PORT OF BELLINGHAM
Washington State

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

2023 - 2025

COLLECTIVE BARGAINING AGREEMENT

INDEX
2023 - 2025 ILWU 7 (CLERICAL) AGREEMENT

OFFICE CLERICAL AGREEMENT
2023 - 2025

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, Clerical Division, hereinafter designated as "UNION".

UNIT RECOGNITION

The Employer agrees to recognize the Union as the bargaining agent on behalf of all employees as certified by Public Employees Relations Commission under case # 8379-E-90-1419 on May 11, 1990, in the Bargaining Unit as described below:

> All non-exempt office clerical employees of the Port of Bellingham; excluding supervisors, guards, ticketing agents at the Bellingham Cruise Terminal, and employees represented by other labor organizations.

ARTICLE I. GENERAL PROVISIONS

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

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

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

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

a) <u>Regular full-time employees</u> 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 of the benefits referred to in Articles IV (Holidays), V (Health and Welfare), VI (Industrial Insurance), VII (Pensions) VIII (Paid Time Off), IX (Other Leave Categories), X (Jury Duty) and XI (Funeral Leave);

b) Regular part-time employees shall be those employed on a regular basis for an average of 20 and 30 hours each week and shall be entitled to those benefits stated in Clauses 5.02 (medical), 5.03 (dental), and 5.04 (vision) for themselves only, and shall be entitled to the proportional benefits contained in Articles IV, V, VI, VII, VIII, IX, X and XI. Regular part time employees shall be permitted to purchase at their own expense the family benefits contained in Article V at the employer's current premium rate;

c) Introductory employees shall be those employees hired to fill a regular full-time or regular part-time position but who have not yet been employed for more than three consecutive months. Introductory employees shall be eligible for benefits enrollment according to the schedules established in Articles IV, V, VII, VIII, X and XI, 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;

d) Temporary employees shall be those hired during peak work periods on a full or part-time basis for not more than 90 consecutive calendar days. A person initially hired under such conditions may not work in excess of 90 consecutive calendar days, except by mutual written agreement. Temporary employees shall not be entitled to any of the benefits referred to in Articles IV, V, VIII, X, and XI;

e) Work study students, interns, and volunteers shall be those hired by the employer to work for a period not to exceed (1440 hours) in a calendar year provided that, prior to commencement of actual work, the employer must have executed a written statement stipulating the duration of employment. A person initially hired under such conditions may not work in excess of 1440 hours in any calendar year, except by mutual written agreement of the employer and the union. Only regular full-time and regular part-time employees shall be covered by the terms of this agreement. Work study students, interns and volunteers shall not be entitled to any of the benefits referred to in Articles IV, V, VIII, X, and XI;

f) Hourly employees shall be those hired to work less than 20 hours per week and not more than 1000 hours per year. Hourly employees shall not be entitled to any of the benefits referred to Articles IV, V, VIII, X; and XI.

g) Seasonal Employees. Seasonal employees may be used for the purpose of aiding full time staff during peak season activity and not for the purpose of displacing full time staff. The employer shall have the right to hire up to three (3) seasonal employees for each of the office locations governed under this contract, under the following terms.

- Seasonal employees may be hired for a maximum of six (6) months in any calendar year. This position will be allowed to operate Port software and point of sale utilities.
- The minimum pay rate for employees hired as a six (6) month seasonal will be at least $1.50 per hour above the Washington State Minimum Wage.

Seasonal employees shall receive holiday pay during the term of their employment provided they work on the last scheduled work day before the holiday and the first scheduled work day after the holiday.

The Employer will employ a good faith effort to offer overtime to regular employees before overtime is offered to seasonal employees. Seasonal employees shall not be considered union employees and therefore not subject to the terms of this agreement.

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

1.06 In the event the Employer creates a new employee classification within the bargaining unit during the term of this agreement, the Employer will establish an appropriate rate of pay which shall be paid to the employee. Before advertising for applicants for the new position, the Union shall be notified and provided the job description for the new classification and have the right to provide input to the employer concerning the appropriate pay for the new classification provided such input is given before the position is filled.

1.07 The Employer shall maintain job descriptions for all ILWU Clerical Union positions. The employee will be provided with a copy of the job description within 10 working days of a change. Duties and responsibilities are at the sole discretion of the Employer and are subject to change.

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

1.09 The Employer and the Union shall comply with all applicable federal, state, and local laws, including the Family Medical Leave Act and Civil Rights Legislation, except as provided in RCW 41.56. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

1.10 All employees of the bargaining unit, in addition to being covered by this Agreement, shall also be subject to the personnel and operating policies and procedures established by the Employer and by any subsequent personnel policies, rules and procedures that may be promulgated in the future, so long as they do not conflict with this

Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The employer will make a good faith effort to notify employees of changes, additions, or exclusions to the policies and procedures included in the employee handbook prior to implementation. Union employees and officials are encouraged to offer input regarding changes in Port personnel policies and procedures.

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

ARTICLE II. SENIORITY

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

2.02 New employees and those rehired after a break in service will be regarded as introductory employees for a period of ninety (90) days. At the end of the introductory period an employee retained in employment shall have seniority retroactive to the last date of hire. Employees recalled from lay off according to Article 2.03 will not be regarded as introductory employees and will return as regular employees.

2.03 Employees laid off and not recalled within six (6) months shall be considered to have a break in service and all seniority rights will be forfeited.

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

2.05 In the case of recall from layoffs, refusal of an employee to report 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 from employment. There will be no termination of seniority for time lost because of illness, accident, or Employer authorized leave of absence.

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

ARTICLE III. HOURS OF WORK AND OVERTIME

3.01 Hours of work, including breaks and meal periods. Hours of work for the Employer will generally be from 8:00 a.m. to 5:00 p.m., five contiguous days per week. Individual daily and weekly normal schedules will vary depending upon Employer needs and will be provided to the employee in writing upon hire. Immediate supervisors shall inform employees with 7 days' written notice of any changes to an employee's currently established schedule. Each employee will be entitled to a fifteen minute paid break for each continuous four hour period worked. In addition, each employee shall receive up to one hour for lunch. See articles 3.05 (4x10 Shifts) and 3.06 (Flexible Scheduling).

3.02 Hours of overtime. The Employer may find it necessary at times for regular full time employees to work additional hours by beginning early and/or leaving late on normal work days, or by working on the employee's normal weekly days off. Overtime shall be paid to eligible full time employees at time and a half for any hours worked in excess of 40 hours in one work week or for hours worked in excess of the full time employees normal work day, except work performed in accordance with flexible scheduling. That is, a full time employee who normally works an 8 hour day but who works 10 hours in one day will receive 2 hours overtime pay, and a full time employee whose normal work week is four 10 hour days and who is required to work 12 hours in one day will receive 2 hours overtime pay. Overtime shall be paid to eligible part time employees for any hours worked in excess of 40 in one work week. The overtime rate of time and a half shall be paid for Employer work authorized and required to be performed on holidays specifically named in the holiday clause below. All overtime must be approved, in advance, by the employee's immediate supervisor.

3.03 Shift differential. If an employee's eight-hour shift starts between 3 p.m. and 4 a.m., the employee shall be paid at one hundred and ten percent (110%) of the straight time rate for all hours actually worked in that workday not classed as overtime.

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

3.05 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 ten (10) consecutive hours 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 between the employer and employee. 4 X 10 hour shifts may be canceled at any time by either the employee or the employer with 5 days' notice. 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.

3.06 Flexible Scheduling. By mutual agreement between the employee and the Employer, the hours in the basic workday or workweek shall 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. In the event a mutually agreed to flex schedule is determined by the department supervisor, at their sole discretion, to be creating internal conflict or reduced customer service, they can discontinue the flex schedule.

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

ARTICLE IV. HOLIDAYS

4.01 The following paid holidays will be observed by the Employer for regular employees. Eligible full-time employees will be paid eight (8) hours at the employee's straight time rate and eligible part-time will be pro-rated based on their scheduled hours.

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

4.02 The Employer's Director of Human Resources shall issue a memo each year designating the observed dates for holidays.

4.03 If required to work on an observed holiday, the employee shall be paid the overtime rate of one and one half times their regular straight time rate for the number of hours worked in addition to any holiday pay received.

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

4.05 If an employee's regular work schedule requires that the employee work on the actual date of the holiday when the observed date and the actual date of the holiday differ, the employee may elect to earn overtime at one and a half times their regular straight time rate for the hours worked on the actual holiday in lieu of the observed holiday referenced in 4.02. In no case may an employee earn time and a half or holiday pay for both the actual date of the holiday and the observed holiday.

4.06 The actual hours worked on a holiday will be considered hours worked for the purpose of calculating overtime.

4.07 If a holiday occurs during the Employee's Paid Time Off, the holiday will not be deducted from the Employee's earned Paid Time Off.

ARTICLE V. HEALTH AND WELFARE

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

5.02 Medical Coverage

5.02.1 The Employer agrees to provide basic doctors' and hospital coverage through a Self-Insured platform for employees, their spouses and the subscriber's natural child, adopted child, or stepchild up to age 26. Refer to the HMA Benefit booklet for more information. 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.

Due to the unpredictability of the health care market and fluctuating claims costs, the Benefits Committee will meet each year as necessary to design a medical insurance program for future years that provides a benefit that is as similar as practical to the current medical plan. Represented employees will receive the same Health and Welfare benefits that non-represented employees receive at the same employee premium share amounts.

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

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

5.02.4 In the event of layoff, 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.

5.03 Dental Coverage

5.03.1 The Employer agrees to provide dental coverage under the Direct Reimbursement Dental Plan, or an equivalent plan, for the employees, their spouses, and unmarried 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 $5.00 per month toward the premium. Represented employees will receive the same Dental/Vision benefits that non-represented employees receive at the same employee premium share amounts.

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

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

5.04 Vision Care

5.04.1 The Employer agrees to provide vision care as part of the medical insurance for employees, their spouses, domestic partners, and the subscriber's natural child, adopted child or stepchild up to age 26. Hardware is provided under the Dental/Vision Direct Reimbursement Plan, or an equivalent plan, for employees, their spouses, and unmarried dependent children to age 19 or to 23 if enrolled as a student in an accredited school, college or university. If as a result of insurance company action the parties experience either a change in provisions or premium rates for the present group policy, the parties agree to meet and negotiate the effect of those changes.

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

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

5.05 Life Insurance

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

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

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

5.06 Disability Insurance

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

5.07 Benefits Review Board

The union will elect a spokesperson from among its I.L.W.U., Local 7, Clerical Union to serve on a benefits review board upon 15 days' notice from the Port advising that it desires to convene such a board. The review board will be comprised of one representative from each bargaining group within the Port and the Director of Human Resources. The purpose of the board will be to meet and discuss various means of maximizing the Port's benefit coverage, as outlined in Article V of this Agreement, while minimizing increases in benefits costs to the Port for the duration of this Agreement.

ARTICLE VI. INDUSTRIAL INSURANCE

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

ARTICLE VII. PENSIONS

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

ARTICLE VIII. PAID TIME OFF

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

ANNIVERSARY YEAR	MONTHLY ACCRUAL	ANNUAL ACCRUAL (8 Hour Days)
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

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.

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

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

8.04 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.

8.05 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 PTO time above 240 hours which will accrue annually into a special category entitled "retirement PTO credits" as the employee's PTO accrues. 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 PTO shall not be greater than the number of accumulated credits in the retirement vacation 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.

8.06 Whenever possible, PTO leave requests should be made at least 14 calendar days in advance. All requests shall be subject to approval by the Supervisor, and nothing herein shall prohibit a supervisor from approving PTO leave on no notice if the supervisor in their sole discretion determines that work needs and requirements will allow.

8.07 Non-exempt employees who are unable to report for scheduled work or need to leave early because of snow may be absent on one calendar day per calendar year without being required to use PTO. The employee can use this day on days when the National Weather Service has issued a Snow Advisory and accumulations are present on sidewalks and roadways.

8.08 Short-term disability bank. The bank can be accessed after five consecutive work days by an employee 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 1/1/20 was reduced by 50%. Employees hired on or after 1/1/2020 are not entitled to a short-term disability bank as described herein.

8.09 Compensable hours under the terms of this section will be counted as hours worked for the purposes of computing PTO and holiday pay. Compensable hours under the terms of this section will not be counted as hours worked for purposes of computing overtime, differential pay, or temporary assignment pay.

ARTICLE IX. OTHER LEAVE CATEGORIES

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

9.02 Washington Paid Family and Medical Leave
Eligible employees are covered by Washington's Paid Family and Medical Leave Program, Title 50A RCW. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Compensable hours under the terms of this article will not be counted as hours worked for the purpose of computing PTO accrual and will not be counted as hours work for the purpose of calculating overtime.

ARTICLE X. JURY DUTY

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

ARTICLE XI. FUNERAL LEAVE

11.01 Funeral leave will be handled as follows:

11.01.1 When an immediate family member dies, the employee may be granted three (3) days off with pay for the purpose of attending to funeral needs. When arrangements necessitate, two (2) additional days of leave with pay may be used for funeral leave. As soon as practicable upon learning of the need to attend a funeral, an employee shall notify the Human Resources Office (and supervisor, if possible) during regular office hours before departing for the funeral.

11.01.2 The Employer interprets "members of an employee's immediate family" to be the employee's grandparents, 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, or sister-in-law.

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

ARTICLE XII. STRIKES, LOCKOUTS, AND WORK STOPPAGE

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

ARTICLE XIII. GRIEVANCES

13.01 Definition

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

13.02 Grievance Procedure

<u>Employee Grievances</u>. Grievances by the union may be initiated as follows. However, if the immediate supervisor or Department Manager are the subject of the grievance, the union shall submit the grievance to the next highest staff person at Step 1. If the Division Head is the subject of the grievance, the union shall submit the grievance to the Director of Human Resources at Step 3 as necessary and appropriate within 10 work days aft the event(s) giving rise to the grievance or 10 working days after the union should reasonably have learned of the event(s) giving rise to the grievance, whichever is later. All grievances must be processed through Step 1 of the grievance procedure before proceeding to Step 2, and so on. No Steps shall be skipped without mutual written consent of the Union and the Employer:

<u>Step 1</u> - 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 employee or union must specifically identify that an oral grievance is being initiated and discuss the grievance with their immediate supervisor. The immediate supervisor shall orally respond to the employee not later than ten (10) work days thereafter.

<u>Step 2</u> - Written Grievance to Department Manager. If the grievance is not settled at Step 1, the union, not later than fifteen (15) work days after the event giving rise to the grievance, or fifteen (15) work days after the union should reasonably have learned of the event giving rise to the grievance, whichever is later, must submit a written grievance to their department manager. The department manager shall give their written answer to the grievance within fifteen (15) work days after receipt of the grievance. In the event there is no Department Manager, the grievance shall proceed to the Director of Human Resources.

Step 3 - Written Appeal to the Division Head. If the grievance is not settled at Step 2, the union, not later than fifteen (15) 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 t written answer to the grievance within fifteen (15) work days after receipt of the grievance.

13.03 Written Presentation

All grievances presented at Step 2 of the grievance procedure of this Agreement shall set forth: 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 the Union Representative or business agent. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative.

13.04 Time Limitations

The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted by the Employer unless it is submitted or appealed within the time limit set forth in Section 13.02 of this Agreement. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the Employer's Step 2 answer. If the Employer fails to answer within the time limits set forth in Section 13.02 of this Agreement, the grievance shall automatically proceed to the next Step. Nothing herein shall prohibit the parties from mutually agreeing to extend any of the time limitations set forth in this article. All such agreements shall be in writing and must be signed by the Union Representative and the Director of Human Resources.

13.05 Arbitration

Any grievance, as defined in Section 13.01 of this Agreement, other than grievances arising under Articles 1.16, V, or VIII, of this Agreement, that has been properly and timely processed through the grievance procedure set forth above and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union or Employer serving the other with written notice of its intent to appeal. No arbitrator shall have authority to review, revoke, modify, or enter any award with respect to the discharge of any introductory employee having less than 90 consecutive day's seniority credit in the bargaining unit. The failure to provide written notice of intent to appeal within fifteen (15) calendar days after receipt of the written answer of the Employer at Step 3 of the grievance procedure set forth in Section 13.02 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Employer at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer, and the Union.

13.06 Selection of Arbitrator

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

13.07 Arbitrator's Jurisdiction

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

13.08 Fees and Expenses of Arbitrator

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

ARTICLE XIV. TERMINATION

14.01 The Employer agrees that it will not terminate or discipline a covered employee without written explanation and it will give the employee written notice of the basis for the termination. In terminating or disciplining an employee, the Employer agrees that it will not act in an arbitrary and capricious manner.

ARTICLE XV. SAVING CLAUSE

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

ARTICLE XVI. CLASSIFICATION AND RATES OF PAY

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

16.02 Rates of Pay: Rates of Pay for employees subject to this agreement shall be according to the *2023-2025 I.L.W.U. LOCAL 7, CLERICAL UNION HOURLY WAGE TABLE,* attached hereto as Exhibit A. No employee covered by this agreement shall during the term hereof, suffer a decrease in pay or forego the salary adjustments established in Article 16.04 as a result of the wage ranges identified and attached hereto.

16.03 The Employer shall have the right in its sole discretion to compensate employees and/or hire new employees above the base rates outlined in the *2023-2025 I.L.W.U. LOCAL 7, CLERICAL UNION HOURLY WAGE TABLE.*

16.04 Wages Adjustments: Wage increases as identified in Exhibit A are effective January 1 of each year.

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

16.06 Temporary Assignment: If an employee is assigned in writing by their supervisor to temporarily cover for the work of a non-represented employee, then the employee required to so cover shall receive additional compensation for such additional work equal to ten percent (10%) of the covering employees straight time rate.

16.06.01 If an employee is assigned in writing by their supervisor to temporarily cover the work of an employee within the bargaining unit for absences extending beyond 5 scheduled work days, the employee required to cover shall receive additional compensation for such additional work equal to ten percent (10%) of the covering employees' straight time rate.

16.07 Advancement: Upon completion of a service year in the current job classification, employees will move to the wage rate corresponding with that completed service year. The new rate will be effective the first of the pay period following the completion of the eligibility requirement.

16.08 Education Incentive: At the full discretion of the employer and based on operational needs and budget the following criteria will be used as requirements for eligibility to receive an education incentive. This article (16.08) is not subject to arbitration.

- Complete a minimum of two years in the position;
- Complete at least three pre-approved relevant courses, conferences or certifications that align with the Port's strategic objectives as determined by management;;
- Successfully work with minimal supervision and complete unique special projects; and
- Successfully perform all administrative, customer service and operational duties without hesitation or assistance.

The education incentive is five percent (5%) of the employee's current job classification pay level.

ARTICLE XVII. LEAVES OF ABSENCE

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

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

ARTICLE XVIII. JOB RELATED EDUCATION

18.01 Training approved by the manager for job-related education will be paid by the Employer.

ARTICLE XIX. DRUG FREE WORKPLACE PROGRAM

19.01 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 XX. UNION SECURITY

20.01 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.

20.02 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.

20.03 Hold Harmless. The Union shall indemnify, defend, and hold harmless the Port against any and all claims, demands, suits or other forms of liability – monetary or otherwise – 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 XXI. MANAGEMENT RIGHTS

21.01 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.

21.02 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 suspend, 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 determine, establish and/or revise the number of personnel to be assigned to duty at any time;
- to implement new and to revise or discard procedures, materials, equipment and facilities;
- to eliminate, reorganize, or combine the work of the employee or subcontract work beyond the capacity of the bargaining unit;
- to assign overtime, and establish and control the Port's budget;
- to determine the methods, process, manner, and means by which the Port's activities shall be undertaken and accomplished;
- to determine the location of the Port's facilities;
- to implement new and to revise or eliminate, wholly or in part old methods, materials, equipment, facilities and standards;
- to make and enforce reasonable regulations;
- to require and schedule training as needed;
- to establish and revise leave, vacation and other personnel policies
- to adopt reasonable rules for the operation of the Port and the conduct of its employees;
- to establish and modify organizational structure; and
- to perform all other functions not otherwise expressly limited by this agreement.

a. The foregoing express enumeration of rights and functions reserved to management shall not be deemed to preclude the 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. The Port reserves the right to subcontract bargaining unit work or have Port employees outside of the bargaining unit perform such work it deems necessary in the interests of efficiency, economy, and improved product or emergency, provided that such subcontracted work does not displace existing bargaining unit members. Non-exhaustive examples of work that may be subcontracted are: (i) situations in which bargaining unit employees are not available who are qualified to perform the work; (ii) the Port does not own the equipment necessary to perform the work or such equipment is not currently available; (iii) the subcontracting involves the installation, repair, or maintenance of equipment or machinery covered by a warranty; (iv) the production schedule for completion of the work could not reasonably be met utilizing bargaining unit employees; and (v) seasonal work and other temporary periods of higher than normal work levels; and (vi) work that has been historically performed by others outside the bargaining unit. Additionally, in periods of emergency, the Port may subcontract non-bargaining unit members to perform work that would otherwise be performed by bargaining unit members solely for purposes of maintaining continuous operations and not as a means for circumventing the intent of this Agreement.

ARTICLE XXII. EFFECTIVE DATE AND DURATION OF AGREEMENT

22.01 This Agreement, effective on January 1, 2023, shall remain in full force and effect through December 31, 2025. All terms shall be deemed renewed each year thereafter unless either party shall give to the other at least sixty (60) days, but no more than ninety (90) days prior to the expiration date, notice, in writing, of any proposed changes or termination of this Agreement.

22.02 If either party gives notice to the other, then within twenty (20) days of service of said notice, representatives of the Employer and of the Union shall meet and negotiate in good faith without unnecessary delay. Nothing herein shall be interpreted as limiting either party to negotiating only those matters raised in the notice referred to in clause 19.01 above.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representation, have set their hands and seals as of this 28 day of March, 2023

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION LOCAL NO. 7 CLERICAL DIVISION

By: ______________________

By: ______________________

By: ______________________

PORT OF BELLINGHAM

By: ______________________
Executive Director

Exhibit A
2023-2025 I.L.W.U. Local 7 Clerical Division Hourly Wage Table

Effective January 1, - December 31

2023 (Year 0) + 10% of Lvl.2 2022

Anniversary Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15+
Receptionist	$26.42	$26.62	$26.82	$27.02	$27.22	$27.42	$27.62	$27.82	$28.02	$28.22	$28.42	$28.62	$28.82	$29.02	$29.22	$29.42
Clerk	$26.42	$26.62	$26.82	$27.02	$27.22	$27.42	$27.62	$27.82	$28.02	$28.22	$28.42	$28.62	$28.82	$29.02	$29.22	$29.42
Secretary/Lease Assistant	$29.82	$30.02	$30.22	$30.42	$30.62	$30.82	$31.02	$31.22	$31.42	$31.62	$31.82	$32.02	$32.22	$32.42	$32.62	$32.82
Airport Administration Specialist	$29.82	$30.02	$30.22	$30.42	$30.62	$30.82	$31.02	$31.22	$31.42	$31.62	$31.82	$32.02	$32.22	$32.42	$32.62	$32.82
Harbor Operations Specialist	$30.42	$30.62	$30.82	$31.02	$31.22	$31.42	$31.62	$31.82	$32.02	$32.22	$32.42	$32.62	$32.82	$33.02	$33.22	$33.42
Accounting Specialist	$30.42	$30.62	$30.82	$31.02	$31.22	$31.42	$31.62	$31.82	$32.02	$32.22	$32.42	$32.62	$32.82	$33.02	$33.22	$33.42

Years of service modifier	$0.20

2024 (Year 0) + 3% of 2023

Anniversary Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15+
Receptionist	$27.21	$27.41	$27.61	$27.81	$28.01	$28.21	$28.41	$28.61	$28.81	$29.01	$29.21	$29.41	$29.61	$29.81	$30.01	$30.21
Clerk	$27.21	$27.41	$27.61	$27.81	$28.01	$28.21	$28.41	$28.61	$28.81	$29.01	$29.21	$29.41	$29.61	$29.81	$30.01	$30.21
Secretary/Lease Assistant	$30.71	$30.91	$31.11	$31.31	$31.51	$31.71	$31.91	$32.11	$32.31	$32.51	$32.71	$32.91	$33.11	$33.31	$33.51	$33.71
Airport Administration Specialist	$30.71	$30.91	$31.11	$31.31	$31.51	$31.71	$31.91	$32.11	$32.31	$32.51	$32.71	$32.91	$33.11	$33.31	$33.51	$33.71
Harbor Operations Specialist	$31.33	$31.53	$31.73	$31.93	$32.13	$32.33	$32.53	$32.73	$32.93	$33.13	$33.33	$33.53	$33.73	$33.93	$34.13	$34.33
Accounting Specialist	$31.33	$31.53	$31.73	$31.93	$32.13	$32.33	$32.53	$32.73	$32.93	$33.13	$33.33	$33.53	$33.73	$33.93	$34.13	$34.33

Years of service modifier	$0.20

2025 (Year 0) + 3% of 2024

Anniversary Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15+
Receptionist	$28.03	$28.23	$28.43	$28.63	$28.83	$29.03	$29.23	$29.43	$29.63	$29.83	$30.03	$30.23	$30.43	$30.63	$30.83	$31.03
Clerk	$28.03	$28.23	$28.43	$28.63	$28.83	$29.03	$29.23	$29.43	$29.63	$29.83	$30.03	$30.23	$30.43	$30.63	$30.83	$31.03
Secretary/Lease Assistant	$31.64	$31.84	$32.04	$32.24	$32.44	$32.64	$32.84	$33.04	$33.24	$33.44	$33.64	$33.84	$34.04	$34.24	$34.44	$34.64
Airport Administration Specialist	$31.64	$31.84	$32.04	$32.24	$32.44	$32.64	$32.84	$33.04	$33.24	$33.44	$33.64	$33.84	$34.04	$34.24	$34.44	$34.64
Harbor Operations Specialist	$32.27	$32.47	$32.67	$32.87	$33.07	$33.27	$33.47	$33.67	$33.87	$34.07	$34.27	$34.47	$34.67	$34.87	$35.07	$35.27
Accounting Specialist	$32.27	$32.47	$32.67	$32.87	$33.07	$33.27	$33.47	$33.67	$33.87	$34.07	$34.27	$34.47	$34.67	$34.87	$35.07	$35.27

Years of service modifier	$0.20