PORT OF BELLINGHAM
INLANDBOATMEN'S UNION

2024-2027

COLLECTIVE BARGAINING AGREEMENT

INDEX
2024-2027 INLANDBOATMEN'S UNION AGREEMENT

Page

INLANDBOATMEN'S UNION
2024-2027

THIS AGREEMENT made and entered into between THE PORT OF BELLINGHAM, a municipal corporation, organized under the laws of the State of Washington, hereinafter designated as "EMPLOYER", and the INLANDBOATMEN'S UNION OF THE PACIFIC, MARINE DIVISION - INTERNATIONAL LONGSHORE & WAREHOUSE UNION hereinafter designated as "UNION".

The Employer agrees to recognize the Union as the bargaining agent on behalf of all employees as certified by Public Employees Relations Commission under case # 10365-E-93-01715 on April 5,1994, in the Bargaining Unit as described below:

> All non-exempt employees of the employer working at the Bellingham Cruise Terminal, excluding supervisors, managerial, professional, confidential employees, guards, and employees represented by other labor organizations.

ARTICLE I.
GENERAL PROVISIONS

1.01 There shall not be any discrimination, coercion, interference, or restraint by supervisors or any Employer representative against any employee because of their membership in, or legitimate activity on behalf of, the Union.

1.02 Negotiations for modification, change or renewal of the Agreement will be conducted only by the duly elected and appointed officials of the authorized bargaining agencies designated above.

1.03 Any employee authorized to serve as a shop steward shall not lose their position or be discriminated against for this reason.

1.04 The management of the Port and the direction of the working forces, and in general all other functions of management unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Employer.

1.05 The Employer shall have the right to employ the following types of employees:

a. **Introductory employees** shall be those employees hired to fill a regular full-time or regular part-time position but who have not yet been employed for more than 90 consecutive days. Introductory employees shall be eligible for benefits enrollment according to the schedules established in Articles IV, V, and VIII. However, introductory employees shall not be considered regular full-time or regular part-time union employees subject to the terms of this agreement.

b. **Regular full-time employees** shall be those who are employed on a full-time basis for more than 30 hours each week. When practical, as determined by the employer based on the needs of the operation, regular full-time employees will be scheduled for no less than forty (40) hours per week. Regular full-time employees shall be entitled to all of the benefits referred to in Articles IV, V, VIII, IX, X, and XI. Per seniority, all regular part-time employees, after five (5) calendar years of employment from the date of hire, provided the employee has had consistently positive performance reviews (Levels 3 and above) and no discipline within two (2) years, shall be offered any promotions to regular full-time employment before hiring from the outside.

c. **Regular part-time employees** shall be those employed on a part-time basis between 20 and 30 hours each week. When practical, regular part-time employees will be offered additional hours prior to offering the hours to temporary employees. Based on mutual agreement, regular part-time employees may work additional hours up to forty (40) hours per week. Regular part-time employees shall be entitled to those benefits stated in Articles 5.02 (medical), 5.03 (dental), and 5.04 (vision) for themselves only, and shall be entitled to the proportional benefits contained in Articles IV, VIII, IX, X, and XI. In the event the applicable Articles in the immediately preceding sentence shall not have a formula for calculating the benefit entitlement, then benefits shall be given on a pro-rata basis by multiplying the benefit entitlement stated by the ratio of payroll hours compensated (excluding overtime) to the payroll hours possible for that month. Regular part-time employees shall be permitted to purchase, at their own expense, the family benefits contained in Article V at the employers cost, however employees eligible for medical coverage under the Affordable Care Act may include their dependents.

d. **Temporary employees** shall be those hired during peak work periods on a full or part-time basis or those hired on a year-round basis, working less than an average of twenty (20) hours per week for not more than 800 hours in a calendar year. A person initially hired under such conditions may not work in excess of 800 hours in a calendar year, except by mutual written agreement. Temporary employees shall not be entitled to any of the benefits referred to in Articles IV, V, VIII, X, and XI;

1.06 Any authorized union official of the above-named Union, upon reasonable application to and approval by the Director of Human Resources of the Employer, shall be allowed reasonable access on Employer property provided such access shall not interrupt work taking place on Employer property.

1.07 The examples which are contained within this Agreement are made for illustrative purposes only and they shall not be interpreted as being all inclusive or exclusive.

1.08 The Employer and the Union shall comply with all applicable federal, state, and local laws, including the Family Medical Leave Act and Civil Rights Legislation.

1.09 All employees of the bargaining unit, in addition to being covered by this Agreement, shall also be subject to the personnel and operating policies and procedures established by the Employer and by any subsequent personnel policies, rules and procedures that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The employer will make a good faith effort to notify employees of changes, additions, or exclusions to the policies and procedures included in the employee handbook prior to implementation. Union employees and officials are encouraged to offer input regarding changes in Port personnel policies and procedures.

1.10 The employer agrees to make available all identifiable Port records, subject only to the exceptions contained in law under the Washington State Public Disclosure Act. Public disclosure requests shall be managed pursuant to the policy and procedures established in Port of Bellingham Resolution #968 or as hereinafter amended.

1.11 The Port will make every reasonable attempt to establish a suitable break room for the BCT employees.

ARTICLE II.
SENIORITY

2.01 The parties agree that the job skills and classifications of the employees covered by this agreement are sufficiently diverse that a seniority system uniformly applied to all employees covered by this Agreement may not be appropriate. The parties therefore agree that the seniority provisions which follow below shall apply only in cases where two or more employees are employed in positions with the same job similarities. The Employer will provide the employee with a 30-day notice of lay-off.

2.02 New employees and those rehired after a break in service will be regarded as introductory employees for a period of ninety (90) days. Such employees may be terminated during the introductory period for a bona fide business reason, and a grievance involving the discipline or discharge of an introductory employee shall not be subject to arbitration under this Agreement. At the end of the introductory period, an employee retained in employment shall have seniority retroactive to the last date of hire.

2.03 Employees laid off and not recalled within twelve (12) months shall be considered to have a break in service and all seniority rights will be forfeited.

2.04 Seniority shall prevail in case of layoffs and recalls, provided the employee is capable of performing the work. The Employer shall be the sole judge of capability. Regular part-time employees will have the same seniority rights as regular full-time employees.

2.05 In the case of recall from layoffs, refusal of an employee to report or respond in writing within fifteen (15) consecutive calendar days of delivery of written notice of recall sent via certified mail to the last known address of the employee reflected in the employee's personnel file will relieve the Employer of any responsibility under this seniority provision.

2.06 Seniority will be lost by reason of quitting or being discharged from employment. There will be no termination of seniority for time lost because of illness, accident, or Employer authorized leave of absence.

ARTICLE III.
HOURS OF WORK AND OVERTIME

3.01 **Hours of work, including breaks and meal periods.** Individual and weekly normal schedule will vary depending upon Employer needs. The Employer shall post a work schedule on the employee bulletin board for all bargaining unit employees setting forth with respect to each employee the job classification, the starting and ending time of their shift, and days off. Because of the fluctuation of ferry arrivals and departures, it may be necessary to adjust an employee’s scheduled hours to meet Employer needs. Each employee shall be entitled to the equivalent of a fifteen (15) minute paid break for each continuous four (4) hour period worked. In addition, each employee shall receive up to one hour off for lunch.

3.02 **Hours of Overtime.** The Employer may find it necessary at times for employees to work overtime by beginning early and/or leaving late on normal work days, or by working on the employee's normal weekly days off. Overtime shall be paid at time and one half for any hours worked in excess of 40 hours in one work week or for hours worked in excess of 12 hours in a 24-hour period, except work performed in accordance with flexible scheduling. Time and one half shall be paid for work performed on holidays specifically named in Article IV. All overtime must be approved, in advance, by the employee's immediate supervisor.

3.03 Definitions of the timelines referred to in Article 3.02 are as follows: the term "24-hour period" shall begin and end at 0001 hours (one minute after midnight); an employee’s "work week" shall begin and end Sunday at 0001 hours (one minute after midnight).

3.04 **Minimum Call-Out.** When an employee is called back to work for hours other than during their regular shift, said employee will be paid a minimum of four (4) hours at the applicable rate or for the number of hours actually worked rounded to the nearest half hour, whichever is greater.

3.05 **Flexible Scheduling.** By mutual agreement between the employee and the Employer, the hours in the basic work day or work week may be modified to accommodate employee flexible scheduling. Such agreement shall provide for no reduction in service to the public and must not increase the Employer's compensation costs for overtime, shift differential pay, holidays, etc.

3.06 **All Employee Meetings.** If any employee is required by their immediate supervisor to attend an all-employee meeting on their scheduled time off, then that employee shall be paid at the applicable rate.

ARTICLE IV.
HOLIDAYS

4.01 The following paid holidays will be observed by the Employer:

NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
PRESIDENT'S DAY
MEMORIAL DAY
JUNETEENTH
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING DAY
CHRISTMAS DAY

4.02 Regular full-time employees covered by this agreement, shall be paid for eight (8) hours holiday pay at their straight time rate of pay. Regular part-time employees will receive a prorated number of holiday hours, based on their weekly schedule.

Regular full-time, part-time, and temporary employees are entitled to receive time and one half (1.5x) for work performed on the observed holiday and the actual date of the holiday, if worked.

4.03 When a holiday listed above falls on Sunday, the following Monday will be observed. When a holiday listed above falls on Saturday, the preceding Friday will be observed. If the employee's scheduled days off are not Saturday and Sunday, the rule follows respectively.

4.04 The Employer's Human Resource Department shall issue a memo each year designating specific dates for holidays.

4.05 If a holiday occurs during the Employee's PTO, the holiday will not be deducted from the Employee's earned PTO.

4.06 Employees who work a Port observed holiday shall be granted an alternate holiday. An alternate holiday will be scheduled to fall within the same pay period, subject to approval by the supervisor. If a holiday falls on the employee's regularly scheduled day off, the employee may observe an alternate holiday.

ARTICLE V.
HEALTH AND WELFARE

5.01 The Employer agrees to notify the Union of any change in the benefit plans of this Article and allow Union input prior to decisions made to change the benefits in any way.

5.02 Medical Coverage.

5.02.1 The Employer agrees to provide basic doctors' and hospital coverage through a self-insured platform for employees, their spouses and the subscriber's natural child, adopted child or stepchild up to age 26. Employee will be responsible for six percent (6%) of the total monthly premium for the coverage provided to the Employee, spouse and/or dependents; the Employee's premium share shall be paid through a payroll deduction. Refer to the Medical Benefit booklet for more information. If, as a result of increased claims' costs, the parties experience an increase in premium rates for the present group policy, the parties agree to meet and negotiate the effect of those changes.

5.02.2 Coverage for newly born children starts at birth, providing an application for coverage is made to the carrier.

5.02.3 In the event of layoff, approved leave of absence, termination of employment by action of employee or Employer, medical coverage benefits will cease the last day of the first full calendar month following the date of termination.

5.02.4 New employee eligibility will commence on the first day of the calendar month following the most recent date of hire.

5.03 Dental Coverage.

5.03.1 The Employer agrees to provide dental coverage for the employees, their spouses, domestic partners, and dependent children to age 19 and the subscriber's natural child, adopted child, or a stepchild up to age 23 if currently enrolled as a full-time student. Employees who elect to cover their spouse under the Dental/Vision Plan will contribute $10.00 per month toward the premium. If the parties experience either a change in provisions or premium rates for the present policy, the parties agree to meet and negotiate the effect of those changes.

5.03.2 New employee eligibility will commence on the first day of the calendar month following the most recent date of hire.

5.03.3 In the event of layoff, approved leave of absence, termination of employment by action of the employee or Employer, dental coverage will cease the last day of the first full calendar month following the date of termination.

5.04 Vision Care.

5.04.1 The Employer agrees to provide vision care as part of the medical insurance for employees, their spouses, domestic partners, and the subscriber's natural child, adopted child or stepchild up to age 26. Hardware and an annual eye exam are provided under the Dental/Vision Plan and coverage follows the provisions of that plan. If, as a result of increased claims' costs, the parties experience an increase in premium rates for the present group policy, the parties agree to meet and negotiate the effect of those changes.

5.04.2 Coverage is to begin the first day of the month following the most recent date of hire.

5.04.3 In the event of layoff, approved leave of absence, termination of employment by action of the employee or Employer, vision coverage will cease the last day of the first full calendar month following the date of termination.

5.05 Life Insurance.

5.05.1 The Employer will maintain $50,000, or 1x salary, whichever is greater, Group Life Accidental Death and Dismemberment Insurance Coverage for all eligible employees. If, as a result of insurance company action, the parties experience either a change in provisions or premium rates for the present group policy, the parties agree to meet and negotiate the effect of those changes.

5.05.2 Life Insurance coverage begins the first day of the month following the most recent date of hire.

5.05.3 In the event of layoff, approved leave of absence, termination of employment by action of employee or Employer, life insurance coverage will cease the last day of the first full calendar month following the date of termination.

5.06 Disability Insurance: The Employer will cover eligible employees with long-term disability insurance in accordance with the provisions of the group policy currently provided by Lincoln Financial Insurance Company or an equivalent plan. If, as a result of company action, the policy amount cannot be maintained without a premium increase, the employer shall be required to continue such coverage so long as the new premium is not more than 125% of the premium in effect at the beginning of this agreement. If the premium shall be increased more than that amount during the term of this agreement, the parties agree that they will negotiate either a reduction, change or termination of this benefit clause. In the event of a layoff or leave of absence of thirty days or over, disability insurance coverage will terminate the first day of the month following the first month of absence.

5.07 Benefits Review Board: Due to the unpredictability of the health care market and fluctuating claims costs, a Benefits Review Board will meet each year to design a medical insurance program for the upcoming year that provides a benefit that is as similar as practical to the current medical plan. Represented employees will receive the same health and welfare benefits that non-represented employees receive at the same employee premium share amounts.

The Union will elect a spokesperson from among its membership to serve on a Benefits Review Board upon 15 days' notice from the Employer advising that it desires to convene such a board. The Benefits Review Board will be comprised of one member from each bargaining group within the Employer, the Director of Human Resources, and a Human Resources Generalist. The purpose of the board will be to meet and discuss various means of maximizing the Port's benefit coverage, as outlined in Article V of this Agreement, while minimizing increases in benefits costs to the Employer for the duration of this Agreement.

The IBU member on the Benefits Review Board will receive their regular rate of pay when participating on the committee. If the committee meetings are held on a regularly scheduled day off, the employee will receive their regular rate of pay for the time spent in the meeting or with advanced approval from the manager they may be allowed to work a flexible schedule during the week of the meeting. Upon request from the Benefits Review Board member, Human Resources will provide material regarding the proposed plans and costs to the Union Representative prior to the scheduled Benefits Review Board meeting.

ARTICLE VI.
INDUSTRIAL INSURANCE

6.01 Industrial Insurance and Medical Aid. The Employer will continue to maintain coverage under the program, administered by the State Department of Labor and Industries, for all employees as required by law.

ARTICLE VII.
PENSIONS

7.01 The Employer agrees to maintain membership for all employees in this bargaining unit who must be covered under the Washington State Public Employees Retirement System during the term of this contract as the system now exists. The Employer also agrees to comply with changes which are mandatory by the system during the term of this agreement.

ARTICLE VIII.
Paid Time Off (PTO)

8.01 Eligible full-time employees shall accrue PTO according to the table below. Eligible part-time employees shall accrue PTO for each month of continuous service at a prorated rate based on the full-time schedule below and calculated as the ratio of payroll hours compensated (excluding overtime) to payroll hours possible for that month.

From January 1, 2013 on, the following accrual rates will apply:

Anniversary Year	Monthly Accrual	Annual Accrual
Year 1-4	12.01 hrs	18 days
Year 5	15.34 hrs	23 days
Year 6	16.01 hrs	24 days
Year 7	16.67 hrs	25 days
Year 8	17.34 hrs	26 days
Year 9	18.01 hrs	27 days
Year 10	18.67 hrs	28 days
Year 11	19.34 hrs	29 days
Year 12	20.01 hrs	30 days

Year 13	20.67 hrs	31 days
Year 14	21.34 hrs	32 days
Year 15=	22.01 hrs.	33 days

A) PTO leave may be accumulated to a maximum of 520 hours at the end of a calendar year. Accumulated hours in excess of this amount at December 31 will be forfeited.

B) Eligible employees may take accrued PTO after it is accrued.

C) An employee cannot waive his PTO and draw PTO pay in addition to regular pay while on duty.

D) Any employee who is separated from the employment of the Employer shall be compensated for any accrued but unused PTO time at his regular rate of pay at the time of separation up to the maximum number of total hours permitted for accrual as provided above.

E) Notwithstanding any contrary provisions herein, an employee who has been employed on a full-time basis for ten (10) or more years, shall be permitted to elect to place up to one half of their PTO hours above 240 into a special category entitled "retirement PTO credits". Prior to retirement, the employee who has elected to place a portion of their PTO credits into this account shall be permitted to take retirement PTO prior to the effective retirement date. The length of such paid time off shall not be greater than the number of accumulated credits in the retirement PTO account for that employee and in no event shall an employee be permitted to accumulate more than 519 hours in a terminal PTO account. The election herein shall be made in writing to the Director of Human Resources and shall be prospective only. However, in the event of a physician authorized medical/health issue for the employee or for an immediate family member where the 480 bank has been depleted, employees will be permitted to transfer these retirement PTO hours back into their PTO bank to cover needed time off for such a medical/health issue.

F) Whenever possible, PTO leave requests should be made at least 30 days in advance. All requests shall be subject to approval by the supervisor, and nothing herein shall prohibit a supervisor from approving a PTO leave on no notice if the supervisor in their sole discretion determines that work needs and requirements will allow.

G) Compensable hours under the terms of this section will be counted as hours worked for the purpose of computing PTO pay.

H) Short-term disability bank: Effective January 1, 2020, with the implementation of benefits under the Washington Paid Family and Medical Leave, the short-term disability bank for each employee hired prior to 1/1/2020, will be reduced by 50%. Employees hired on or after 1/1/2020 will not be entitled to a short-term disability bank as described herein. Eligible part-time employees will receive a pro-rated number of hours in their bank. This bank can be accessed after an employee has been absent for five (5) consecutive work days during a physician authorized illness or injury, or to provide care for an immediate family member with a serious health condition (family members are defined as child, spouse, domestic partner, parent, grandparent, parent-in-law, and adult disabled child.)

ARTICLE IX.
OTHER LEAVE CATEGORIES

9.01 **Washington Paid Sick and Safe Leave**
Employees accrue and use Washington Paid Sick and Safe Leave in accordance with RCW 49.46.210. For details about the accrual rate and permitted uses of the Leave, please refer to the Employee Handbook.

9.02 **Washington Paid Family and Medical Leave**
Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are recalculated annually by law, and are split between the employee and employer, as determined under RCW 50A.04.115. Compensable hours under the terms of this article will not be counted as hours worked for the purpose of computing PTO accrual and will not be counted as hours work for the purpose of calculating overtime.

ARTICLE X.
JURY DUTY

10.01 The Employer will pay an eligible employee who is called for jury duty on that employee's regularly scheduled work day provided the employee gives his supervisor at least forty-eight (48) hours' notice of the jury duty. The employee must, if they are released from jury duty attendance by competent authority, return directly to their work and resume any employee responsibilities. The employee shall be required to pay the Employer any jury duty pay received (excluding travel pay) and shall submit appropriate verification of the pay received upon request. A failure by the employee to comply with the requirements of this clause shall result in a forfeiture of the right to receive this benefit.

ARTICLE XI.
FUNERAL LEAVE

11.01 Funeral leave will be handled as follows:

11.01.1 When an immediate family member dies, you will be granted three (3) days off with pay if requested for the purpose of attending to funeral needs. When arrangements necessitate, additional PTO may be used for funeral leave. As soon as practicable upon learning of the need to attend a funeral, an employee shall notify their supervisor, if possible, during regular office hours before departing for the funeral.

11.01.2 The Employer interpret "members of an employee's immediate family" to be the employee's grandparents, parents, spouse, domestic partner, sibling, child, grandchild, parent-in-law, step-children, step-parents, child-in-law, sibling-in-law.

11.01.3 Compensable hours under the terms of this section will be counted as hours worked for the purpose of computing vacation or PTO as appropriate and holiday pay.

ARTICLE XII.
STRIKES, LOCKOUTS, AND WORK STOPPAGE

12.01 The employer agrees that while this Agreement is in effect, it will not engage in any lockout of its employees. The Union agrees that while this Agreement is in effect, it will not engage in, or in any way encourage or sanction, any strike, sit-down, boycott, slow-down, secondary boycott, or picketing. However, no employee will be required to do the work of some other employee who is on strike, and no employee need cross a bona-fide picket line if their physical health or safety may be jeopardized by doing so.

ARTICLE XIII.
GRIEVANCES

13.01 Definition.

A grievance is a dispute between an employee (or the Union) and the Employer involving the interpretation or application of an express provision of this Agreement.

13.02 Grievance Procedure.

Employee Grievances. Grievances by an employee may be initiated as follows. However, if the department/division manager is the subject of the grievance, the employee may bypass Steps 1 or 2 and proceed directly to the next step.

Step 1 - Oral Notice to Immediate Supervisor. Not later than ten (10) work days after the event giving rise to the grievance, or ten (10) work days after the employee should reasonably have learned of the facts giving rise to the grievance, whichever is later, the employee must specifically identify that an oral grievance is being initiated and discuss the grievance with their immediate supervisor. The immediate supervisor shall orally respond to the employee not later than ten (10) work days thereafter.

Step 2 - Written Grievance to Immediate Supervisor. If the grievance is not settled at Step 1, the employee, not later than fifteen (15) work days after the facts giving rise to the grievance, or fifteen (15) work days after the employee should reasonably have learned of the facts giving rise to the grievance, whichever is later, must submit a written grievance to their immediate supervisor. The immediate supervisor shall give their written answer to the grievance within fifteen (15) work days after receipt of the grievance.

Step 3 - Written Appeal to the Division Head. If the grievance is not settled at Step 2, the employee, not later than ten (10) work days after receipt of the department manager's written answer at Step 2, may file a written appeal of that answer to the Division head. The Division head shall give their written answer to the grievance within ten (10) work days after receipt of the grievance.

13.03 Written Presentation.

All grievances presented at Step 2 of the grievance procedure of this Agreement shall set forth: (1) the facts giving rise to the grievance; (2) the provisions of the Agreement, if any, alleged to have been violated; (3) the names of the aggrieved employees; and (4) the remedy sought. All grievances at Step 2 and appeals at Step 3 of the procedure set forth in this Agreement shall be signed and dated by the aggrieved employee and/or Union Business Agent. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative.

13.04 Time Limitations.

The time limitations set forth in this Article are the essence of this Agreement. No grievance shall be accepted by the Employer unless it is submitted or appealed within the time limit set forth in Section 13.02 of this Agreement. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the Employer's Step 2 answer. If the Employer fails to answer within the time limits set forth in Section 13.02 of this Agreement, the grievance shall automatically proceed to the next Step. Nothing in this paragraph shall prohibit the parties from extending any or all of the timelines provided the parties have executed a mutual written agreement of the extension(s).

13.05 Arbitration.

Any grievance, as defined in Section 13.01 of this Agreement, other than grievances arising under Articles 1.08, V, or XVII of this Agreement, that has been properly and timely processed through the grievance procedure set forth above and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union or Employer serving the other with written notice of its intent to appeal. No arbitrator shall have authority to review, revoke, modify, or enter any award with respect to the discharge of any introductory employee having less than 90 consecutive days seniority credit in the bargaining unit. The failure to appeal a grievance to arbitration in accordance with this Section within fifteen (15) calendar days after receipt of the written answer of the Employer at Step 3 of the grievance procedure set forth in Section 13.02 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Employer at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer, and the Union.

13.06 Selection of Arbitrator.

Not later than ten (10) calendar days after the Union serves the Employer with written notice of intent to appeal a grievance to arbitration, the Employer and the Union shall jointly request the Public Employment Relations Commission to furnish, to the Employer and the Union, a list of seven (7) qualified and impartial arbitrators. Within fifteen (15) calendar days after receipt of that list by the Employer, the Employer and the Union shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.

13.07 Arbitrator's Jurisdiction.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Employer. They shall have no authority to hear or decide issues of substantive arbitrability; to add to, detract from, alter, amend, or modify any provision of this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. If the Employer asserts that a grievance is not arbitrable because of a failure to comply with the procedural requirements of this Article of this Agreement, the arbitrator's initial jurisdiction and authority shall be limited to hearing and deciding the issue of procedural arbitrability and they shall have no authority or jurisdiction to receive evidence relating to the substantive merits of the grievance until a ruling is made on the procedural issues. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer.

13.08 Fees and Expenses of Arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Employer and Union. Other than the fees and expenses of the arbitrator, each party shall bear its own arbitration expenses.

13.09 Union Stewards.

The Union may elect or designate a Union Steward. The Union Steward shall be recognized by the Employer as an authorized representative of the Union for settling grievances and disputes. Representatives of management with authority to settle such matters will meet with the Union steward and work for the resolution of such matters. A Union steward who has participated in Step 1 of the grievance procedure will be allowed to attend grievance meetings without loss of wages or benefits, as scheduled by the Employer.

13.10 Investigations.

The Union Steward will be allowed to investigate grievances during their normal work day for step 1 of the grievance procedure only, provided no necessary and required work is interrupted by the Steward's absence and the Steward's supervisor has given prior approval to engage in such activity.

ARTICLE XIV.
TERMINATION

14.01 The Employer may discipline or discharge employees for just cause, defined as a fair and honest cause or reason, made in good faith and not for any arbitrary, capricious, or illegal reason, and based on facts supported by substantial evidence and reasonably believed by the Port to be true.

ARTICLE XV.
SAVING CLAUSE

15.01 Should any part hereof or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Such invalid provision or section alone shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as so interpreted.

ARTICLE XVI.
CLASSIFICATION AND RATES OF PAY

16.01 The Employer reserves the right to designate classifications of the individual employees within the scope of this contract.

16.02 Salaries: Salaries ranges for employees subject to this agreement shall be according to the following salary schedule.

Hourly Wage Rates:

Classification	**1/1/2024**	**1/1/2025**	**1/1/2026**	**1/1/2027**
	9.12%	3%	3%	2-4%**
Terminal Agent	$31.70	$32.65	$33.63	-
Part-Time Terminal Agent	$31.70	$32.65	$33.63	-
Custodian*	$15.85	$15.85	$15.85	$15.85

*The custodian wage is frozen at the 2014 rate. The parties agree to meet and negotiate an appropriate rate when or if the position is filled.

**Wages in 2027 will be based on the most recent 12-month average Seattle-Tacoma-Bellevue CPI-U with a minimum of 2% and a maximum of 4%.

16.03 In the event the Employer shall determine that it has a need for the employment of one or more working lead persons, then the Employer shall designate a working lead person. This position shall be paid five percent (5%) per hour above the employee's normal pay as a differential pay. The Employer reserves the right to determine the number of lead persons required. An employee who is designated as a working lead person shall serve in that position at the discretion of the Employer. If the Employer for any reason shall remove the working lead person from that position, then the differential pay for that lead person shall terminate. A working lead person shall perform other additional duties as assigned by the

Employer including participating in the selection process for positions covered in this Agreement.

16.04 Benefits: In the event of an employee changing job classifications, the employee shall begin working the new classification as an introductory employee except that the employee shall continue as a member of the Union and the employee shall be entitled to retain all existing benefits which have accrued in accordance with the rules applicable for the old classification except that seniority shall not carry over to the new classification. Accrual of benefits following employment in the new classification shall be in accordance with the benefit entitlement applicable to the new classification.

16.05 Temporary Assignment: If an employee is assigned in writing by their supervisor to temporarily cover for the work of a lateral or higher employee then the employee required to so cover shall receive additional compensation for such additional work equal to ten percent (10%) of the covering employees straight time rate based on actual hours worked and in coordination with Article 3.04.

ARTICLE XVII.
LEAVES OF ABSENCE

17.01 All employees shall have the right to request a leave of absence without pay for reasons deemed appropriate by the employee. A leave of absence may be approved by the division director if the division director determines that such a leave of absence will not adversely affect the Employer's operations and commitments. If approved, the employee shall not be entitled to accrue benefits or seniority during the unpaid leave of absence. All leaves of absence, other than regular PTO, and upon approval of Employer, shall be granted in writing by the Employer and a copy of the letter granting such a leave shall be filed with the local Union and with the Employee.

17.02 The Employer will not be required to maintain benefits during any unpaid leave of absence except as provided in Article V of this Agreement, but the employee may purchase medical, dental and/or vision benefits for themselves and/or their families at the Employer's cost, through COBRA.

ARTICLE XVIII.
UNION SECURITY

18.01 **Assessment – Exception**. All new employees desiring to become a member of the Union shall advise the Port with an “opt-in” letter provided by the Union authorizing the withholding of regular Union dues. Conversely, Union members who choose to “opt out” of Union membership shall advise the Port in the same manner or via email to Human Resources and the IBU Secretary/Treasurer.

18.02 **Payroll Deductions**. The Employer will deduct regular membership dues and any other assessments uniformly authorized by the Union from the monthly wages of all employees who execute proper written authorization that such deductions be made. The Employer will transmit all deductions to the Secretary/Treasurer of the Union, along with a monthly accounting statement showing all deductions and any Union-provided benefits opposite the employee's name.

18.03 The Union agrees to indemnify, defend, and hold the Employer harmless from any claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any check-off of dues or fees for the Union or as provided for in RCW 41.04.230.

ARTICLE XIX
MANAGEMENT RIGHTS

19.01 Subject to the specific terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to the following: the right to adopt regulations regarding the appearance, dress, conduct of its employees, and to direct the work force consistent with work procedures as are necessary to maintain safety, efficiency, quality of service, and the confidence of the traveling public. The Union reserves the right to intercede on behalf of any employee who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Article XII - Grievances. The existence of this clause shall not preclude the resolution of any such grievance on its merits.

19.02 The reservation by the Employer of those rights concerned with the management and operation of the Employer, including but not limited to the following:

- to determine the source or sources of applicants for employment, and shall be the sole judge of the requirements and qualifications of such applicant;
- to recruit, hire, assign, supervise, train, transfer with cause, retain, and/or lay off employees;
- to establish qualifications for employment and evaluate employees;
- to discipline or discharge employees with just cause and to discharge probationary employees;
- to assign and schedule work to shifts, and to change shifts and work assignments; and
- to determine duties and performance standards of employees;
- to determine, establish and/or revise the number of personnel to be assigned to duty at any time;

- to implement new and to revise or discard procedures, materials, equipment and facilities;
- to subcontract work beyond the capacity of the bargaining unit;
- to establish and control the Port's budget;
- to determine the location of the Port's facilities;
- to implement new and to revise or eliminate, wholly or in part old methods, materials, equipment, facilities and standards;
- to make and enforce reasonable regulations;
- to require and schedule training as needed;
- to establish and revise leave, vacation and other personnel policies
- to adopt reasonable rules for the operation of the Port and the conduct of its employees;
- to establish and modify organizational structure; and
- to perform all other functions not otherwise expressly limited by this agreement.

a. The foregoing express enumeration of rights and functions reserved to management shall not be deemed to preclude the Employer's exercise of other rights it held before the execution of this Agreement, which are not inconsistent with any express provision hereof. The foregoing enumeration of rights reserved to the Employer shall be without further collective bargaining.

b. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

c. The Employer reserves the right to subcontract bargaining unit work or have Port employees outside of the bargaining unit perform such work it deems necessary in the interests of efficiency, economy, and improved product or emergency, provided that such subcontracted work does not displace existing bargaining unit members. Additionally, in periods of emergency, the Employer may subcontract non-bargaining unit members to perform work that would otherwise be performed by bargaining unit members solely for purposes of maintaining continuous operations and not as a means for circumventing the intent of this Agreement.

ARTICLE XX.

EFFECTIVE DATE AND DURATION OF AGREEMENT

20.01 This Agreement shall be effective upon ratification of this agreement, and it shall remain in full force and effect through December 31 ,2027. All terms shall be deemed renewed each year thereafter unless either party shall give to the other at least sixty (60) days, but no more than ninety (90) days prior to the expiration date, notice, in writing, of any proposed changes or termination of this Agreement.

20.02 If either party gives notice to the other, then within twenty (20) days of service of said notice, representatives of the Employer and of the Union shall meet and negotiate in good faith without unnecessary delay. Nothing herein shall be interpreted as limiting either party to negotiating only those matters raised in the notice referred to in clause 20.01 above.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representation, have set their hands and seals as of this 20th day of March, 2024.

INLANDBOATMEN'S UNION
OF THE PACIFIC, MARINE DIVISION,
INTERNATIONAL LONGSHORE
& WAREHOUSE UNION

By: 3/14/24
PSR Regional Director

By:
PSR Business Agent

By:
IBU National President

PORT OF BELLINGHAM

DocuSigned by:
By:
8BC706DAB18C41F...
Executive Director