

AGREEMENT BY AND BETWEEN

THE PORT OF BELLINGHAM

AND

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 106-PORT**

FOR 2022-2024



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ARTICLE 1. AGREEMENT

Section 1.1 Agreement

This Agreement is made and entered into by and between the Port of Bellingham, hereinafter referred to as the "Employer" and the International Association of Firefighters, Local 106-Port, hereinafter referred to as the "Union." It contains the entire agreement between the parties governing wages, hours, and working conditions, and has been reached as the result of collective bargaining, in accordance with the revised code of Washington (RCW) 41.56, and shall be in effect for the period stated herein.

Section 1.2 Purpose

The Purpose of this agreement is to set forth the understanding reached between the parties promoting and maintaining harmonious relations in the workplace, and to provide for equitable and peaceful adjustments of differences that may arise, and to establish agreed-upon standards for wages, hours, and other terms and conditions of employment.

Section 1.3 Recognition of Bargaining Unit

The Port hereby recognizes the Union as the exclusive bargaining representative of all regular full-time uniformed employees of the Port of Bellingham, Bellingham International Airport, employees performing fire fighting, rescue, and emergency medical services, as certified by the Public Employment Relations Commission (PERC).

Section 1.3.2 The following employees are not part of this bargaining unit:
managerial employees, professional employees, administrative personnel and their confidential assistants, and those within jurisdiction of other Unions.

Section 1.3.3 It is mutually understood that temporary help may be required during certain peak and/or emergency periods to insure the safe and efficient operation of the Airport. The Employer may, in order to cover those times, recruit and certify part-time employees who will work on a non-regular basis up to twenty-four (24) shifts during a calendar year exclusive of eight (8) training shifts per employee. The intent of this paragraph is not to circumvent the terms of this Agreement or preclude the reasonable overtime of employees. Such non-regular part-time employees will not be covered by this Agreement and will not be qualified for the same benefits as the regular employees.

ARTICLE 2. NON-DISCRIMINATION

The Port agrees not to discriminate against any employee for exercising their legal rights to organize and bargain collectively under the Public Employees Collective Bargaining Act (RCW Chapter 41.56). The Port and the Union agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, sex, race, color, religion, national origin, age, sexual orientation, or disability, provided that it does not interfere with bona fide occupational qualifications.

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees unless biologically unfeasible.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.1 Management Rights

The Port shall have the exclusive right to determine the source or sources of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicants.

Section 3.2 Continuous Airport Operations

It is recognized by both parties to this Agreement that the operation of the Airport, in large part, is governed by FAA and TSA regulations and the Employer is required to keep the Airport operational. Employees are deemed essential employees and may be mandatorily called into work to ensure continuity of Airport operations. Examples of emergencies include pandemics, major irregular aircraft operations, natural disasters, aircraft incidents, inclement weather, security incidents, any similar emergency to the above, or any emergency declared by County, State, or Federal Agencies.

Section 3.3 Management Functions

Any and all rights concerned with the management and operation of the Airport are exclusively the prerogatives of the Employer unless otherwise provided by the terms of this agreement. The Employer has the authority to adopt such rules for the operation of the Airport and the conduct of its employees, provided such rules are not in conflict with the provisions of the Agreement, FAA regulations, or applicable law. The Employer's rights may include, but are not limited to:

- A. To lay off employees for lack of work, funds, or other legitimate reasons.
- B. To suspend, demote or discharge employees for just cause.
- C. To discipline employees for just cause as set forth in Article 4.
- D. To determine, modify and change duties to be performed by employees in the various classifications. Pursuant to RCW 41.56, bargain with the Union any changes to wages, hours, or working conditions.
- E. To schedule working hours.
- F. To determine the number of personnel per shift and equipment staffing, including the number of paid personnel.
- G. To perform all other functions not otherwise expressly limited by this Agreement, FAA regulations, or applicable law and administrative regulations.
- H. To make, modify, and implement rules and regulations or policy and procedures.
- I. Reserves the right to designate classifications of the individual employees within the scope of this contract

Except as set forth herein, nothing in this Article shall be construed as a waiver by the Union of any of its rights to bargain on matters of wages, hours, or working conditions of employment.

Section 3.4 Protection of Rights

The Employer retains all rights mentioned above within the limits of and as limited by state and federal laws and regulations including, but not limited to, the collective bargaining laws of the State of Washington, FAA, and TSA regulations.

Section 3.5 Scope of Work

The Employer reserves the right to assign the duties described in this section and other duties.

The union employees perform the following duties at Bellingham International Airport, hereinafter designated as "Airport":

- A. Aircraft rescue & aircraft fire fighting
- B. Safety/security observation, enforcement, and reporting.
- C. Airport caretaking
- D. Airport self-inspection
- E. Airfield maintenance
- F. Operational documentation
- G. Aircraft parking
- H. Federal agency coordination
- I. Airline, tenant, user, and public relations and assistance
- J. Fee monitoring and reporting for general aviation and commercial services
- K. Hangar compliance checks
- L. FAR Part 139 and TSA inspections and documentation
- M. Access and Key control/terminal opening and closing
- N. Terminal monitoring, including systems and alarms
- O. FAR Part 139 training
- P. Snow removal to include airfield, parking lots and walkways, and other locations that do not infringe on any other bargaining unit's work
- Q. Passenger processing systems basic troubleshooting
- R. Baggage belt inspections and basic troubleshooting
- S. Light facility maintenance i.e. handyman work that does not infringe on any other bargaining unit's work
- T. Compliance with and enforcement of Airport Rules and Regulations and Minimum Standards
- U. Wildlife hazard management

Section 3.6 Management Approval Clause

Whenever in this Agreement it is provided that a matter is subject to the approval of management, such approval shall not be arbitrarily or capriciously withheld.

ARTICLE 4. DISCIPLINE

Section 4.1 Discipline

Employees may be disciplined as provided herein. The principles of just cause shall be applied to all levels of discipline.

Discipline should ordinarily be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance, and shall be appropriately based on the employee's prior record of service, length of service, the severity of the offense, and prior record of discipline. Disciplinary actions include verbal reprimand, written reprimand, suspension, demotion, and termination. In certain cases, the Port may also impose probation in conjunction with one of the foregoing disciplinary actions.

The parties recognize that certain conduct may be of such a serious nature that to it is necessary and appropriate to accelerate the progressive discipline approach. Conduct falling in this category, depending on its severity, may include, but shall not be limited to felony convictions, theft; intentionally damaging the property of others; fighting; violation of the Ports' harassment or discrimination policies; fraud; falsification of documents; insubordination; possession, use, or sale of alcohol or illegal drugs while on Port time or property, being under the influence of drugs or alcohol in said circumstances, or abandonment of position. In such cases, the Port may, therefore, omit any of the progressive discipline steps and proceed immediately to suspension, with pay, while the matter is investigated.

Section 4.2 Copies of Allegations

Prior to imposition of discipline other than verbal counseling, and upon the employee's request, the employee shall be provided a copy of the alleged violation and all relevant documents that the Port relied on in imposing discipline (except for those that are attorney-client privileged or covered by the attorney work product doctrine). The Port shall attempt to notify an employee of an investigation into potential misconduct unless the Port determines that such notification violates a need for confidentiality. The Port shall allow an employee the opportunity to give their side of the issue before imposing discipline.

Section 4.3 Union Representation

The employee, upon their request, shall have the right to have union representation present at any meeting held with the Port to discuss any action by the Port that could lead to or result in a potential disciplinary action (Weingarten Rights) before imposing discipline.

Section 4.4 Employee Inspection Rights

The employee shall have the right to inspect the full contents of their official personnel file maintained in the Port's Human Resource Office during normal business hours of the Port. The employee must arrange with the Director of Human Resources or their designee an appropriate time to review their personnel file. The Employee agrees that they shall not be permitted to review their personnel file unless a representative of the Port is present during the entire inspection period. The Port agrees that an Employee's personnel file is confidential and will not reveal the contents of that file to other Employees unless specific written instructions to do so are received from the applicable Employee.

Upon the request of the employee, they shall be provided with a copy of documents entered into their personnel file, which includes disciplinary actions. The employee may follow the grievance procedures outlined herein to challenge any document.

Section 4.5 Chain of Command

For all discipline, and non-discipline issues, the chain of command will be as follows:

- A. Airport Rescue Firefighter
- B. Airport Operations Managers
- C. Director of Aviation
- D. Port Executive Director

ARTICLE 5. GRIEVANCE PROCEDURE

Section 5.1 Definition

A grievance is any dispute between the Employer and the Union which may include the interpretation, application, or alleged violation of any specific terms or provisions of this agreement. Whenever possible, grievances should be settled on an informal basis with the employee's immediate supervisor, the employee, and the Union representative.

Section 5.2 Grievance Process

Step 1: The Union shall submit a Grievance in writing to the Director of Aviation or designee, within twenty (20) business days of the occurrence or twenty (20) business days from when the date at which the Grievant should have reasonably known of the occurrence whichever is later. A claim not submitted within a twenty (20) business days time period shall constitute a waiver of the grievance. The written grievance shall include the following information:

- A. The facts giving rise to the grievance;
- B. The provisions of the Agreement alleged to have been violated;
- C. The names of the aggrieved employees;
- D. The remedy sought.

Step 2: The Director of Aviation shall issue a written response including any dispute of fact within twenty (20) business days of receipt of the complaint. If a settlement is not reached, the Union may submit an appeal for the grievance to the Port's Executive Director for further consideration. Such appeal, including all the paperwork pertaining to the case, shall be submitted within twenty (20) business days of the receipt of the Director of Aviation's response.

Step 3: The Executive Director shall investigate the matter and issue a written response within twenty (20) business days of receipt of the grievance.

Step 4: If the grievance is not resolved at Step 3, then within fifteen (15) business days of written response, the Union shall notify the Employer in writing of their desire to file for grievance mediation.

The Union and Employer shall, within fifteen (15) business days of the request to mediate, meet for the purpose of selecting a mediator. If within fifteen (15) business days of the request to mediate, the parties cannot agree on the selection of a mediator, either party may request a mediator to be appointed by PERC.

If the grievance is not resolved within sixty (60) calendar days of the selection or appointment of a mediator, the grievant may, by written notification, move the grievance to arbitration by notifying the Employer in writing.

Step 5: Within fifteen (15) business days of notifying the Employer of its intent to arbitrate, the Union shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators from which the parties shall select a neutral arbitrator.

Within five (5) business days of receipt of the American Arbitration Association list, the Employer and the Union shall meet for the purpose of selecting the neutral arbitrator by way of the traditional striking method. Failure of either party to respond in a timely manner shall result in the other party unilaterally selecting one name from the American Arbitration Association list provided. Nothing herein shall prevent the parties from mutually agreeing to an arbitrator.

Section 5.3 Arbitration Authority

The arbitrator thus chosen shall hear both sides of the issue in a closed hearing and shall issue a decision that shall be final and binding on both parties. The arbitrator shall be limited to determining whether there has been a violation, misinterpretation, or improper allocation of the terms and conditions of this Agreement and the appropriate remedy. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement. The Arbitrators' decision shall be based solely on the record presented at the hearing.

Section 5.4 Arbitration Costs

Expenses and compensations for the arbitrator's services and the proceedings shall be shared equally by both parties; provided however, each party shall be completely responsible for all costs of preparing and presenting its own case. If either party desires a record of the proceedings, it shall solely bear the cost of such a record.

Section 5.5 Time Limitations

Time limits can be extended by mutual written agreement. If no response is received within the time period allowed from the Employer as required herein for any particular step, then the Union may advance the grievance to the next step. For the purposes of this article, business days are weekdays excluding Saturdays, Sundays, and Holidays. Failure to move the grievance to the next level in a timely manner that is specified in this Article shall constitute a waiver of the grievance.

Section 5.6 Continuation of Duty

All Employees, including the employee who has the complaint, unless this employee has been discharged, suspended, or laid off, will continue to perform their duties during the implementation of the grievance procedure.

ARTICLE 6. WORK STOPPAGE

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, slowdown, sick-out, 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. Employee shall not participate in any secondary boycotts or strikes.

ARTICLE 7. SENIORITY

Section 7.1 Determining Seniority

Seniority shall be determined by continuous service with the Port from date of hire. Resignation, discharge, suspension, or retirement shall constitute a break of continuous service.

Section 7.2 Breaks in Service

During any period where an employee is on an authorized leave-of-absence without pay, suspension, or on layoff status, seniority shall not accrue, except where such accrual is required by law. Upon returning to work after any such layoff or leave, the employee shall be granted the level of seniority previously accrued in the job classification to which they return, except as required by law.

Section 7.3 Ranking

Employees with the same hire date shall be assigned to the seniority list in the order of their accepted offer in the hiring process.

Section 7.4 Seniority List

The Port shall provide the Union, annually, a seniority list as recognized by the Port. Such list shall be submitted to the Union by December 31 of each calendar year. The Union will review the submitted list, recommend any changes as necessary, and then confirm the list for the following calendar year.

ARTICLE 8. JOB VACANCIES

Section 8.1 Vacancy Posting

The Port shall notify the Union in writing whenever a regular Union job vacancy occurs.

Section 8.2 Filling of Vacancies

The Employer reserves the right to select employees for ARFF II / ARFF III without regard to longevity and from any source, including outside the Port and/or the bargaining unit. The Port shall not arbitrarily or capriciously exercise this right.

Section 8.3 Job Descriptions

The Union, upon request, will be provided with a copy of the "job description" for any existing or new opening within the Port covered under this agreement.

ARTICLE 9. REDUCTION IN FORCE

Section 9.1 Reduction in Force

In the event the Employer decides to reduce the number of employees, the employee with the least seniority shall be laid off, or reduced in rank first, provided the remaining employees meet FAA standards. No new employees shall be hired until the laid-off employees have been given the opportunity to return to work. Employees laid off shall be responsible for providing up-to-date contact information.

Section 9.2 Reinstatement

If the Employer decides to fill a vacancy while employees are on a layoff status, such employees shall be recalled in the reverse order of seniority. The reinstatement list shall be good for twelve (12) months and failure to notify the Employer of his/her intent to return to work within seven (7) days after delivery or attempted delivery of a certified letter mailed to the last known address will result in being removed from the recall list.

ARTICLE 10. RETURN TO DUTY

Section 10.1 Return to Duty from Layoff

In the event of a call to return to duty, the last employee laid off shall be the first employee recalled. New employees shall not be hired until all laid-off employees have been given an opportunity to return to duty. Should the Employer be unable to notify an employee for return to duty, the employee will be considered to be terminated from employment with the Employer.

Section 10.1.1 The Director of Aviation or designee may require employees returning to duty from layoff to successfully pass all 'pre-employment' checks which may include a background check, I-9 compliance, and employee motor vehicle driving record to ensure compliance with Employer's policy and insurance requirements.

Section 10.1.2 Employees returning from layoff who fail any of the return to work requirements or who have incurred a driving offense that precludes compliance with the Employer's policies and insurance requirements, may not qualify for employment and therefore shall be considered terminated.

Section 10.2 Return from Extended Sick or Disability Leave

Prior to returning from extended sick or disability leave, the Employer may require a certification of fitness for duty from the employee's treating physician. ("Return to work certification").

Section 10.2.1 The Director of Aviation or designee may accept the proper "Return to Work" documentation as defined by Employer Policy, and certified by the employee's attending physician.

Section 10.2.2 The Employer at their expense may refer the employee to another physician of the Employer's choosing for evaluation of fitness to return to duty. Such physical examination by the Employer's physician shall be limited to the employee's fitness for duty.

Section 10.2.3 In the event the physician's opinions differ, the physician appointed by the Employer will document the basis for the difference in opinion and, if applicable, recommend a plan for the employee's return to work.

Section 10.3.4 In the event of a continuing dispute, the issue may be submitted to mediation, then arbitration.

ARTICLE 11. WORK SCHEDULE

Section 11.1 Schedule of Work Days

The Employer reserves the right to schedule the hours of work and the shifts in accordance with the terms of this Agreement.

Section 11.2 Work Week Definition

The Work week begins at 0001 hours on Sunday and ends at 0000 hours on the following Saturday. In the event of a change in the workweek, employees will be given written notification by the Director of Aviation or designee.

Section 11.3 Employee Work Schedule

All Full-time employees shall be regularly scheduled to work twelve (12) continuous hours per shift. Shifts shall be consecutive. The shift schedule will consist of three (3) twelve (12) hour shifts and one four (4) hour shift for a total of forty (40) hours per week. The Twelve (12) hour shifts will run from 0900 until 2100 for day shift and 2100 to 0900 for night shift. The four (4) hour shift will from 0900 until 1300 for day shift and 2100 to 0100 for night shift. Employees will be provided thirty (30) days' notice of change. In the event the Port increases the number of full-time ARFF employees on staff, the Port Management shall open this article in the contract to discuss work schedules provided other alternative costs are neutral.

Section 11.4 Rotating Shift Schedule

The rotating shift schedule will be made available to employees and posted in the ARFF station or other mutually agreeable means. In October of each year, the Union will coordinate a bidding process for the following year which will include no more than one ARFF III on each shift. The bidding Process will be completed by November 1st and management will post the new schedule in December for the Schedule that will begin in January.

Section 11.5 Continuous Shifts

Mandatory shift assignments will limit employees to working six (6) consecutive shifts with the exception of periods during which shifts are rotated and exclusive of employee voluntary shift exchanges. Employees shall not be forced into working more than 16 hours consecutively, without an eight (8) hour break, unless in a state of emergency as defined in Section 3.2.

Section 11.6 Four-Hour Shift Utilization

Employees on their four (4) hour shift will be first utilized for time off replacement, or in emergencies as defined in Article 3.

Section 11.7 Mandatory Shifts

Mandatory shift assignments will be assigned based on the available employee and will be managed by the ARFF employees. The assignment of mandatory shifts shall be based on a ranking of the total year-to-date overtime, with the employee with the least amount of overtime hours worked ranked first. If the Union notifies the Port of its desire to change the method of assigning mandatory shifts, the parties shall meet within thirty (30) days to negotiate in good faith over a mutually agreeable new method. ARFF employees are authorized to assign overtime when the absence is caused by little or no notice. The ARFF employee making the assignment will notify the on Duty Airport Operations Manager of the assignment.

Section 11.8 Limitations on Consecutive Work Days

Nothing shall prohibit employees from volunteering to work more than six (6) consecutive shifts, or 16 hours in a twenty-four (24) hour period, see Section 11.5

Section 11.9 Shift Assignments

The Employer shall maintain individual shift assignments for a continuous twelve (12) month period. Section 11.9 is not intended to be in conflict with Section 11.1.

Section 11.10 Temporary Shifts

Temporary shift assignment changes may be made by the Employer to fill an employee absence or while filling position vacancies of more than three (3) days or in the case of an emergency or operational need. In the event of such temporary shift assignments, employee shall be given seventy-two (72) hours written notice of the temporary shift assignment, unless the affected employee agrees to shorter notice. Written notice shall include the reason for the temporary reassignment and the dates of assignment. Employees shall maintain their shift differential during temporary assignments.

Section 11.11 Change in Schedule

In the event the needs of the airport change and the current schedule no longer works, the Port and the Union will meet and negotiate the economic impact of the change. The Port will give the Union a sixty (60) day notice before the new shift schedule is implemented.

Section 11.12 Meal and Rest Breaks

All employees shall be entitled to a one-hour meal break for every regularly scheduled shift over ten and one-half hours (10.5) hours. In addition, employees shall be entitled to one (1) fifteen (15) minute rest break for each four (4) hours worked during their shift. The Employees shall remain on the Airport during the breaks, unless they receive permission from their supervisor, and shall be available to respond to emergency calls or operational issues during the meal break and rest period(s). Employees shall be paid during these periods and should an emergency response or operational issue occur, shall be allowed to make up the meal/rest time lost. While on meal/rest periods, employees are allowed, but not limited to, eat, rest and exercise. Meal and rest breaks should be taken away from the airport operations control room.

Section 11.13 Minimum Staffing

Staffing levels shall, at a minimum, comply with the FAA requirements that are applicable to the Port of Bellingham.

ARTICLE 12. LIGHT DUTY

Section 12.1 Light Duty

When an Employee is unable to perform regular duties due to job-related injury or illness, and the Employee is receiving the Employer supplement as outlined in RCW 41.04.520, the Employee may be required to perform light-duty tasks within the confines of their job description at the Airport, subject to the approval of the treating physician.

Section 12.2 Non-Related Work Injury

When an Employee is unable to perform regular duties due to non-job-related injury or illness and appropriate alternative work, as defined by the Director of Aviation or designee, is available, the Employee may request assignment to light duty tasks within the confines of their job description at the Airport. Limited duty assignments shall be subject to availability of work and will be contingent upon the employee's physical condition and the attending physician's recommendations.

Section 12.3 Light Duty Work Schedule

The Director of Aviation or designee will set the light-duty schedule. The limit of time an employee may be assigned to light duty due to injuries covered in this Article shall be determined by applicable statutes or at discretion of the Director of Aviation or designee, whichever is longer.

Section 12.4 Light Duty Compensation

Employees on light duty shall remain at the same rate of pay and be given all step increases, incentives, and accrual rates afforded to them per this contract.

ARTICLE 13. OVERTIME PAY

Section 13.1 Overtime Definition

The Overtime Rate of one and one-half (1 ½) the straight-time regular 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 a scheduled shift in any one daily period, and for all work performed on the individual's regular scheduled days off. The double-time rate of two (2) times the straight regular rate shall apply to all overtime hours worked over twenty (20) in a seven (7) day work week. No overtime shall be worked or paid without the proper authorization of the Director of Aviation or designee except when ARFF employees need to assign mandatory overtime due to a last-minute call-in or no-show. There shall be no duplication or pyramiding of overtime or double-time.

Section 13.2 Emergency Call Back

In the event of an emergency call back, employees will be paid at their overtime rate of pay from the time they arrive at the ARFF station until they are released. There will be a minimum of four (4) hours paid to employees arriving for the callback. Employee must arrive within forty-five (45) minutes of the notification to be considered for the callback.

Section 13.3 Minimum Call Outs

When an employee is called back to work after completion of their regular shift, said employee will be paid a minimum of two (2) hours at the applicable rate, or the actual time worked if over two (2) hours. Exception: twelve (12) monthly staff meetings, which may include training, etc. can be scheduled each year, paid at the applicable rate, with a minimum of two (2) hours pay.

Section 13.4 Call Outs to Work-Non-Scheduled Shifts

Preassigned work on a non-scheduled shift and committee meeting attendance are not considered a call out and employees will receive pay for the actual hours worked at the applicable rate. Employees shall be paid at the overtime rate for all hours worked outside their regularly scheduled shifts, unless a shift is temporarily re-assigned under Section 11.1.

ARTICLE 14. PTO

Section 14.1 Rate of Accrual

Regular full-time employees shall accrue vacation hours according to the table below:

Anniversary Year Accrual	Monthly Accrual
Years 1-4	12.01 Hours
Years 5	15.34 Hours
Years 6	16.01 Hours
Years 7	16.67 Hours
Years 8	17.34 Hours
Years 9	18.01 Hours
Years 10	18.67 Hours
Years 11	19.34 Hours
Years 12	20.01 Hours
Years 13	20.67 Hours
Years 14	21.34 Hours
Years 15+	22.01 Hours

Section 14.2 Maximum Accrual

PTO may be accumulated to a maximum of 520 hours at the end of a calendar year (December 31).

Section 14.3 PTO Usage

Employees shall be eligible to take accrued PTO after it is accrued.

Section 14.4 PTO Forfeiture

Any PTO which would accrue under the above formulas but is in excess of the maximum hours stated on December 31st of any year shall be forfeited.

Section 14.5 Working on a PTO Day

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

Section 14.6 PTO at Separation

Any employee who is separated from the employment of the Employer shall be compensated for any accrued but unused PTO 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.

Section 14.7 Scheduling PTO

Whenever possible, PTO shall be scheduled at a time requested by the employee subject to approval by the Director of Aviation or designee at least fourteen (14) days in advance. Employer shall answer any such request within seven (7) days of the receipt of said request. Nothing herein shall preclude the Director of Aviation or designee from approving PTO on no notice if the Director of Aviation or designee in their sole discretion determines that work needs and requirements will so allow.

Section 14.8 Calling Out Sick

For unanticipated or emergent issues, such as the illness of the employee or illness of a family member of the employee as defined in RCW 49.12.265 et. Seq, PTO must be requested as soon as possible, but at least two (2) hours prior to the start of the employee's shift. Employees may need to work mandatory overtime to cover the emergency use of PTO until shift replacement reports to duty. Justification: FAA & TSA regulations require a certain number of people staffing the airport to remain open.

Section 14.9 PTO Denial

Reasons for denial of PTO requests shall, if requested by an employee, be in writing. The Employee agrees that it will not revoke the PTO request once the PTO request has been approved except in the event of an emergency. The Employer shall not arbitrarily or capriciously exercise this right.

Section 14.10 Retirement Credits

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 (1/2) of their PTO hours above the 240 into a special category entitled "retirement PTO credits." Said election of PTO hours shall take place each year in the month of December. Prior to retirement, the employee who has elected to place a portion of his/her PTO credits into this account shall be permitted to take retirement

PTO prior to the effective retirement date. The length of such PTO 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. Should the Employee exhaust their PTO Account as well as the Short-Term Disability Bank, Paid Sick and Safe Leave, and Washington Paid Family and Medical Leave (effective 1/1/2020) for long-term sickness or injury the Port shall open the Employees Retirement PTO account for usage.

Section 14.11 Compensable Hours

Compensable hours under the terms of this article will be counted as hours worked for the purpose of computing PTO pay and will not be counted as hours worked for the purpose of calculating overtime.

Section 14.12 New Hire Short-Term Bank

Upon hire, a short-term disability bank will be set up for each regular full-time employee with a one-time deposit of 480 hours. The bank can be accessed after an employee has been absent for five (5) consecutive workdays 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, 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 01/01/2020 was reduced by 50%. Employees hired on or after 01/01/2020 will not be entitled to a short-term disability bank.

ARTICLE 15. HOLIDAY AND HOLIDAY PAY

Section 15.1 Designated Holidays

The following shall be designated as the eleven (11) paid holidays. All employees, regardless of whether they work on the holiday or not, shall be paid holiday pay

New Year's Day	January 1st
Martin Luther King Jr.'s Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25th

Section 15.2 Holiday Rate of Pay

If any work is performed by employees on the day of the paid holiday the overtime rate shall be paid for the hours worked.

Section 15.3 Holiday PTO

If a holiday occurs during an employee's PTO, the day off will be recognized as a holiday instead of PTO.

Section 15.4 Holiday Pay

Pay at the straight-time rate for eight (8) hours for full-time employees.

ARTICLE 16. SAFETY

Section 16.1 Definition

The Employer shall provide a safe working condition and equipment and the Employer and each employee shall comply with all applicable State and Federal safety standards.

ARTICLE 17. BEREAVEMENT

Section 17.1 Time Off

In the event of a death of an immediate family member, the employee may be granted up to three (3) days off not to exceed twenty-four (24) hours, with pay, for the purposes of attending to funeral needs. When arrangements necessitate, PTO may be used for additional time off for bereavement leave. The employee is required to make a written request for bereavement leave to Human Resources during regular office hours prior to the funeral.

Section 17.2 Immediate Family

The term "members of an employee's immediate family" to be the employee's parents, spouse, domestic partner, brother, sister, child, grandchild, father-in-law, mother-in-law, step-children, step-parents, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparents.

Section 17.3 Compensable Hours

Compensable hours under the terms of this section will be counted as hours worked for the purpose of computing PTO and holiday pay, and will be counted as hours worked for the purpose of computing weekly overtime.

ARTICLE 18. SICK LEAVE

Section 18.1 Washington State Sick 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, refer to the Employee Handbook.

Section 18.2 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 1st, 2020 is established by Washington Law and is therefore independent of this Agreement. Premiums for benefits are established by law and will begin on January 1st, 2019. Accordingly, premiums for employees will be reflective of the current premiums under RCW 50A.10.030 (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with the medical leave benefits as determined under RCW 50A.04.115. The Employer will pay the remaining premium amounts.

Section 18.3 Compensable Hours

Compensable hours under the terms of this article will not be counted as hours worked for the purpose of computing PTO pay and will not be counted as hours worked for the purposes of calculating overtime.

ARTICLE 19. UNIFORMS AND SAFETY CLOTHING

Section 19.1 Work Uniforms

The Employer shall provide work clothing for the employees. The daily wear work clothing shall include a set of four (4) pants, four (4) shirts, a jacket, rain jacket, and general use coveralls which meet the NFPA standard 1975 and all OSHA and WISHA standards for aircraft rescue firefighter uniforms. The employees shall be responsible for all the care, cleaning, and maintenance of this clothing. None of these articles of clothing shall be removed from the Bellingham International Airport without the express permission of the Employer.

Section 19.2 Protective Clothing

All protective clothing or protective devices required of employees in the performance of their duties shall be furnished to the employee by the employer and shall meet all applicable State and Federal safety standards.

Section 19.3 Duty Boots

Employees shall be reimbursed an annual boot allowance of up to \$100 for the purchase of approved work boots that will be worn as part of the Uniform. If the allowance is not used, employees may carry over the boot allowance to the following year, for a maximum of three years or \$300. The employee shall produce a detailed sales receipt for the purchase of the boots in order to be reimbursed.

ARTICLE 20. HEALTH AND WELLNESS

Section 20.1 Change in Benefits

The employer agrees to notify the Union of any change in the benefit plans of this Article and allow the Union input via the Benefits Committee prior to decisions made to change the benefits in any way.

Section 20.2 Medical Coverage

In 2019, the Employer agrees to provide the basic doctors and hospital coverage through a self-insured platform, for employees, their spouses, domestic partners, and the subscriber's natural child, adopted child, or stepchild up to the age of 26. The deductible amount for this plan is \$200 per person to a maximum of \$600. The office visit copay is \$20.00 for preferred network providers and \$35.00 for participating and non-participating providers. The out-of-pocket maximum is \$2,500 per person and \$7,500 per family per year. The employee share shall cost following the chart below:

Coverage Type	Per month
Employee	\$39.11
Employee + Spouse/domestic partner	\$92.88
Employee+ Child(ren)	\$76.03
Employee + Family	\$127.52

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.

Section 20.3 Benefit Committee

The Local will participate in the Port's Benefits Committee each year and will assist the Committee in researching alternative medical insurance programs. Employees covered under this bargaining agreement will receive the same Health and Welfare benefits that non-represented employees receive at the same employee premium share amounts, and the Local will retain all bargaining rights pursuant to RCW 41.56 in connection with health insurance-related issues. The Port will continue to provide the Self-Insured Medical plan or an equivalent plan to the bargaining unit employees unless mutually agreed otherwise such a plan is no longer available or financially feasible.

Section 20.4 Dental/Vision Coverage

The employer agrees to provide dental coverage under the Self-Insured Dental/Vision Plan or an equivalent plan for the employees, their spouses, or domestic partner, and unmarried dependent children to the age of 19 or to age 23 if enrolled as a student in an accredited school, college or university. In 2019, employees who elect to cover their spouse under the Dental/vision plan will contribute \$5.00 per month toward the premium. Employees covered under this bargaining agreement will receive the same Dental/Vision plan benefits as non-represented 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.

Section 20.5 Eligibility

Benefit coverage begins the first of the month following the date of hire.

Section 20.6 New child

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

Section 20.7 Coverage after a Layoff

In the event of a layoff, medical and dental/vision coverage benefits will terminate the last day of the second full calendar month following the date of layoff.

Section 20.8 Coverage after Separation

In the event of termination of employment by action of employee or Employer, medical and dental/vision coverage benefits will cease the last day of the second full calendar month following the date of termination.

Section 20.9 Life Insurance

The Employer will maintain \$50,000 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 provision or premium rates for the present group policy, the parties agree to meet and negotiate the effect of those changes.

Section 20.10 Disability Insurance

The Employer will cover eligible hourly employees with Long Term Disability Insurance after ninety (90) days of disability. The Port will self-insure long-term disability between (90) and one hundred and eighty (180) days. After one hundred and eighty (180) days, the disability payments will be insured by Lincoln Financial Group or an equivalent plan. The terms and conditions are in accordance with the provisions of the Group Policy currently provided by Lincoln Financial Group, or an equivalent plan. The same terms and conditions described in the LTD Insurance Company's "Plan Document" apply to the self-insured portion of the long-term disability program. 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.

ARTICLE 21. WAGES

Section 21.1 Wage Increases

The Wage Rate for each bargaining unit employee shall be set forth in Appendix A. The wage rates listed below are the guaranteed rate increase for each year. The straight-time rate shall apply to all hours worked during the scheduled week.

Year	Increase
2022	15.5%
2023	3%
2023 (Upon Ratification)	5%
2024	3%

Section 21.2 New Position

Should the Port establish a new bargaining unit position, the wage rate for such position shall be negotiated with the Union.

Section 21.3 Shift Differential

Employee will be paid a differential of four percent (4%) of their straight-time rate for hours worked between 2100 and 0900.

Section 21.4 Schedule of Pay

Rate of pay for 2022 will be retroactive from January 1, 2022, and will apply to those employees who are employed as ARFF employees at the time of ratification. Rate of pay for 2023 and 2024 will be effective January 1st of each year.

Section 21.5 Paydays

All wages shall be paid on a semi-monthly schedule.

ARTICLE 22. EDUCATION INCENTIVE

Section 22.1 Continuing Education and Professional Development

Employees may seek tuition assistance as outlined in the Employer's Professional Development and Educational Assistance policy.

Section 22.2 Education Incentive Pay

This additional pay for education and experience is established in order to recognize and reward employees who have increased their level of skills and expertise through continuing education completed after joining the Port and who have successfully completed their probationary period with the Port as an ARFF employee. Although tuition assistance may be sought for a variety of professional development courses, the Port will provide education incentive pay for the following: The American Association of Airport Executives (AAAE) has established four (4) courses in their Airport Certified Employee (ACE) program including Airfield Operations, Airfield Lighting Maintenance, Communications, and Security. AAAE also has an Airport Master Fire-Fighter course and a Certified Member (CM) program which is eligible for consideration. All courses are completed online or through self-study. A Fire Fighter 1 certification is also eligible for the educational incentive. Other certified courses of equivalent education substance may be approved by the Director of Aviation. Once the tuition assistance request is approved, the employee will enroll in the course and complete the course outside of work hours. After completion of the course, the employee will submit the certification as proof of completion of the course and will receive an adjustment to their straight-time pay as follows:

One course equals .5 % added to straight-time pay
Two courses equal 1% added to straight-time pay
Three courses equal 1.5% added to straight-time pay
Four courses equal 2% added to straight-time pay
Five courses equal 2.5% added to straight-time pay
Six courses equal 3% added to straight-time pay

Section 22.3 Compounding Classes

Additional pay does not compound. The maximum additional pay an employee can earn for training and experience is 3%. It is expected that after achieving the certifications, employees will operate with minimal supervision, will have the knowledge to lead specific technical areas within the airport operations, and will take on additional tasks to encourage their professional growth if they agree that they can confidently complete the task given.

ARTICLE 23. LONGEVITY PAY

Section 23.1 Longevity Pay

The employer shall provide longevity incentive pay to employees classified as ARFF II or Lead ARFF III as noted below for continuous service:

After completion of 5 years of service 1% of base pay
After completion of 10 years of service 1.5% of base pay
After completion of 15 years of service 2% of base pay
After completion of 20 years of service 2.5% of base pay
After completion of 25 years of service 3% of base pay
After completion of 30 years of service 3.5 % of base pay

ARTICLE 24. SUBSTANCE ABUSE

Section 24.1 Drug-Free Workplace

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

Section 24.2 Termination

Therefore, it shall be just cause for discipline, up to and including termination if an employee has shown to have reported to work under the influence of or worked under the influence of any illegal substance, marijuana, or alcohol. Port of Bellingham policy 5.02 Drug and Alcohol Use shall be followed when testing and how to test employees for banned substances.

Section 24.3 Compliance

The employees shall comply with any requirement placed upon the employer by the federal government relating to a drug-free workplace and federal funds.

Section 24.4 FAA/TSA Requirements

Should the FAA/TSA require that the employer institute a program for testing of the breath, blood, or urine of the employees, the employees shall promptly comply with said program and shall negotiate the manner in which the sample is taken and the manner in which the sample is tested in order to ensure that the results are accurate. However, the implementation of said program shall not be considered a change in the working conditions and shall not require negotiations between the parties except as otherwise provided herein.

Section 24.5 Circumventing Requirements

The Employer agrees that it will not request changes in said FAA/TSA requirements as a means of circumventing this Agreement.

ARTICLE 25. PROBATIONARY PERIOD

Section 25.1 New Hires

The first six (6) calendar months of full-time employment shall be termed the "probationary period".

Section 25.2 Termination

During this initial six (6) month probationary phase, an employee may be discharged for any reason by the Employer, with or without cause. Said discharge shall not be contested by the Union and "probationary employee" shall not be permitted to file a grievance under Article 5 of this Agreement.

Section 25.3 Promotion

Employees promoted to ARFF II or ARFF III shall have a six (6) month probationary period. During this time an employee may be demoted back to their last held position due to failure to perform the expected tasks. Said demotion shall not be contested by the Union and "probationary employee" shall not be permitted to file a grievance under Article 5 of this Agreement.

Section 25.4 Benefits Provided

All benefits provided by the Employer under the terms of this agreement shall be provided during the probationary period except as specifically limited by this agreement. In addition, no employee of the Union shall have the right to protest or otherwise grieve the termination of an employee during the probationary period. The Employer, at its sole discretion, shall have the right to discipline or to terminate the employee during the probationary period with or without cause.

Section 25.5 Step Increases

New hires for ARFF shall be paid as a probationary employee for the first six (6) month full calendar months. Upon successful completion of the probationary period the employee shall become an ARFF I. Employees serving in the classification of ARFF I shall be promoted to the classification of ARFF II after twenty-four (24) months of satisfactory continuous employment as an ARFF I. The probationary period shall not be counted towards the twenty-four (24) month requirement. Management, at their sole discretion, may promote an ARFF I employee to ARFF II prior to the twenty-four (24) months based on performance, skill, and attitude.

ARTICLE 26. WORKING OUT OF CLASSIFICATION

Section 26.1 Definition

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

Section 26.2 Qualifications

Employees who have met the qualifications for the higher classification may be eligible to be assigned to that classification.

Section 26.3 Lower Classification Compensation

Employees working at a lower classification shall be compensated at their regular rate of compensation.

ARTICLE 27. SHIFT EXCHANGES

Section 27.1 Definition

Employees shall have the right to exchange shifts (full shift) and to have shift fill-ins (partial shift) according to the following provisions, with seventy-two (72) hours prior approval of the Director of Aviation or designee. Nothing herein shall preclude the Director of Aviation or designee from approving a Shift Exchange on no notice if the Director of Aviation in their sole discretion determines that work needs and requirements will so allow.

Section 27.2 Shift Exchange Parameters

- A. Employees at different job classifications may exchange shifts with one another. Probationary employees may not exchange shifts.
- B. Shift exchanges shall not interfere with the operation of the airport.
- C. Shift exchanges must be voluntary.
- D. Shift exchanges shall not result in any additional cost to the Port, as determined at the time of the shift exchange request.
- E. Shift exchanges shall be considered invisible for the purposes of computing overtime, and other compensable items such as Paid Time OFF (PTO) accruals and shift differential pay.
- F. Employees injured in the performance of duties while working a shift exchange will be treated as if the injury had occurred on the employee's regularly scheduled shift and in accordance with the Port's workers' compensation program.
- G. Shift differential pay will be paid to the employee who was originally scheduled to work.
- H. If an employee calls in sick on a trade, that employee will forfeit the Washington Paid Sick Leave or PTO hours, not the employee regularly scheduled.
- I. If the employee fails to report for duty on a shift trade, the employee failing to report will have PTO deducted from their bank.

ARTICLE 28. TRAINING AND EDUCATION

Section 28.1 Training Allowance

The Employer shall pay all costs reasonably incurred for courses and/or seminars that the Employer requires an employee to attend. The employee shall also receive their normal scheduled hourly pay for time actually spent in the course and reasonable travel time. Travel during an employee's regular shift as defined by the Fair Labor Standards Act (FLSA) is compensable time. Travel outside an employee's regular shift will be paid as follows. The term "training" as used herein shall mean all individual or group training or instruction provided to an employee by Employer or paid for by Employer.

- A. If driving, reasonable travel time begins at the time employee departs for the course and ends when the employee arrives at the destination.
- B. If flying, reasonable travel time begins at the scheduled departure time of the flight and ends when the employee arrives at the destination. If an employee misses a flight or has delays, the employer and employee will agree on a reasonable resolution which may not include all hours waiting for a flight.
- C. Prior to travel, the employee will meet with a supervisor to understand how pay will be applied to avoid misunderstandings after the travel is completed.

Section 28.2 Further Information

More information regarding reasonable travel expenses can be found in the employee handbook.

Section 28.3 40-Hour Work Week

Employees whose shifts are re-assigned in order to attend training will not be scheduled less than forty (40) hours for the work week. The Union, employees, and the Director of Aviation or designee will work together to schedule shifts within the week of training to reach forty (40) hours. Employees cannot receive pay for hours not worked.

Section 28.4 Additional Costs

The Employer may, at its discretion, pay for all or a part of any costs reasonably incurred by an employee for a course that may be beneficial to the performance of the employee's duties. The employee shall get prior written approval of the Employer for any such payment and said payment shall be conditioned on successful completion of said course.

ARTICLE 29. JURY DUTY

Section 29.1 Jury Duty

An employee required to be available for jury duty selection or service shall receive their regular daily wage for each day they would have worked during such jury participation. Any monies paid to the employee for such jury participation on a duty day, with the exception of per diem or mileage reimbursements, shall be turned over to the Employer.

Section 29.2 Jury Duty While On Night Shift

If the Employee is being subpoenaed or called in for jury duty while working on night shift, they will be granted admin time off the night following them being in court.

Section 29.3 Court Leave

The employer shall grant leave with pay to any employee for the period of time they are required to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness on any incident resulting from their normal duties. Employees shall also be granted PTO time as applicable, to appear in any legal action in which they have been subpoenaed to appear in another party's behalf.

ARTICLE 30. MILITARY TIME

Section 30.1 Military Time Off

Employees who are members of military reserve units will be granted time off for active duty training up to a maximum of twenty-one (21) working days during each year, beginning on October 1st and ending on September 30th, as provided by RCW 38.40.060.

Section 30.2 Additional Time Off

Time off in excess of that provided may be granted as PTO time, as applicable, or unpaid leave as requested by the employee and approved by the Employer.

ARTICLE 31. CONSOLIDATIONS

Section 31.1 Outside Contract

The parties understand that at some point in the future, the Employer may contract with the City of Bellingham or Whatcom County Fire District #8, hereinafter "Agency," to provide aircraft rescue and aircraft firefighting services to the Employer at the Airport. The Employer shall take all reasonable steps in the negotiations to insure that Employees who are qualified for employment as a firefighter, as determined by the Agency, are afforded an opportunity for employment with the Agency if a position is available. In the event a contract is consummated, the scope of work as described in this Agreement may be changed to delete or reduce aircraft rescue and aircraft fire fighting services provided by the employees. The bargaining unit's president shall be kept informed of the status of the negotiations and shall provide input and assistance to the Employer's negotiator. Any information concerning the negotiations shall be treated as confidential by the Union.

ARTICLE 32. UNION MEMBERSHIP

Section 32.1 Union Membership

All employees covered by this agreement may, at their discretion, apply for membership in the Union. Both the Union and the Employer agree that authorization to withhold Union Dues is not a condition of employment based on the 2018 United States Supreme Court's ruling Janus V. AFSCME.

Section 32.2 Dues Deduction

Upon written authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of that employee the monthly amount of dues and any fees as certified by the Union Secretary/Treasurer and shall forward said dues to the Union Secretary/Treasurer.

Section 32.3 Revocation of Dues Authorization

An Employee may revoke their authorization for payroll deduction of dues and fees. Revocation must be in writing and notice given to both the Employer and Union Secretary/Treasurer.

Section 32.4 Time of Effect

Every effort will be made to begin or end the payroll deduction of dues and fees on the first payroll processing following receipt of the notice.

Section 32.5 Liability

The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of the sections above.

Section 32.6 New Hires

Within thirty (30) days of their hire date, the Union shall be afforded the opportunity to meet with the new employees, for up to one (1) hour of paid time, to educate and explain the benefits of Union membership and explain the collective bargaining process.

ARTICLE 33. UNION BUSINESS

Section 33.1 Discrimination

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for their activity of or membership in the Union.

Section 33.2 Union Bulletin Board

The Employer shall provide space for a bulletin board, to be used exclusively by the Union. The Union agrees to limit posting to only Union-related notices that have been approved in advance and signed by the Union's President. Such board shall be a minimum of 18" X 24" in size. Employer shall also provide space for one four-drawer filing cabinet purchased by the Union for use by the Union.

Section 33.3 Meeting Space

The Union may use an airport facility for Union meetings provided that:

- A. Regular monthly meetings shall be held one time per month, for up to one and one-half hours (1.5 hours) with prior notification to the Director of Aviation or designee, or as agreed by the Union and Employer;
- B. Special Union meetings and the length thereof may be arranged with concurrence of the Director of Aviation or designee.
- C. On-duty personnel may attend subject for emergency response.

Section 33.4 Notification

The employer shall make timely notification to the Airport Unit Leader within five (5) days following any change in an employee's status, including but not limited to:

Promotion, transfer, any disciplinary action, or leave of absence.

Section 33.5 Union Education

The Port will make available (including if necessary, hiring overtime coverage) one shift per year for a designated Union representative (as determined by the Union) for attendance at a labor relations conference or training. The conference or training must be approved by the Director of Aviation or designee and determined to be mutually beneficial to both the Union and Port. The conference or training must be scheduled with the Port at least one month prior to the date of the event.

Section 33.6 Labor Negotiation Team

In a collaborative effort to enhance and maintain positive Labor/Management relations, two (2) designated Union representatives will receive pay for the actual hours worked at the applicable rate to attend Labor/Management meetings.

Section 33.7 Contract Negotiations

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. On request, the Union shall provide written notice to the Employer naming its officials authorized to bargain on its behalf.

Section 33.8 Contract Negotiation Team

One (1) member will be allowed time off, with pay at the employee's regular rate of pay, for all negotiations, which shall be mutually scheduled.

ARTICLE 34. RETIREMENT

Section 34.1 Retirement

The Port shall participate in the LEOFF Retirement System as required hereinafter by the Revised Code of Washington (RCW).

ARTICLE 35. DEFERRED COMPENSATION

Section 35.1 Deferred Compensation

As employees covered under this agreement have elected to opt out of Social Security, the Port will contribute to retirement savings for employees. This contribution will be in the form of a 100% match of employee deferred compensation contributions and will not exceed the Social Security tax rate of 6.2%. Employer contributions will be placed into a 401(a) account for each employee. The employer match will begin with the May 1 through May 15, 2019 pay period. If employees covered under this agreement vote to participate in Social Security, the Employer will cease contributions to the 401 (a) plans.

ARTICLE 36. FAA/TSA REQUIREMENTS

Section 36.1 Requirements

The Parties hereto understand that the FAA/TSA from time to time may change certain requirements which affect the work performed by employees. The employees shall immediately comply with any new FAA/TSA requirements. The Employer and the Union will negotiate the effect of any changes thereafter. The Parties agree that every new FAA/TSA requirement will not necessarily be held to be a change in working conditions.

ARTICLE 37. SAVINGS CLAUSE

Section 37.1 Savings Clause

Should any part hereof or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court or 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.

Section 37.2 Further Negotiations

Such invalid provisions 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.

Section 37.3 Drafting of Agreement

The Employer and the Union have jointly participated in the drafting of this Agreement. This Agreement, nor any part hereof, shall not be construed against either party simply because that party may have drafted the particular clause.

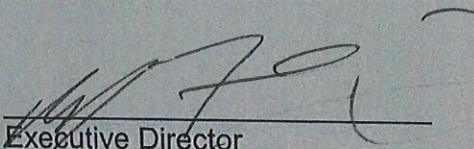
ARTICLE 38. EFFECTIVE DATE AND DURATION

Section 38.1. Effective Date and Duration

This Agreement, effective January 1, 2022, shall remain in full force and effect through December 31, 2024, whereupon it shall automatically terminate.

Dated this 24 day of January, 2023

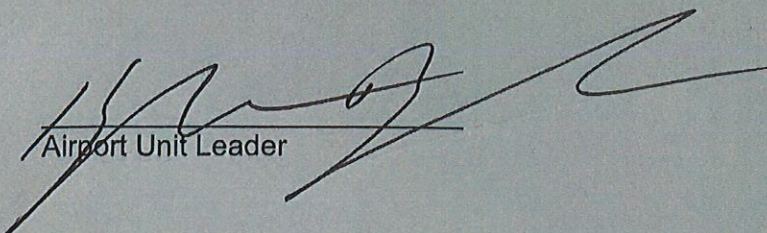
Port of Bellingham


Executive Director

International Association of Firefighters L106

Scott Farrell
President of L106

Daniel Jensen
Secretary/Treasurer


Airport Unit Leader

APPENDIX A. WAGE CHART

Classification	2021	2022 (Retro)	2023 (Retro)	2023 (Upon Ratification)	2024 (3%)
ARFF III	\$33.11	\$38.24	\$39.39	\$41.35	\$42.60
ARFF II	\$30.42	\$35.14	\$36.19	\$38.00	\$39.14
ARFF I	\$27.06	\$31.25	\$32.19	\$33.80	\$34.82
Entry Level ARFF	\$23.15	\$26.74	\$27.54	\$28.92	\$29.79