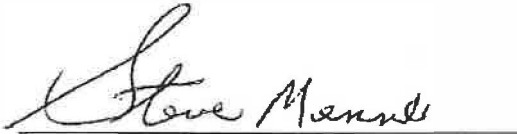
**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 1257:**



Thomas Sanchez  
President

5-6-2010  
Date

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



Lee Newgent  
Executive Secretary

6-2-10  
Date

**TEAMSTERS LOCAL UNION NO. 763**



Dave Grage  
Secretary-Treasurer

6-15-10  
Date

**PACIFIC NW COUNCIL OF  
CARPENTERS, LOCAL 131**

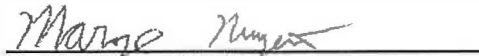


Ken Milici  
Service Representative

5-25-10

Date

**INT'L UNION OF OPERATING  
ENGINEERS, LOCAL 302**

  
Darren Konopaski / Marge Konopaski  
Business Manager / Local #302

5-24-10

Date

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**PORT OF SEATTLE**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Representing Police Officers**

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**RE: Police Officer Participation on FBI Bomb Disposal Unit Stabilization Team**

Background

1. Teamsters Local Union No. 117 and the Port of Seattle are signatories to a 2022-2024 Collective Bargaining Agreement (CBA) for Police Officers.
2. The Police Department has an opportunity to participate with other local law enforcement agencies on an FBI Bomb Disposal Unit Stabilization Team (STAB).
3. The parties' CBA does not specifically address compensation for a Police Officer participating on STAB.

Agreement

The parties agree as follows:

1. The Chief of Police shall have discretion to determine whether any Department employee participates or continues to participate on STAB. A decision to permit an employee to participate on STAB shall not convert the STAB assignment into ongoing bargaining unit work.
2. If a Police Officer participates on STAB, that Police Officer is not eligible for compensation for time spent in on-call or standby status for STAB.
3. If a Police Officer participates on STAB, prescheduled and approved STAB assignments and STAB call-outs will be compensated in accordance with the terms of the CBA.
4. For Port Police Department duties or assignments not related to STAB, a participating Police Officer is eligible for on-call and standby pay in accordance with the terms of the CBA.
5. Hours related to on-call or standby time for STAB work do not impact the calculation of on-call or standby pay for Port related work.

6. This MOU, along with the CBA, is the full and final agreement on the subject of Police Officer participation on STAB.
7. All other terms and conditions of the CBA shall remain in full force and effect. Should any terms and conditions in this MOU conflict with the CBA, this MOU shall control.
8. This MOU will remain in effect through December 31, 2024.



**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**PORT OF SEATTLE**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Representing**  
**Police Officers and Police Sergeants**

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**Re: Scent Borne Canine Positions**

This Memorandum of Understanding between the Port of Seattle ("the Port") and Teamsters Local Union No. 117 ("the Union") is intended to resolve the unfair labor practice charge, unit clarification, and grievance identified below.

**The parties agree:**

- 1) There will be a 7:1 ratio of canine handler Officer Positions to canine handler Sergeant Positions. This would mean the Department would have to have at least eight (8) total canine positions (7 Officers, 1 Sergeant) for one (1) Sergeant to have a dog and the Department would have at least sixteen (16) total canine positions (14 Officers, 2 Sergeants) for a second Sergeant to be assigned a dog.
- 2) Canine Trainers will be filled as staffing allows and at the discretion of the Department. Both parties agree that canine trainer duties will remain Officer bargaining unit work as set forth in the Officer's Collective Bargaining Agreement.

**Settlement:**

This Settlement Agreement resolves the Unit Clarification case (Case No. 128976-C-17) on this matter. In addition, and as part of this settlement, Local 117 agrees to withdraw its Unfair Labor Practice case (Case No. 128934-U-17) as well as the grievance on this matter.

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**PORT OF SEATTLE**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Representing Police Officers**

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**Re: Staffing Shortage**

In recognition of the current staffing shortage at the Port, the parties have entered into the following MOU in an effort to improve staffing levels and enhance public safety at Port facilities. The terms of the MOU are as follows:

Duration – through December 31, 2024, provided that the Port can terminate the MOU prior to that time with thirty (30) days written notice to the Union.

Temporary CBA modifications:

1. In regard to CBA Section 11.01, B, (9), (b) of the CBA: The Chief (or designee) can deny an Officer's choice/request to not work a make-up day, if such choice places the Department below minimum staffing levels.
2. In regard to CBA Section 11.05, F, (5), (b): For the Department to meet MSL, they can continue filling the vacant position/s by selecting Officers who have volunteered and worked the least amount of overtime, to the Officer who has volunteered and worked the greatest amount of overtime during the last pay period until all MSL positions are filled.
3. In regard to CBA Section 11.05, F, (5), (c) of the CBA: Officers may be scheduled for up to two (2) mandatory overtime shifts contiguous to their regular bid shift/squad. An Officer shall have a minimum of two (2) consecutive days off within any given seven (7) day period.
4. In regard to CBA Section 11.05, F, (5), (k) of the CBA: In the event that the Port finds the next on coming shift below MSL, the Port can mandatory an Officer to extend their shift, unless otherwise prohibited by this Agreement.
5. In regard to Article 11.05 F, (5), (l) of the CBA: When needed to meet minimum staffing levels, mandatory overtime may be assigned without regard to 1) the fourteen day requirement, or 2) as a shift extension.

6. In regard to Article 11.05 F, (7) of the CBA: Any mandatory overtime assigned without fourteen (14) days' notice, shall be paid at double time (2x) the Officers base rate of pay.

Comp Time. In lieu of accepting overtime pay for overtime hours worked, an employee may elect to take compensatory time off under the following conditions:

1. One (1) hour of overtime worked provides one and one-half (1 1/2) hours off.
2. In advance of performance of overtime work, comp time must be requested by the employee and approved at the sole discretion of management.
3. The maximum comp time accrual is one hundred twenty (120) hours. Any outstanding comp time accrual as of the date this MOU terminates will be cashed out by the Port.
4. All requests to use comp time must be approved in advance by the Department.
  - a. Cash out Upon Separation/Termination. Upon termination of employment, employees shall receive hundred percent (100%) of unused Compensation Time.
  - b. If the MOU is terminated or not renewed after December 31, 2024, the Officers accrued Compensation Bank will be cashed out, unless otherwise agreed by the parties.

Contract Law Enforcement Officers (CLEO's). Allow CLEO's, non-precedence setting for either party.

1. Officers assigned mandatory overtime will have four (4) days from the day of assignment to arrange a trade or request that the shift be filled by a CLEO. If the Department is unable to obtain a CLEO, the requesting Officer will need to fill the shift.
2. The parties agree that any work performed by CLEO's does not in any way diminish (or expand) the scope of Teamsters 117 bargaining unit work. CLEO's will be assigned David Units before being assigned any other positions.
3. CLEO's will work under the supervision and direction of a Port of Seattle Police Sergeant.
4. CLEO's are required to be vaccinated in accordance with Port Policy HR-34 and Commissioned prior to being assigned.
5. The parties agree that the assignment of CLEO's is intended as a temporary solution to the current staffing shortage at the Port. The parties also agree that

the allowances of CLEO's per this Memorandum of Understanding is a non-precedent setting agreement that ends upon the expiration of this MOU, unless mutually agreed otherwise.

6. The purpose of the above process is to provide Officers the opportunity to work overtime prior to the assignment of a CLEO to perform the work. The parties agree to work collaboratively to reach solutions in the event this process has any unintended consequences.

Overtime Related (effective first full pay period following ratification and approval)

1. In the event that the Port finds the next on coming shift below MSL, the Port can mandatory an Officer to extend their shift. Shift extensions shall be paid at 2x the Officer's regular rate.
2. All patrol overtime (as defined in the Port Police Patrol Staffing MOU) occurring from 0500 Saturday through 0500 Monday will be paid at double (2x) time, provided that from May 1, 2023 through September 30, 2023, all patrol overtime (as defined in the Port Police Patrol Staffing MOU) occurring from 0500 Friday through 1700 Monday will be paid at double (2x) time.
3. There shall be no pyramiding of overtime in applying the provisions of the Agreement, the Port Patrol Staffing MOU, and the new MOU attached to the 2022-2024 Agreement.

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**PORT OF SEATTLE**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Representing Police Officers**

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**Re: Port of Seattle COVID-19 Vaccination Policy Impacts Bargaining**

The following Memorandum of Understanding (“MOU”) is entered between the Port of Seattle (“Port”) and the Teamsters Local Union No. 117 regarding the Port of Seattle’s COVID-19 Vaccination Policy as it applies Police Officers. This MOU is intended to resolve bargaining over impacts of the Port’s COVID-19 Vaccination Policy (HR-34) only.

1. All bargaining unit employees who verified proof of being vaccinated (as of November 15, 2021) (having received two doses of Moderna or Pfizer or one dose of the Johnson and Johnson vaccine by November 15, 2021) shall receive a lump sum payment equal to 12.5 times the January 1, 2023, Officer A hourly rate to be paid no later than the first pay period in February 2023.
2. Employees who resigned due to the Vaccine Policy or who were separated for failure to comply will be placed on a rehire list until December 27, 2022 and will, upon request, be allowed to bypass the written examination and interview process and apply to their previous position, if the position remains available and funded, if the employee has been fully vaccinated (per current HR-34 policy) and if the employee meets the qualifications of the position. If two or more employees who are on the list express an interest for an open position in the Department in which they were previously assigned, the employee with the most service time within that Department will be selected for the position.
3. If an employee separated pursuant to Section 2 above returns to employment within one year of separation, their seniority date shall be their original date of hire adjusted for the time period of their separation.
4. Limitation of Booster Requirement: The Union reserves the right to challenge any future requirement that employees covered by this agreement are required to get booster shots as a condition of employment. The Port will communicate to Local 117 any booster requirement as a condition of employment a minimum of 45 days prior to the Port’s desire to implement.
5. The Union retains all rights under the collective bargaining agreement to file a grievance on behalf of any represented employee who is separated from

employment or denied an exemption and/or accommodation based upon an alleged violation of the collective bargaining agreement.

6. The Union reserves its right to challenge the reasonableness of HR-34 in any grievance procedure.
7. The Parties do not concede their positions regarding decisional bargaining obligations with respect to the vaccine mandate and retain the right to challenge the same. This agreement will be void if any legal governing body finds that the Port has a decisional bargaining obligation with regard to the Port's vaccine mandate.
8. This MOU is entered between the parties on a one-time, non-precedent-setting basis, specific to the circumstances presented herein.
9. This Memorandum of Understanding is effective upon signing.