



**PORT OF BELLINGHAM/
I.L.W.U. 7, MAINTENANCE UNION**

2024 - 2026

COLLECTIVE BARGAINING AGREEMENT

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MAINTENANCE AGREEMENT

2024 - 2026

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 INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL NO. 7, hereinafter designated as "UNION". The Union represented employees are key members of the Employer and have a significant impact on the success of all Employer operations. The Union, Employer, and Employees agree to work collaboratively and constructively on improving customer service, quality and efficiency in support of internal and external customers and towards achieving the following Employer Mission Statement: To promote sustainable economic development, optimize transportation gateways, and manage publicly owned land and facilities to benefit Whatcom County.

UNIT RECOGNITION

The Union represents that it is the bargaining representative for the employees engaged in the following operations:

- A) Maintenance of port vehicles, equipment, and facilities;
- B) The Employer recognizes the Union as the exclusive bargaining representative for the above-designated employees for the purposes of collective bargaining for wages, hours, and working conditions.
- C) Employees excepted from this bargaining unit shall be managerial, professional, administrative personnel and their confidential assistants, security personnel, seasonal employees, and those within jurisdiction of other unions.

TYPES OF EMPLOYEES

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

- A) Regular full-time employees shall be those who are employed on a full-time basis for more than 30 hours each week. Regular full-time employees shall be entitled to all benefits referred to in Articles 5 HOLIDAYS and 6 HEALTH, WELFARE, AND OTHER EMPLOYEE BENEFITS, and 7 OTHER LEAVE CATEGORIES;
- B) Regular part-time employees shall be those employed on a regular basis between 20 and 30 hours each week. Regular part-time employees shall be entitled to those benefits referred to in Articles 6.01 through 6.06, for themselves only, and shall be entitled to the proportional benefits contained in Articles 6.09 through 6.13, and Article 7. In the event the applicable Articles in the 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 6 at the employer's cost;

- C) Introductory employees shall be those employees hired to fill a regular full-time or regular part-time position, but who have not been employed for more than six consecutive months. Introductory employees shall be eligible for benefits enrollment according to the schedules established in Articles 5 and 6 however, introductory employees shall not be considered regular full-time or regular part-time union employees subject to the terms of this agreement and may be terminated at the sole discretion of the employer. The Union will consider on a case-by-case basis extending, for a reasonable period of time, the introductory period of any employee who the Employer is not satisfied meets its standards at the end of the regular six-month introductory period. Employees hired in at the Level 1 rate will automatically advance to Level 2 after successful completion of the introductory period.
- D) Temporary/Seasonal employees shall be those employees hired during peak work periods on a full or part-time basis for not more than six consecutive months in a ten calendar month period in a calendar year. Temporary/Seasonal employees shall not be considered union employees and therefore not subject to the terms of this agreement.

ARTICLE 1 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 Any authorized Union official of the above-named Union, upon application to and approved by the Director of Human Resources of the Employer, or their designee, shall be allowed admission to Employer work areas, but shall in no way unnecessarily delay the work in said Employer areas.
- 1.03 The term "Union official" will include those duly elected and appointed officials of the above-named Union, and not to exceed two duly appointed shop stewards.
- 1.04 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.
- 1.05 Any employee authorized to serve as a shop steward shall not lose their position or be discriminated against for this reason.
- 1.06 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.
- 1.07 The Employer and the Union shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment.
- 1.08 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. Nothing in this paragraph shall inhibit the Union's right to meet and discuss the impact of changes in policies, rules, and procedures on bargaining unit employees. Nothing in this paragraph shall inhibit management's rights with regard to Article 1.07.

- 1.09 The Employer is an equal opportunity employer committed to maintaining a just, equitable, diverse, respectful, productive, and inclusive workplace, and as such will not discriminate or retaliate against Employees pursuant to national, local, state, and federal laws prohibiting discrimination based on their protected status including based on race, religion, creed, skin color, ethnicity, genetic information, national origin, citizenship or immigration status (unless a distinction or differential treatment is required by a state or federal law, regulation, or government contract), families with children, sex, marital status, sexual orientation and gender, gender identity, age, honorably discharged veteran or military status, disability, and any other category protected by law.

ARTICLE 2 SENIORITY

- 2.01 New employees and those rehired after a break in service will be regarded as introductory employees for a period of six (6) months. At the end of the introductory period an employee retained in employment shall have seniority retroactive to the date of hire.
- 2.02 Seniority shall be based upon length of continuous service.
- 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.
- 2.05 In the case of recall from layoffs, refusal of an employee to report within ten (10) working days will relieve the Employer of any responsibility under this seniority provision.
- 2.06 Seniority will be lost by reason of quitting or being discharged for cause. There will be no termination of seniority for time lost because of illness, accident, or Employer-authorized leave of absence. All leaves of absence, other than regular vacation or PTO, and upon approval of Employer, shall be granted in writing by the Employer and a copy of the letter granting such leaves shall be filed with the local Union and with the employee.
- 2.07 When there is a question of the mental or physical competence of the employee to adequately perform the job in question, the Employer has the right to insist upon competent medical evaluation. Refusal of the employee to submit to such evaluation shall result in their discharge.

- 2.08 Any employee who is drafted into the Armed Services of the United States Government to complete their service obligation shall retain all seniority rights in accordance with applicable laws.

ARTICLE 3 HOURS OF WORK AND OVERTIME

3.01 **Definitions.**

- A) **Regular work day** - eight (8) hours within an eleven (11) hour period 7:00 a.m. to 6:00 p.m.
- B) **Work week** - to be established for each individual and shall have five (5) consecutive days out of each seven (7) day period (Sunday through Saturday) that is assigned as their regular work week. In the event of a change in an employee's work week, the employee shall be given 48 hours' notice of the change, unless the employee agrees to shorter notice. Notice shall be in writing. Changes with less than 48 hours' notice shall be paid at the overtime rate.
- C) **Daily work period** - the regular, scheduled 8-hour work period (exclusive of meal time) assigned to each employee.
- D) **Straight time rate** - basic rate as quoted in Article 11.01. The straight time rate shall apply to all hours worked during the scheduled work week between the hours of 7:00 a.m. and 6:00 p.m.
- E) **Differential time rate** - 110% of the straight time rate. The differential time rate shall apply to all hours worked prior to 7:00 a.m. or after 6:00 p.m., when not classed as overtime or when mutually agreed up between the employer and the union.
- F) **Overtime rate** - one and one-half (1 1/2) times the regular rate. The overtime rate shall apply to all hours worked in excess of forty (40) hours during the scheduled work week and all hours worked in excess of any eight (8) consecutive hours worked, and for all work performed on the individual's regularly scheduled days off. All hours worked on Saturday or Sunday will be paid at the overtime rate. All call-outs as described in 3.02 will be paid at the overtime rate.
- G) **4 X 10 hour shifts** - If both the employee and the employer agree there is a unique need for a shift in which the employee works four (4) consecutive days, ten (10) hours per day, the employee's schedule may be temporarily modified. Overtime will be calculated for all hours worked over forty (40) in the work week or all hours worked in excess of any ten (10) consecutive hours worked in a day. Such agreement shall provide no reduction in service or result in increased compensation costs. The 4 X 10 shift must be mutually agreed upon and can be canceled at any time by either the employee or the employer. During a 4 x 10 schedule, holiday pay will remain at 8 hours for each observed holiday. Employees who choose to observe the holiday must use 2 hours of PTO to balance the schedule

H) **Flexible Scheduling** - By mutual agreement between the employee and the Employer, the hours in the basic workday or workweek may be modified to accommodate 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.

3.02 **Minimum Call-Out.** When an employee is called back after completion of their regular shift or on Saturday or Sunday, said employee will be paid a minimum of four (4) hours at the applicable rate, or if over four (4) hours, the actual time worked. If an employee is called out to complete a task that can be completed through remote computer access and the employee completes the task at home, they will be paid a minimum of two (2) hours at the applicable rate, or if greater than two (2) hours, the actual time worked in fifteen (15) minute increments.

3.03 **Jury Duty.** The Employer will pay an employee called for jury duty on a regular scheduled working day, provided a minimum of twenty-four (24) hours' notice is given Employer. Employees shall receive the difference between the pay received for such jury duty, excluding any travel allowance, and their regular straight time pay for the hours necessarily lost from work on account of jury duty, provided that the employee works on their regular schedule whenever not actually performing jury duty. The pay received for jury duty must be substantiated by the Clerk of the Court.

3.04 **Pay Days.** Wages shall be paid on the 5th and the 20th of each month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday.

ARTICLE 4 WORK GUARENTEE

4.01 All regular full-time employees as designated by Employer shall be guaranteed a full weeks work (40 hours) except in cases where the plant shall be closed by operation of law or by any labor dispute, or for any other cause beyond the control of the Employer. There shall be no layoff of a regular employee during the five-day work week of any days, or less, except for cases set forth above.

4.02 The Employer and the Union both recognize that some flexibility in the application of the work covered will be required. If work of a higher-paid grade is required of an employee, they shall receive the higher rate of pay for the time worked on the higher-paid job; but if they are temporarily assigned to a job of a lower rate of pay, their original grade and wage rate shall continue. When an employee is temporarily assigned to a higher grade (not to exceed 30 days), and they are expected to benefit from on-the-job training, and a qualified and competent individual is available to oversee the training, the employee will be paid at their regular rate applicable at the time. A record of applicable training hours will be maintained by the Maintenance Manager and will count toward the work experience requirements of higher grades.

ARTICLE 5 HOLIDAYS

- 5.01 The following shall be designated as paid holidays, and when not worked the eligible employee shall be paid for eight (8) hours at the employee's straight time hourly rate of pay:

**New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day**

- 5.02 Paid holiday benefits begin with the first day of employment as a regular full-time or regular part-time employee.
- 5.03 To be eligible for holiday pay, an employee must have worked on the last scheduled work day before the holiday and their first scheduled work day after the holiday.
- 5.04 If any work is performed by employees on the above holidays, additional compensation at one and one-half (1 1/2) straight time shall be paid for the hours worked.
- 5.05 When one of the holidays listed above falls on Sunday, the following Monday will be observed, instead of such holiday, as a holiday with pay. When one of the holidays listed falls on Saturday, the preceding Friday will be observed instead of such holiday, as a holiday with pay.
- 5.06 If a holiday occurs during an employee's vacation or PTO whichever is applicable, the day off will be recognized as a holiday instead of vacation or PTO time.
- 5.07 If a holiday occurs during a period when an employee is on sick leave or PTO if applicable, such day shall not be subtracted from total sick leave or PTO accumulation.

ARTICLE 6 HEALTH, WELFARE, AND OTHER EMPLOYEE BENEFITS

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

6.02 Medical Coverage

- A) The Employer agrees to provide basic doctors and hospital coverage through a self-insured platform for eligible employees, their spouses, domestic partners, 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 HMA Benefit booklet for more information. 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.

- B) Due to the unpredictability of the health insurance market, the Benefits Committee 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 no less than the same Health and Welfare benefits that non-represented employees receive.
- C) Coverage for newly born children starts at birth, providing an application for coverage is made to the insurance carrier within thirty (30) days of the date of birth.
- D) Coverage is to begin the first day of the month following the most recent date of hire.
- E) In the event of a layoff, medical coverage benefits will terminate the last day of the second full month following the date of layoff.
- F) In the event of an approved leave of absence or 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.

6.03 Dental Coverage

- A) The Employer agrees to provide dental coverage under the self-insured dental plan, or an equivalent plan, for the employees, their spouses, domestic partners, and dependent children to age 19 or to age 23 if enrolled as a student in an accredited school, college or university. Employees who elect to cover their spouse under the Dental/Vision Plan will contribute \$10.00 per month toward the premium. If as a result of increased experience rating the parties experience a negative balance in the Dental Plan fund, the parties agree to meet and negotiate the effect of those costs.
- B) Coverage is to begin the first day of the month following the most recent date of hire.
- C) In the event of termination of employment, retirement, layoff or leave of absence approved by the Employer, dental coverage will cease the last day of the first full calendar month following the date of layoff or leave of absence.

6.04 Vision Hardware

- A) The Employer agrees to provide vision coverage under the self-insured vision plan for eligible employees, their spouses, domestic partners, and dependent children to age 19, or to age 23 if enrolled as a student in an accredited school, college, or university. If as a result of increased experience rating the parties experience a negative balance in the Vision Plan fund, the parties agree to meet and negotiate the effect of those costs.

- B) Coverage is to begin the first day of the month following the most recent date of hire.
- C) In the event of termination of employment, retirement, layoff or leave of absence approved by the Employer, vision coverage will cease the last day of the first full calendar month following the date of layoff or leave of absence.

6.05 **Industrial Insurance and Medical Aid.** The Employer will maintain coverage under a state approved program, administered by the State Department of Labor & Industries. The Employer shall implement and maintain a current safety program inclusive of regular tool box meetings for maintenance staff.

6.06 **Pensions.** The Employer agrees to maintain membership in the Washington State Public Employees Retirement System during the term of this contract.

6.07 **Life Insurance**

- A) The Employer will maintain \$50,000.00 or 1X salary (whichever is greater) Group Life 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.
- B) Life insurance coverage begins the first day of the month following the first full calendar month of continuous employment.
- C) In the event of termination of employment, retirement, layoff or leave of absence approved by the Employer, life insurance coverage will cease the last day of the first full calendar month following the date of layoff or leave of absence.

6.08 **Disability Insurance**

- A) The Employer will continue to cover eligible employees under this contract with Disability Insurance as now covered under Group Policy with the Lincoln Financial Insurance Company or equivalent. Provisions of this Group Policy will apply as written. Any change in provisions or premium rates for the present Group Policy must be mutually acceptable to the parties of this Agreement.
- B) Disability insurance coverage begins on the first day of the calendar month following the first full calendar month of continuous employment.
- C) In the event of termination of employment, retirement, layoff or leave of absence approved by Employer, Disability Insurance Coverage will cease the last day of the first full calendar month following the date of layoff or leave of absence.

6.09 **Paid Time Off (PTO)**

- A) 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:

<u>ANNIVERSARY YEAR</u> <u>ACCRUAL</u>	<u>MONTHLY</u> <u>ACCRUAL</u>	<u>ANNUAL</u> <u>ACCRUAL</u>
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

- B) 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.
- C) Eligible employees may take accrued PTO after it is accrued.
- D) An employee cannot waive their PTO and draw PTO pay in addition to regular pay while on duty.
- E) Any employee who is separated from the employment of the Employer shall be compensated for any accrued but unused PTO time at their regular rate of pay at the time of separation up to the maximum number of total hours permitted for accrual as provided above.
- F) 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.
- G) Whenever possible, PTO leave requests should be made at least 30 days in advance but in no case shall they be made less than 14 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.

- H) Compensable hours under the terms of this section will be counted as hours worked for the purpose of computing PTO pay.
- I) Short-term disability 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.) Effective January 1, 2021, with the implementation of benefits under the Washington Paid Family and Medical Leave, each employee hired prior to 5/1/2011 will retain their current short-term disability bank. Employees hired after 5/1/2011 and before 1/1/2021, will have their short –term disability bank reduced by 50% on 12/31/2020. Employees hired on or after 1/1/2021 will not be entitled to a short-term disability bank as described herein.

6.10 **Boot Allowance.** Employees shall be reimbursed an annual boot allowance of up to \$150 for the purchase of pre-approved work boots or work appropriate apparel that will be worn as part of the uniform. Work boots should be slip resistant and have puncture resistant soles. If the allowance is not used, employees may carry over the boot allowance to the following year to a maximum of three years or \$450. The employee shall produce a detailed sales receipt for the purchase of the boots in order to be reimbursed.

6.11 **Rest Periods.** The Employer agrees to provide each employee a rest period of fifteen (15) minutes each half shift. Such breaks shall be taken in the most efficient location including the location where the work is being conducted. The Employer will endeavor to provide sufficient break room facilities wherever possible.

6.12 **Safety.** The Employer shall implement and maintain a current safety program as set forth by the Washington State Department of Labor and Industries, inclusive of regular “tool box” meetings for maintenance staff.

6.13 **Funeral Leave**

- A) When an immediate family member dies, an employee may be granted three (3) days off with pay for the purpose of attending to funeral needs. When arrangements necessitate, additional PTO days may be used for funeral leave. Employees are required to make a written request to the Human Resources Office during regular office hours prior to the funeral.
- B) The Port interprets "members of an employee's immediate family" to be the employee's spouse, domestic partner parent, siblings, children, parents in law, and grandparents.
- C) Compensable hours under the terms of this section will be counted as hours worked for the purpose of computing vacation, PTO, and holiday pay, and will be counted as hours worked for the purpose of computing weekly overtime.

- 6.14 **Benefits Review Board.** The Union may elect a spokesperson from among its I.L.W.U., Local 7, Maintenance Union to serve on a Benefits Review Board ("Board") upon fifteen (15) days of notice from the Employer advising that it desires to convene such a Board. The review Board will be to meet and discuss various means of maximizing the Employer's benefit coverage, as outlined in Article 6 HEALTH, WELFARE, AND OTHER EMPLOYEE BENEFITS of this Agreement, while minimizing increases in benefits costs to the Employer and the Union for the duration of Agreement. This committee is advisory only, and does not negate the obligation of the parties to negotiate changes to benefits coverage.

ARTICLE 7 OTHER LEAVE CATEGORIES

- 7.01 **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.
- 7.02 **Washington Paid Family and Medical Leave**
Eligible employees are covered by Washington's Paid Family and Medical Leave Program under RCW 50A. Eligibility for leave, premiums, and benefits are established by Washington law and are therefore independent of this Agreement. Compensation received from this state program will not be counted as hours worked for the purpose of computing leave accruals or overtime.

ARTICLE 8 STRIKES, LOCKOUTS, AND WORK STOPPAGES

- 8.01 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 9 GRIEVANCES

- 9.01 **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. The Union shall have the right to select a shop steward from among employees in the bargaining unit, who may represent employees in the presentation and settlement of grievances at Step 1 and thereafter of the Grievance Procedure.
- 9.02 **Grievance Procedure**
- A) Employer Grievances. Grievances by the Employer may be initiated not later than five days after the event giving rise to the grievance, or five days after the Employer should have reasonably learned of the event giving rise to the

grievance, whichever is later, by submitting a written grievance to the Union. The grievance may be appealed to arbitration by written notice served on the Union within ten calendar days after receipt of the written answer from the Union.

- B) Union Grievances. Grievances by the union may be initiated as follows. However, if the immediate supervisor or Department Manager is the subject of the grievance, the union must submit the grievance to the next higher staff person at Step 1. If the Division Head is the subject of the grievance, the union must submit the grievance to the Director of Human Resources at step 3. No steps may be skipped in the grievance procedure.

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 union should reasonably have learned of the event giving rise to the grievance, whichever is later, the shop steward and/or their designee and one LRC member, must specifically state that step 1 of a grievance process is being initiated, identify the provision of the Agreement alleged to be violated, and discuss with the aggrieved employee's immediate supervisor. The immediate supervisor shall orally respond to the shop steward not later than ten (10) work days thereafter.

Step 2 - Written Grievance to Department Manager. If the grievance is not settled at Step 1, the union, not later than ten (10) work days after receiving the oral response from the supervisor, must submit a written grievance to their department manager. The department manager shall give their written answer to the grievance within ten (10) 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 union, 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.

- 9.03 **Written Presentation.** All grievances presented at Step 2 of the grievance procedure of this Agreement shall set forth: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the names of the aggrieved employees; and 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.

- 9.04 **Time Limitations.** The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted unless it is submitted or appealed within the time limit set forth in Section 9.02 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 9.02 of this Agreement, the grievance shall automatically proceed to the next Step. However, time limitations at Step 2 and 3 may be extended by mutual consent of both parties to facilitate joint meetings to aid in the resolution of the grievance.

- 9.05 **Arbitration.** Any grievance, as defined in Section 9.01 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 6 consecutive months of seniority credit in the bargaining unit. The failure to appeal a grievance to arbitration in accordance Section 9 of this Agreement shall constitute a waiver of the right to appeal to arbitration, and the last written answer of the grievance procedure shall be final and binding on the aggrieved employee, the Employer, and the Union.
- 9.06 **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 five (5) 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.
- 9.07 **Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator and their 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. He 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 he 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 their jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer.
- 9.08 Nothing in Article 9.07 shall prohibit the parties from executing a mutual written agreement to allow the arbitrator to receive evidence relating to the substantive merits of the grievance *pending* a final ruling on the procedural issues. However, absent mutual written agreement, the arbitrator's jurisdiction shall be in accordance with Article 9.07.
- 9.09 **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.

ARTICLE 10 SAVINGS CLAUSE

- 10.01 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 11 RATES OF PAY

- 11.01 The rates shall be effective on January 1 of each year of this contract.

Classification	Grade	2024 (15%)	2025 (3%)	2026 (3%)
Maintenance Technician	7	\$47.24	\$48.66	\$50.12
	6	\$42.24	\$43.51	\$44.81
	5	\$39.77	\$40.96	\$42.19
	4	\$36.52	\$37.62	\$38.75
	3	\$33.28	\$34.28	\$35.31
	2	\$31.42	\$32.36	\$33.33
	1	\$28.55	\$29.41	\$30.29

Employees who are in Grade 7 at the ratification of the contract in 2007 will maintain the title of Electrician Grade 7, Mechanic Grade 7, and Facilities Grade 7. Employees who reach Grade 7 after the ratification of the contract in 2007 shall earn the title Maintenance Technician Grade 7.

- 11.02 **Longevity Pay.** The employer shall provide longevity incentive pay to employees classified as Maintenance Technician 2 through 7 as noted below for continuous service:

After completion of 5 years of service 1.0% of base pay
After completion of 10 years of service 1.5% of base pay
After completion of 15 years of service 2.0% of base pay
After completion of 20 years of service 2.5% of base pay
After completion of 25 years of service 3.0% of base pay
After completion of 30 years of service 3.5% of base pay

ARTICLE 12 CLASSIFICATIONS

- 12.01 There shall be one classification with grades 1 through 7. This classification shall be "Maintenance Technician."
- 12.02 For purposes of encouraging joint discussion and input on certain matters related to Article 12 Classifications; Article 13 Advancement; and Article 14 Skill Demotions, the parties shall establish a Classification Board to meet and discuss employee classification and placement matters. Participation in this joint discussion group does

not negate the obligation of the parties to negotiate in accordance with RCW 41.56. The Classification Board shall consist of a Union Shop Steward or their designee, the Maintenance Manager, and the Division Director or their designee.

- 12.03 The Employer reserves the right to redesignate employees from one grade to a higher grade as deemed needed by the Employer.
- 12.04 The Employer shall establish the number of employees needed in each grade. No employee shall have the right to move from one grade to another, except as provided for in Article 14 SKILLS DEMOTION, or as approved by the Employer as in Article 12 CLASSIFICATIONS, and 13 ADVANCEMENT. The Union shall have the opportunity to provide input to the Employer regarding staffing levels.
- 12.05 The Employer agrees to limit the ratio of grade 1 – 6 bargaining unit employees to grade 7 bargaining unit employees to a maximum of 2:1 provided the number of employees in the bargaining unit does not exceed 18. The employer will not be required to add a seventh Level 7 employee until the bargaining unit reaches 21 employees.
- 12.06 Employees who believe they have been working above their current level a majority of their time (greater than 50% of the week) for more than one year, may petition the Classification Board for advancement. All decision of the Board will be provided in writing and not subject to the grievance process.

ARTICLE 13 ADVANCEMENT

- 13.01 An employee may advance to the next higher grade provided the following criteria are met:
 - A) The Employer has a need for a higher level employee;
 - B) The employee being considered for an upgrade desires to move into the higher grade;
 - C) The employee being considered receives a satisfactory review by a majority of the board and the board has determined the employee possesses the required ability to perform the duties of the higher grade; and
 - D) The employee agrees to accept the current straight time rate for the higher grade.
- 13.02 With the consent of the Employer, an employee within a skilled trade grade shall be permitted to move into a lower grade than that held by the employee. Any employee who requests to be moved into any grade as provided herein shall receive the current straight time pay for the grade requested. The Employer shall have the right to deny a request to move into a lower grade for any reason deemed appropriate by the Employer.
- 13.03 In the event the Employer shall determine that it has a need for the employment of one or more working foremen, then the Employer shall designate one or more Maintenance

Technicians as working foremen. The position of a working foreman shall not constitute a separate grade or classification. This position shall be paid five percent (5%) above the employee's current rate as a differential pay. The employer reserves the right to determine the number of Maintenance Technicians who may perform the duties of a working foreman except that the Employer agrees to designate at least one working foreman. A Maintenance Technician who is designated as a working foreman shall serve in that position at the discretion of the Employer and if the Employer for any reason shall remove the working foreman from that position, then the differential pay for that Maintenance Technician shall terminate. A working foreman shall perform other additional duties as assigned by the Employer. The differential pay described in this clause shall be paid for hours actually worked.

- 13.04 In the event a Maintenance Technician in Level 1 through Level 4 is leading the work of three (3) or more seasonal employees, the employee will receive 2.5% above the employee's current rate as differential pay. The differential pay described in this clause shall be paid for hours actually worked.
- 13.05 In the event an employee is assigned as a working foreman pursuant to Article 13.03, and that working foreman is absent for one full shift or more, the Employer shall assign the most senior qualified employee to assume the duties of the working foreman provided there is a crew to lead. In the event there is no crew to lead, management has the discretion to authorize the working foreman differential based on assigned duties.

ARTICLE 14 SKILL DEMOTIONS

- 14.01 The Employer shall have the right to consider whether or not an employee who is employed in a classification should, due to ineffective performance, skills or potential for effective employment, be considered for reduction to a lesser grade. Questions regarding an employee's skills, performance and potential for advancement shall be reviewed by the Classification Board. After consideration of all aspects of the employee's skills, performance and potential for advancement, the Classification Board shall determine whether or not the employee shall remain in their present grade. If a majority of the Classification Board determines that the employee is not performing adequately at their grade level, then the employee may be employed in a lower grade. If an employee is reduced in grade, that employee shall be paid the straight time rate for the grade in which the employee is placed. That rate of pay shall continue until such time as there is an opening in a higher grade, and, the employee has demonstrated the aptitude to advance to the satisfaction of the Classification Board.
- 14.02 It is the intent of the parties that this demotion procedure is one which may be initiated by the Employer in a particular case in lieu of termination. The Employer envisions initiating this procedure in a case where the Employer believes that the employee may be of benefit to the employer if working in a lower grade. Use of this option shall not be considered as the establishment of a policy or precedent in other cases.
- 14.03 Nothing in this Article shall be interpreted as requiring the Employer to initiate the skill demotion procedure prior to termination.

- 14.04 Nothing in this Article or agreement shall be construed as limiting the authority of the Employer to reduce the size of its work force provided such reduction is consistent with Article 2.

ARTICLE 15 VACANCIES

- 15.01 In the event there shall be a vacancy in a higher grade, the Employer shall consider the most qualified employee to fill the position, provided the employee meets the minimum qualifications for the position. If the employee rejects the position, then the Employer shall have the right to employ any person, whether employed by the Employer or not, to fill the position. Nothing herein shall prohibit the employer from considering the next most qualified employee before considering an external candidate. In the event a qualified employee accepts the position, that employee shall be advanced into the vacant grade. In the event the employee fails to perform the duties of the higher grade, the Employer shall have the right to exercise a *skill demotion* pursuant to Article 14 and employ any person whether then employed by the Employer or not to fill the position.

ARTICLE 16 SCOPE

- 16.01 The parties agree that the Employer retains the right to utilize non I.L.W.U. 7 employees to perform custodial/janitorial and groundskeeping functions at both the Bellingham Cruise Terminal and Bellingham International Airport. This agreement shall not affect any existing or future contracts with third parties who are or may perform custodial/janitorial or groundskeeping work for the Employer on or at any Port facilities and properties. The Employer shall have the right to assign work to Union employees at these properties or sites as deemed necessary by the Employer. By performing such duties as may be required by the Employer, the Union shall not have the right, nor be considered to have acquired any right, to continue to perform that work in the future.
- 16.02 Should any word, portion, sentence, clause or paragraph of this agreement be held to be void, invalid or unenforceable by competent final authority in the future, such a ruling shall in no way affect the remaining provisions hereof.
- 16.03 The Employer will assign Maintenance work at the airport facility to bargaining unit employees where such work is customarily performed elsewhere with the Port by Local 7.

ARTICLE 17 JOB DESCRIPTIONS & QUALIFICATIONS

- 17.01 In order to create a work environment in which employees clearly understand the various types of skills, qualifications, and responsibilities associated with the different Maintenance Technician levels, we agree to work cooperatively in developing job description and advancement criteria. The Classification Board as defined in Article 12.02 will have the final decision on approving the job descriptions and advancement criteria. The Director of Human Resources will facilitate the discussions with the Classification Board, but not have voting authority. It is understood by all parties that

the content and format of the job descriptions may be subject to negotiations in accordance with RCW 41.56.

ARTICLE 18 DRUG FREE WORKPLACE PROGRAM

- 18.01 The parties recognize that the Port of Bellingham is a drug and alcohol-free work place. The Employer, the Union and the employees desire to cooperate in insuring that the work place remains drug and alcohol free.

ARTICLE 19 UNION SECURITY

- 19.01 **Assessment – Exception.** The Port and Union agree it is not a condition of employment to be a member of the Union based upon the ruling of the United States Supreme Court in Janus v. AFSCME in 2018. Employees desiring to become, and/or remain, 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, those who choose to “opt out” of Union membership shall advise the Port in the same manner.
- 19.02 **Payroll Deductions.** The Port 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 Port 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.
- 19.03 **Hold Harmless.** The Union shall indemnify, defend, and hold harmless the Employer against any and all claims, demands, suits or other forms of liability and for all legal costs that shall arise out of or by reason of action taken or not taken by the Port in complying with the provisions of this Article and as provided for in RCW 41.04.230.

ARTICLE 20 MANAGEMENT RIGHTS

- 20.01 The Management of the Port and the direction of the work 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.
- 20.02 The reservation by the Port of those rights concerned with the management and operation of the Port, 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, promote, demote, supervise, train, transfer with cause, retain, and/or lay off employees;
 - to establish qualifications for employment and evaluate employees;
 - to demote, discipline or discharge employees 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 implement new and to revise or discard procedures, methods, standards materials, equipment and facilities by which the Port's activities shall be undertaken and accomplished;
 - to request overtime, and establish and control the Port's budget;
 - to determine the location of the Port's facilities;
 - to schedule training as needed;
 - to establish and modify organizational structure; and
- A) The foregoing express enumeration of rights and functions reserved to management shall not be deemed to preclude the Port'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 Port shall be without further collective bargaining.
- B) The Port's failure to exercise any right, prerogative, or function hereby reserved to it, or the Port's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Port'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) Except in the case of an emergency, the Employer will give the union at least 14 days' notice before adopting or changing any rule, policy, or practice having a significant impact upon the wages, hours, or working conditions of one or more members of the bargaining unit. If the Union requests to bargain such a change, the Employer and the Union will bargain in good faith to the extent required by law.
- D) The Employer will not contract to any other employer any work which is customarily performed by employees in this bargaining unit if, at the time the work is to be subcontracted bargaining unit employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work, but it is recognized by both parties to this Agreement that in periods of breakdown or emergency, other means will be utilized for the purpose of maintaining continuous operations and not as means of circumventing the intent of this Agreement. Examples of work that may be subcontracted are: (1) situations in which bargaining unit employees are not available who are qualified to perform the work; (2) the Port does not own the equipment necessary to perform the work or such equipment is not currently available; (3) the subcontracting involves the installation, repair, or maintenance of equipment or machinery covered by a warranty; and (4) the production schedule for completion of the work could not reasonably be met utilizing bargaining unit employees.

ARTICLE 21

EFFECTIVE DATE AND DURATION OF AGREEMENT

- 21.01 This Agreement, effective January 1, 2024, shall remain in full force and effect through December 31, 2026. All terms shall be deemed renewed each year thereafter unless either party shall give to the other at least ninety (90) days, but no more than one hundred twenty (120) days prior to the expiration date, notice, in writing, of any proposed changes or termination of this Agreement.
- 21.02 Notice of change or termination by either party shall contain in detail a statement of the section or sections to be amended and only such changes shall be considered by the conferees, unless mutually agreed upon.
- 21.03 If either party gives notice to the other, then within twenty (20) days of the service of said notice, representatives of the Employer and of the Union shall meet, exchange proposals, and negotiate in good faith concerning such changes without unnecessary delay.
- 21.04 Parties to this contract may, by written agreement, extend all provisions of the contract past an expiration date for the convenience of either party. Such extension will be for a specific period of time.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives, have set their hands and seals as of this 21st day of March, 2024.

**LONGSHORE AND
WAREHOUSE UNION,
LOCAL NO. 7 (MAINTENANCE)**

DocuSigned by:
BY Riley VanDettey
ES2A97C7F2EE4FF...
President

DocuSigned by:
BY Michael Eabel
D42ECD1AB76C49F...
Vice President

DocuSigned by:
BY Carolynn Carter
CB4D3CC3A92748A...
Secretary

PORT OF BELLINGHAM

DocuSigned by:
BY [Signature]
8BC706DAB18C41F...
Executive Director