

**AGREEMENT**  
**THE PORT OF PORTLAND**  
**AND**  
**DISTRICT COUNCIL OF TRADE UNIONS**  
**FOR**  
**EMPLOYEES AT THE MARINE TERMINALS**

**JULY 1, 2021 TO JUNE 30, 2024**

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**AGREEMENT**  
**THE PORT OF PORTLAND**  
**AND**  
**DISTRICT COUNCIL OF TRADE UNIONS**

**PREAMBLE**

THIS AGREEMENT is between the PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as the “Employer,” and the DISTRICT COUNCIL OF TRADE UNIONS, through the unions signatory hereto, hereinafter referred to as the “Unions.”

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, disability status, creed or religion, national origin, sexual orientation, gender identity, genetic information, family relationship, veteran status, political affiliation, or any other legally protected characteristic or status. The Unions shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**WITNESSETH**

This Agreement supersedes in total the Agreement dated January 27, 2017, by and between the Port of Portland and the Unions.

The individual Unions which are signatory to this Agreement shall continue to operate through the District Council of Trade Unions.

**SCOPE OF AGREEMENT**

This Agreement shall cover all construction, demolition, installation, and maintenance assignments which have been historically and consistently performed by employees covered under this Agreement, and such work assignments will continue under this Agreement at all marine cargo handling facilities owned and operated by the Port, including any marine cargo handling facilities leased and operated by the Port. The Employer, however, reserves the right to contract or subcontract for the above work if the Unions cannot provide skilled, qualified workers within forty-eight (48) hours, excluding Saturday, Sunday, or recognized holidays, or the work escalates beyond the capabilities of the Employer's maintenance operation. However, this shall not be used as reason to contract out

such work because of the Employer's failure to maintain the proper equipment to do the normal work covered under the scope of this Agreement. Determination of what equipment is necessary to perform work under the scope of this Agreement still remains the responsibility of the Employer.

The Port also reserves the right to contract or subcontract any renovation of facilities or construction which is outside the normal scope of this Agreement.

The scope of this Agreement shall include any marine cargo handling facilities leased by the Port to an independent operator to the extent the Port retains the responsibility for the maintenance or repair of any such leased facility or facilities. In the event the Port leases any existing facilities that are covered under this Agreement to an independent operator, and such operator is responsible for maintenance of such facility, the jurisdiction of the respective crafts shall be maintained in respect to any personnel employed by such operator to perform work covered by the scope of this Agreement and such employees performing such work shall receive not less than the terms and conditions of this Agreement.

## **1. RECOGNITION**

### **Section 1.01**

The Employer recognizes the Unions as sole collective bargaining agents for all employees of the Employer in all classifications employed by the Employer in all of its marine terminal operations, covered under the scope of this Agreement, excluding: supervisors with the power to hire, fire, discipline; office and other administrative employees; professionals, security personnel, longshore personnel, and employees of contractors or tenants of the Employer, and said excluded employees shall not perform any work covered in the scope of this Agreement except as provided in Section 2.06.

### **Section 1.02**

The Employer and the Unions recognize that the addition and deletion of classifications contained in Schedule "A" is subject to mutual agreement.

## **2. UNION SECURITY**

### **Section 2.01**

All employees covered by this Agreement may become and remain members of the Union. The Employer shall notify the Union of all new hires before the first day of work, when reasonably possible. Within thirty-one (31) calendar days after initial employment, a new employee shall have an opportunity to meet with the Union Representative or Steward for up to thirty (30) minutes, without loss of pay, at a time mutually agreeable to the Union and the Employer.

### **Section 2.02**

A period of ninety (90) cumulative days for persons newly employed by the Employer shall constitute an introductory period during which the Employer shall have the right to discharge without any limitations by the Union or this Agreement. Any authorized unpaid leave of absence of 30 days or more during an employee's first ninety (90) days of employment will extend the employee's introductory period by the amount of time that the employee is out on the leave of absence.

### **Section 2.03**

Upon receipt of a written authorization form or membership card signed by an employee, the Employer agrees to deduct dues in an amount determined by the Union from the wages of the employee in accordance with the Public Employee Collective Bargaining Act (PECBA). Such amounts will be made to the individual Unions. The performance of these services is at no cost to the Unions.

Upon receipt of a written authorization form or membership card signed by an employee who chooses to make payment(s) other than dues to the Union, the Employer agrees to deduct such payment(s) to the Union in an amount determined by the Union from the wages of the employee in accordance with the PECBA. The performance of these services is at no cost to the Unions.

An employee may revoke his/her/their authorization for payroll deduction of dues or payment(s) by following each Union's internal process for revocation. Within seventy-two (72) hours of the completion of an employee's revocation, the Union will contact the Employer in writing (which includes notice via email) and ask that the Employer cease payroll deduction of dues and/or payment(s).

Within seventy-two (72) hours of the Employer becoming aware that it has deducted dues or payments from an employee in error and has provided such deductions as payments to the union, the Employer shall notify the Union in writing (which includes notice via email) of such error.

The Union, in a monthly report, will receive a list of all current employees within the bargaining unit, including all new hires, non-members, members, separations from employment, and their current contact information (address, phone number, and email).

#### **Section 2.04**

The Unions shall have the right to appoint one shop steward per craft. The Employer will not in any way discriminate against any shop steward for presenting any complaint, dispute, or grievance to the foreperson or supervisor in the manner provided for in this Agreement.

#### **Section 2.05**

Authorized Union representatives may be granted unpaid leaves of absence to conduct Union business, up to a maximum of 80 hours per contract year for all Union representatives. The Union must give the Marine Maintenance Manager, or designee, as much notice as possible but in no event less than ten (10) calendar days. Approval by Port management will be based on operating requirements.

#### **Section 2.06**

No supervisor nor salaried employee shall perform any of the work covered by this Agreement except in cases of emergency. Emergency is defined as a situation beyond the control of the Employer for which it could not preplan.

#### **Section 2.07**

The Unions shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article or in reliance on any list, notice, authorization, or assignment furnished to the Employer by the Union or employee under this Article.



### **3. HIRING**

#### **Section 3.01**

The Employer retains the right to reject any job applicant referred by the Union. The Employer may discharge any employee who has completed the introductory period for just and sufficient cause.

#### **Section 3.02**

In the interest of maintaining an efficient system of production, providing for an orderly procedure of referral, preserving the legitimate interest of the employees in their employment status within the Port, and of eliminating discrimination in employment, the parties hereto agree to the following system of referral.

#### **Section 3.03**

The Union shall be the sole and exclusive source of referrals of applicants for employment, except that the Employer may rehire retirees for the purpose of training current employees in a specific skill. Said retirees may only train employees within the craft they previously worked in not to exceed six (6) months, per craft, in any one calendar year period.

In those situations where a Union does not maintain a referral list of applicants specifically for maintenance, the Employer and Union agree that the Union can provide up to five (5) applicants whom the Employer may interview.

#### **Section 3.04**

If the Union is unable to refer applicants for employment to the Port within forty-eight (48) hours from the time the Union receives written notice of the request (Saturdays, Sundays, and holidays excluded) the Port shall be free to secure applicants without using the Union referral.

#### **Section 3.05**

All employees referred to the Employer by the Unions under this article shall submit to the making of such records as are or may be required by the Employer for personnel administration.

### **4. NEW HIRES**

#### **Section 4.01**

All new employees shall be classified as temporary for the first six (6) months of employment. Temporary employees will not acquire seniority during this period. Seniority dates will be established on the employees' last hire date in which they

complete six (6) months of continuous employment with the Employer. Any authorized unpaid leave of absence of 30 days or more during an employee's first six (6) months of employment will extend the employee's period of being classified as temporary by the amount of time that the employee is out on the leave of absence.

#### **Section 4.02**

Temporary employees shall be paid at the wage rate contained in Schedule "A." During this period, the employee will accrue all fringe benefits addressed in this Agreement.

### **5. SENIORITY**

#### **Section 5.01**

After completion of an employee's first six (6) months of employment as outlined in Section 4.01, seniority shall be determined by the employee's length of continuous service with the Employer since the employee's last date of hire to work in one of the classifications in Schedule "A."

#### **Section 5.02**

Seniority shall apply in the matter of layoffs and recall.

#### **Section 5.03**

For the purpose of this Article, the time during an employee's authorized leave or during layoff shall count as time of continuous service.

#### **Section 5.04**

An employee's seniority under this article and employment with the Employer shall be terminated under the following conditions:

- A. If the employee is discharged for just cause.
- B. If the employee quits.
- C. If an employee is working for another employer and fails to report for work of thirty (30) or more calendar days' duration with a seventy-two (72) hour notice, excluding Saturdays and Sundays.
- D. If an employee has become permanently unable to perform the duties of the employee's classification determined by a medical examination.
- E. If the employee is off the active Employer payroll for a period of one (1) year, unless the absence is a result of a non-occupational illness/injury when the employee was on the Employer's active payroll or an occupational illness/injury that originated while engaged in the course and scope of employment with the Port.

## **6. STANDARD DAY SHIFT HOURS**

### **Section 6.01**

The basic workweek for employees shall normally be Monday through Friday. However, it is recognized that the Employer's operation may require a five (5) day schedule which includes Saturday and Sunday. Any such schedule shall have two (2) consecutive days off and will be a Tuesday through Saturday or a Sunday through Thursday schedule. The Employer shall not utilize weekend schedules unnecessarily. Once said schedules are set, they shall remain in effect for a minimum of 60 days.

## **7. SHIFTS**

Shift work shall be permitted in all classifications, without restrictions, on the following basis. Once employees are assigned to either the second or third shift, that assignment shall remain in effect for a minimum of five (5) working days. Notice of change of shifts shall be given prior to the end of the employee's workweek before the week in which the change will be effective.

### **Section 7.01**

The standard work day shall be from 8 a.m. to 4:30 p.m. with one thirty (30) minute lunch period. When conditions warrant, the day shift may be from 7 a.m. to 3:30 p.m. provided that all workers in the same craft shall start at the same time.

### **Section 7.02**

First or Regular Daylight Shift: An eight and one-half (8 1/2) hour period less thirty (30) minutes for meals on the employees' time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium.

### **Section 7.03**

Second Shift: An eight (8) hour period less thirty (30) duty-free minutes for meals on the Employer's time. The starting time of the second shift will in no event be earlier than 3:30 p.m. or later than 4:30 p.m. Pay for full second shift period shall be a sum equivalent to eight (8) times the regular hourly rate as set forth in Schedule "A" plus a premium of Two Dollars (\$ 2.00) per hour effective the first full pay period after Commission approval of this Agreement.

### **Section 7.04**

Third Shift: A seven and one-half hour period less thirty (30) duty-free minutes for meals on the Employer's time. The starting time for the third shift will in no event be earlier than 11:30 p.m. or later than 12:30 a.m. Pay for a full third shift will be a

sum equivalent to eight (8) times the regular hourly rate as set forth in Schedule “A” plus a premium of Two Dollars and Fifty Cents (\$2.50) per hour effective the first full pay period after Commission approval of this Agreement.

**Section 7.05**

Any employee who is required to work overtime and is not provided a continuous eight (8) hour rest period after the completion of the regular shift before commencing the next regular shift shall be paid at the overtime rate for such regular shift.

**Section 7.06**

Lunch periods shall be scheduled not earlier than one (1) hour prior to or one (1) hour past midshift.

**Section 7.06.01**

A thirty (30) minute meal period will be allowed on the employee's time if the employee is required to work overtime in excess of two (2) hours immediately before or after the employee's regular shift. With the supervisor's approval, this meal period can be taken anytime within the first two (2) hours of overtime. An employee will be allowed an additional meal period after each subsequent period of overtime worked in excess of four (4) hours.

**Section 7.07**

Employees required by the Employer to take welding tests will be paid for such time required to complete the test.

**8. REST BREAKS**

**Section 8.01**

A rest break of fifteen (15) minutes will be provided for each four (4) hour work segment (or major portion thereof), except in an emergency. Rest breaks will be provided in accordance with Wage and Hour law.

**9. WAGE SCALES**

**Section 9.01**

Employer agrees to pay to its employees and the Union agrees that its members employed by the Employer will accept the wage scales for the various classifications set forth and contained in Schedule “A” of this Agreement.

## **10. HOLIDAYS**

### **Section 10.01**

Recognized holidays are: New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving Day, Christmas Eve Day, and Christmas Day, and shall be paid for at eight (8) times the straight time hourly rate.

### **Section 10.02**

If one of the holidays referred to in Article 10.01 above falls on the employee's first consecutive day off, the preceding work day will be observed as the holiday. If the holiday falls on the employee's second consecutive day off, the following work day will be observed as the holiday.

### **Section 10.03**

The Employer also retains the right to require the employee to work on a recognized holiday, in which case the employee shall be compensated in accordance with Section 11.01 and in addition shall receive regular holiday pay.

### **Section 10.04**

Each employee who has accrued seniority shall receive three (3) personal leave days of the employee's choice each fiscal year. Personal leave days will accrue on the first day of the first pay period of each fiscal year and must be used by the last day of the last pay period of each fiscal year. New employees will not accrue personal leave days until after acquiring seniority as outlined under Section 5.01. However, when seniority is acquired, the employee shall be credited with pro-rated personal leave days effective with their original hire date.

Employees hired during the year will receive a prorated amount for the remaining months of the fiscal year, including the month in which they are hired. The personal leave days may not be carried over from year to year, and employees may not schedule the last day(s) of employment as personal leave.

### **Section 10.05**

An employee shall receive eight (8) times the day shift hourly rate of pay for each of the above holidays, provided:

- A. The employee is on pay status on the workday prior to or the workday following such holiday or the employee is on an unpaid leave of absence approved by the Employer, or a temporary layoff, not to exceed fifteen (15) days in either situation.

## **11. OVERTIME**

### **Section 11.01**

Overtime at the rate of time and one-half (1 ½) an employee's established hourly rate as set forth in Schedule "A" shall be paid for all work performed outside of or in excess of an employee's established shift hours. Double time will be paid for work performed on the employee's sixth and seventh workday and on recognized holidays.

### **Section 11.02**

An employee required to work through the regular lunch period shall receive the established overtime rate for such lunch period and shall thereafter be allowed a reasonable opportunity to eat lunch on the Employer's time.

## **12. VACATION**

### **Section 12.01**

Vacation shall accrue according to the following schedule and shall be prorated according to the hours worked in each pay period:

<u>Length of Service</u>	<u>Days Accrued Per Year</u>	<u>Maximum Accrual</u>
0 to <4 years	10 days per year	20 days
4+ to <9 years	15 days per year	30 days
9+ to <19 years	20 days per year	40 days
19+ to <20 years or more	25 days per year	50 days

### **Section 12.02**

Vacation accrual may not accumulate beyond two (2) years. When employment is terminated, the employee's accumulated vacation will be paid. When an employee is placed in a layoff status, the employee's accumulated vacation will only be paid upon request from the employee. Employees may not schedule the last day(s) of employment as vacation.

### **Section 12.03**

For the purposes of determining vacation eligibility for employees who had a break in employment with the Port, years of employment will be determined by crediting any previous employment prior to the most recent hire date only if the previous employment period was longer than the break in employment. This section shall apply only to employees who previously have obtained seniority rights as outlined under Section 5.01 of this Agreement.

## **13. SICK LEAVE**

### **Section 13.01**

Employees will accumulate sick leave at the rate of twelve (12) days per year with no limitation to the accumulation.

### **Section 13.02**

When an employee is unable to work because of illness, the employee shall notify the immediate supervisor, or designee, of the employee's absence as promptly as available means of communication permits. Sick leave accrued will be available for use on the first workday missed.

A physician's certificate will not be automatically required as a precondition of sick leave benefits. However, the Employer reserves the right to require a physician's certificate in the case of an extended illness; or, when the Employer has reason to believe that an employee is abusing sick leave benefits, future absences may require a physician's certificate as a precondition to sick leave benefits.

### **Section 13.03**

An employee may use accumulated sick leave, up to a maximum of sixteen (16) hours, to provide care during an illness or disability of the employee's spouse/domestic partner (both same-sex and opposite sex), children or step-children that is not covered under FMLA/OFLA. The maximum of sixteen (16) hours applies to any one illness or disability.

### **Section 13.04**

An employee shall be permitted time off for doctor or dental appointments. Time off for such appointments will be charged to the employee's accumulated sick leave. The employee may be required to furnish to the Employer a certificate of actual time off for such appointments. Appointments will be scheduled early or late in the day to keep interference with the employee's regular duties at a minimum.

### **Section 13.05**

The Port will make the provisions of ORS 238.350 (which allows fifty percent [50%] of unused sick leave as a retirement credit) available to the employee.

## **14. MANAGEMENT RIGHTS**

### **Section 14.01**

The right to hire and to maintain order and efficiency is the sole responsibility of the Employer. The right to promote and the right to discipline and discharge for cause are rightfully the sole responsibility of the Employer, provided that claims of wrong and unjust discipline shall be subject to the grievance procedure.

#### **Section 14.02**

The Union recognizes other rights and responsibilities belonging solely to the Employer; prominent among them, but by no means wholly inclusive, being the unrestricted rights to instruct its employees as to their normal duties; to regulate methods of production or the kind of machinery, apparatus, or equipment used; and to set up the most efficient system of production. In exercising its right hereunder, the Employer agrees that it will not violate any provision of this Agreement.

### **15. PAYDAY**

#### **Section 15.01**

Payday shall be biweekly.

#### **Section 15.02**

In case an employee is laid off or discharged by the Employer, or the employee resigns, the employee shall receive final pay in compliance with State law.

### **16. STRIKES AND LOCKOUTS BARRED**

#### **Section 16.01**

There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This Agreement is a guarantee that for its duration there will be neither strikes, picketing, nor lockouts, and all complaints, grievances, or disputes arising under its provisions will be settled pursuant to its grievance procedure.

#### **Section 16.02**

Picketing: Subject to the provisions of ORS 243.732 and notwithstanding any provision of this article, it shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful, primary ILWU labor dispute. This shall not apply in the case of emergency of need to maintain essential services, or to protect health, life, or property.



## **17. RETIREMENT**

### **Section 17.01**

The Oregon Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) shall be the retirement systems for the employees.

### **Section 17.02**

The Employer shall assume and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for employees participating in PERS and/or OPSRP. Such payment of employee member contributions to the system shall continue for the life of this Agreement.

## **18. HEALTH AND WELFARE**

### **Section 18.01**

Any employee compensated eighty (80) hours or more in a calendar month is eligible for medical and vision benefits for the following month. Employees must submit their application for coverage within 31 days of employment in order to be effective the first of the month following initial eligibility outlined above. If applications are not received within this 31-day period, employees can enroll at the next open enrollment period, or if they have a qualifying event (marriage, divorce, birth, death, loss/gain of other coverage).

Upon being newly hired or during annual open enrollment thereafter, employees may opt out of the Employer's medical, dental and vision plans at their own choosing upon written notification to the Employer via a Health Application and Change Form.

#### **Medical Insurance:**

The Employer will provide a choice of two (2) insurance carriers for employees and their eligible dependents - one carrier will be for a Preferred Provider Organization (PPO), the second will be a health maintenance organization (HMO).

Any changes to the medical insurance, except those mandated by the carriers, will be bargained with the Association. If the Employer switches from the current providers, the Employer will offer a plan of equal or better coverage.

Medical benefits provided under the PPO plan and the HMO plan will be the same plans and benefits that are provided to the administrative employees.. The PPO plan will be a high-deductible plan. The Port will establish Health Savings Accounts (HSAs) for employees who elect the high-deductible PPO plan and make contributions on the employees’ behalf in accordance with the following schedule below.

Wellness Plan: Effective benefit plan year 2022, employees on the HDHP plan who have successfully completed Port Wellness activities as determined by the Employer are eligible to receive a minimum of at least \$200 contributed to their HSA account when paid annually by the Employer.

Effective benefit plan year 2022 and for employees on the HMO plan who have successfully completed Port Wellness activities as determined by the Employer are eligible to receive a minimum of at least ten percent (10%) reduction in employee monthly premium contributions.

The Port Wellness programs are voluntary. No spouse or partner will be required to participate in the Employer’s Wellness program. The Employer retains the discretion to augment the Wellness contribution or percentage premium discount, respectively, without establishing a past practice for subsequent years.

HSA Contributions per plan year:

Group	2022	2023	2024				
EE Only	\$300	\$300	\$300				
EE + Dependent(s)	\$800	\$800	\$800				

The Employer will pay the entire amount of its contributions to HSAs in the first full pay period in January in 2022, 2023 and 2024. Employer contributions to HSAs for employees hired mid-year will be prorated.

Each benefit plan year, the Employer shall contribute the equivalent amounts above into a Health Reimbursement Account (HRA) for those employees who elect the high-deductible PPO plan but who are otherwise ineligible to have an HSA under IRS regulations.

Vision Insurance: The Employer will provide a vision care program for employees and their eligible dependents that covers basic vision services.

### **Section 18.02**

Dental Insurance: The Employer will provide a dental care program for employees and their eligible dependents. Dental insurance for employees and their eligible dependents is effective the same month of initial eligibility for medical and vision benefits has been met, provided at least eighty (80) hours are worked in each month. Employees must submit their application for coverage within 31 days of employment. If applications are not received within this 31-day period, employees can enroll at the next open enrollment period, or if they have a qualifying event (marriage, divorce, birth, death, loss/gain of other coverage). Following initial eligibility, employees continuing to work at least eighty (80) hours in a calendar month will be eligible for dental benefits for themselves and their eligible dependents for the following month. There will be a choice of two (2) insurance carriers.

### **Section 18.03**

Employees will pay eight percent (8.0%) of the blended monthly composite premium based on the medical premium subject to annual changes as specified by carrier renewals. At the employee's option, any employee contribution may be paid with pre-taxed earnings.

### **Section 18.04**

The Employer shall provide the same short-term disability plan that is provided to administrative employees to the employees covered by this Agreement at the Employer's expense. The Employer will provide the same long-term disability insurance program that is provided to administrative employees.

### **Section 18.05**

Any employee who, during the life of this Agreement, sustains an injury which is accepted under the Workers' Compensation laws shall, in addition to monies paid as statutory workers' compensation benefits, receive from the Employer an amount through the regular payroll system that, combined with the monies paid as statutory benefits, will equal the employee's net straight time wages. This coverage will be for a period not to exceed ninety (90) calendar days from the date upon which such

Workers' Compensation payments commence. The Employer may act to grant an additional sixty (60) day extension.

**Section 18.06**

A Fifty Thousand Dollar (\$50,000) life insurance policy will be provided each employee. Employees may purchase additional term life insurance for the employee and their spouse and dependent children. This insurance plan will be the same as the plan offered to non-represented employees and is contingent upon the availability of such plan. The cost of this coverage is paid by the employee.

**Section 18.07**

After accruing seniority as outlined in Section 4.01, employees on layoff or disability and not in a pay status will receive one (1) month's medical, dental and vision insurance coverage for every three (3) months employed by the Employer, up to a maximum of twelve (12) months coverage during the life of this Agreement, or until the employee is eligible for Medicare, whichever occurs first. Example: an employee will not be credited with extended coverage for the first six (6) months of employment. After six (6) months the employee will be credited with one (1) month for each three months of employment. A one (1) year employee will have two (2) months of coverage. This continuation runs concurrently with an employee's rights under federal and state law for health insurance continuation.

**Section 18.08**

The Employer will provide a Flexible Spending Account plan for employees. This benefit will be the same as the administrative plan. Any changes to the administrative plan will be made automatically to the plan offered to the employees covered under this Agreement.

**Section 18.09**

Retirement health care coverage premium: Refer to the Letter of Agreement dated May 24, 2007 regarding retirement health care coverage.

**Section 18.10 – Critical Illness and Accident Plans**

Subsequent to ratification of this bargaining agreement by the Unions and approval by the Port Commission, as soon as practical, each employee covered by this

bargaining agreement will be provided a critical illness plan and accident plan by the Port.

- A. The Port-provided critical illness plan will be a \$ 5,000 employee-only policy.
- B. The Port-provided accident plan will be an employee-only policy.
- C. Employees may purchase additional coverage for the employee and eligible dependents. The cost of such additional elective coverage is paid for by the employee and contingent upon the continued availability of such coverage by the provider.

## **19. BEREAVEMENT LEAVE**

### **Section 19.01**

An employee shall be allowed a maximum of three (3) days time off duty without deduction of pay by reason of the death of the employee's immediate family. Immediate family is defined as the employee's current spouse or domestic partner (both same- and opposite-sex), as well as the parents, step-parents, children, step-children, child in loco parentis status, sister, step-sister, brother, step-brother, grandparents, great-grandparents or grandchildren of the employee's current spouse or domestic partner. If it is necessary for the employee to travel a significant distance out of the area (e.g., via airplane, train) and where there are special circumstances when additional time is required to assist in making arrangements and/or attend the funeral or services, a maximum up to a five (5) day leave will be granted to allow for travel time. Approval for bereavement leave shall be made by the supervisor.

If the employee is physically and/or mentally unable to return to work after the applicable three to five workdays of bereavement leave, the employee may utilize paid sick leave in accordance with the provisions of Article 13 for additional time away to grieve. The time away may also qualify as FMLA/OFLA covered leave.

## **20. JURY DUTY AND COURT APPEARANCES**

### **Section 20.01**

Jury Duty: The Employer shall pay the employee's straight-time hourly rate when a regular full time-employee is required to serve on jury duty under a subpoena or court order. Employees who receive paid leave for jury duty must waive jury duty fees, but may retain reimbursements for mileage, meals and/or lodging.

### **Section 20.02**

Court Appearances: If an employee is subpoenaed to appear in court or at a deposition as a witness, other than in a lawsuit in which the Port is the defendant and the employee is the plaintiff, and the subpoena results from the employee's performance of job duties at the Port, the time and fees, if any, are treated the same as jury duty. If an employee is subpoenaed to appear in court or at a deposition on a matter which does not result from performance of job duties, or in which the Port is the defendant and the employee is the plaintiff, the time away from work must be charged to vacation or unpaid leave.

### **Section 20.03**

When an employee is notified of selection for jury duty or is subpoenaed to appear in court or at a deposition, and the employee gives the required notice to the immediate supervisor, or designee, a temporary transfer of shifts will take place. For the duration of such jury duty or court appearance, an employee's shift will be from 8:00 am to 5:00 pm Monday through Friday. The employee must give the immediate supervisor as much notice as possible, but no less than 10 calendar days. If the employee reports for jury duty or court and is not called, or serves less than four (4) hours, the employee is to report to the immediate supervisor, or designee, for possible work assignment.

## **21. FAMILY AND MEDICAL LEAVE**

### **Section 21.01**

Eligible employees shall be entitled to leave as provided under and in compliance with federal and state family and medical leave laws. While on this leave, the employee may use accrued vacation time to receive pay.

## **22. UNPAID LEAVE OF ABSENCE**

### **Section 22.01**

An employee may take up to four (4) working days off without pay during any calendar year before being required to use accrued vacation.

## **23. GRIEVANCES, COMPLAINTS, AND ARBITRATION**

### **Section 23.01**

To promote better Employer/Employee relations, both parties pledge their immediate cooperation to settle any grievances or complaints involving an alleged

violation of a provision of this Agreement. The following procedure shall be the sole procedure to be utilized for that purpose:

### **Section 23.02**

Disciplinary actions or measures shall include reprimand, demotion, suspension, and/or discharge. Any disciplinary action or measure may be imposed upon an employee only for just cause, and may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, every effort will be made not to embarrass the employee before other employees or the public. If the Employer has reason to discuss any disciplinary action, the employee shall be given the option of having a Union representative present at any such discussion.

#### **Section 23.02.01**

The Employer will not discharge any employee who has completed the introductory period without just cause. If the Employer feels that there is just cause for discharge, the employee involved will be suspended for seven (7) calendar days before the discharge is effective. The employee and the Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the nature of the offense for which the employee is being discharged, in detail, specifying dates, locations, and the particular nature of the offense committed by the employee. The Union shall have the right to appeal any disciplinary action within five (5) working days of receipt of notice as a grievance at Section 23.03.02 of the grievance procedure.

### **Section 23.03**

Any employee claiming a breach of any provision of this Agreement shall refer the matter to the supervisor not covered by this Agreement and may be accompanied by a Union representative in any discussion following such reference to the supervisor. The steps and time limits for resolution of the matter are as follows:

#### **Section 23.03.01 – First Step**

The employee must refer the matter to the supervisor not covered by this Agreement within seven (7) calendar days of the alleged contract violation. The Union may take up any alleged violation of this Agreement, with or without permission of the employee.

#### **Section 23.03.02 – Second Step**

If not resolved at the first step within fourteen (14) calendar days of the reference to the supervisor, the grievance may be referred by the Union to the appropriate Marine Manager or designee. Such referral must be in writing, shall state the name of the grievant(s), the date of the grievance, the nature of the grievance, the section(s) of the contract allegedly violated, and the remedy requested. The appropriate Marine Manager, or designee, shall meet with the representatives of the Union.

Neither the Employer nor the Union shall have more than two (2) representatives at this meeting unless mutually agreed otherwise.

#### Section 23.03.03 – Third Step

If the grievance is not resolved at the second step within fourteen (14) calendar days of the reference to the appropriate Marine Manager, the Union may refer the grievance to the Labor Relations Manager, or designee. Such referral must be in writing and be within fourteen (14) calendar days from the date of response (or lack of response) from the appropriate Marine Manager. Labor Relations will respond in writing to the Union within fourteen (14) calendar days of receipt.

#### Section 23.03.04 – Fourth Step

If the grievance is not resolved at the third step within fourteen (14) days of the reference to the Labor Relations Manager, and the Union wishes to pursue the matter, the grievance may be submitted to arbitration. In the event the Union elects to file for arbitration, the Union must send a copy of its submission to the Labor Relations Manager.

Within fourteen (14) calendar days of submitting the grievance to arbitration, the Union shall request a panel of seven (7) members from the National Academy of Arbitrators with their principal place of residence in Washington or Oregon to the Federal Mediation & Conciliation Service. The parties shall equally share the cost of the FM&CS list.

Within fourteen (14) calendar days of receiving the list, the Union will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the Union striking the first name, until one name remains and he/she shall serve as the arbitrator.

#### **Section 23.04**

The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement.



The decision must be received from the arbitrator within thirty (30) calendar days of the closing of the hearing or the receipt of post-hearing briefs. The arbitrator's decision may also provide retroactivity not to exceed (60) days prior to the date the grievance is filed and shall state the effective date.

**Section 23.05**

Failure on the part of the moving party to process grievances within the time limits at any time in accordance with the provisions of this Article shall constitute a waiver of the grievance. However, timelines at any stage of the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union.

**Section 23.06**

The losing party shall pay the arbitrator's fee, the cost of any hearing room and cost of a court reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them.

**24. TOOLS**

**Section 24.01**

The Employer will furnish such tools that are necessary for the performance of the employee's job.

**25. TRAINING**

**Section 25.01**

If a training or apprenticeship program is implemented, the Employer agrees to make hourly contributions to the appropriate union's training or apprentice fund, based on the hours worked by employees in the same craft. Contributions will continue to be made as long as the training program is in effect.

If the Employer and any Union covered by this Agreement decide to implement an apprenticeship program, the Employer agrees to utilize the Union's existing apprenticeship program, if applicable. Selection of apprentices by the Port shall be done in consultation with the affected union. The sole responsibility for hiring apprentices shall rest with the Employer.

**Section 25.02**

Effective upon Commission approval, the Employer will reimburse One Hundred percent (100.0%) of the cost of licensing fees and/or continuing education to meet

the minimum requirements for those licenses for any craft when the Employer requires the employee who has accrued seniority to have a license or certification. The employee must complete an expense report and present a receipt for the license or certificate to the Maintenance Manager, or designee, in accordance with Port policy prior to reimbursement. New employees will not be eligible for this reimbursement until after accruing seniority as outlined under Section 4.01. When seniority is acquired, the employee will be eligible for reimbursement for the cost of licensing fees and/or continuing education incurred after acquiring seniority.

## **26. REPORTING PAY AND MINIMUM PAY**

### **Section 26.01**

Employees starting a shift or called after the starting time of a shift shall receive not less than four (4) hours' pay for the first period of shift; and, if required to continue on second period of shift, they shall receive pay for a full shift.

### **Section 26.02**

Employees required to report for work not continuous with their assigned shift hours, or on Saturdays or Sundays when not a part of the employee's established shift, or on holidays, shall receive not less than four (4) hours' pay at the specified overtime rate.

### **Section 26.03**

Employees who voluntarily quit, voluntarily lay off, or are discharged for cause shall be paid only for actual hours worked.

## **27. UNION REPRESENTATIVE**

### **Section 27.01**

The Business Representative of the Union shall have access to the Employer's operations provided they do not interfere or cause employees to neglect their work. Union access shall be in compliance with employer security processes (i.e. TWIC).

## **28. SAFETY**

### **Section 28.01**

The Employer shall furnish all safety protective devices needed to protect its employees and will exert every reasonable effort to provide and maintain safe and healthful working conditions. The Unions will encourage their members to work in a safe manner. Adequate raingear will be provided for all crafts as necessary.

**Section 28.02**

The Employer will reimburse employees for safety shoes, up to a maximum of One Hundred and Fifty and NO/100 Dollars (\$ 150.00) per contract year. Said shoes must conform to applicable current ANSI standards. The employee must present a receipt for the safety shoes to the Maintenance Manager, or designee, prior to reimbursement. The annual allowance of \$ 150.00 may be carried over one year to a maximum of \$ 300.00 if the employee has not been reimbursed for safety shoes during the previous year. Employees shall wear safety shoes as required.

**Section 28.03**

The Employer will reimburse employees for prescription safety glasses in accordance with Port policy No. 7.5.15 on Prescription Eyewear/Safety Glasses.

**Section 28.04**

The Oregon Occupational Safety and Health Code shall apply for safety committee formation, membership, duties, functions, training and instruction. The Unions may continue to designate at least one representative to represent the craft employees covered by this agreement.

**Section 28.05**

As a safety measure, when electricians work on energized circuits of four hundred and forty (440) volts or over, there will be another journeyman in the immediate vicinity.

**29. ALCOHOL AND CONTROLLED SUBSTANCES POLICY**

**Section 29.01**

The Port of Portland is committed to maintaining a safe, healthful, and productive work place. The Employer recognizes its responsibility to its employees, customers, tenants, and the general public to ensure safe working conditions. To satisfy these responsibilities, the Employer will establish a work environment where its employees are free from the effects of drugs, alcohol, or other job-impairing substances.

Employees covered by this agreement shall be covered by the Port of Portland Alcohol and Controlled Substance Policy (Policy No. 7.3.05 Revised September 26, 2018). Any changes in that policy will be submitted to the union prior to implementation, and any dispute arising out of said changes shall be subject to the grievance and arbitration procedures of the labor agreement.

### **30. SAVINGS CLAUSE**

#### **Section 30.01**

Should any part hereof or any provision herein contained 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 of such part or portion of this Agreement shall not invalidate the remaining portion thereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### **Section 30.02**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Unions for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

### **31. EMPLOYEE RELATIONS MEETINGS**

#### **Section 31.01**

The Employer and the Union will schedule periodic meetings with a goal of promoting mutual understanding and improving communications. The meetings will be scheduled on the Employer's time but attendance will not be mandatory.

The Employer and the Union shall advise the other, as far in advance as possible, the subject(s) to be discussed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 3/17/2022.

FOR THE DISTRICT COUNCIL  
OF TRADE UNIONS

THE PORT OF PORTLAND

DocuSigned by:  
By Garth Bachman  
Electrical Workers, Local 48

DocuSigned by:  
By Curtis Robinhold  
Executive Director

Portion agreed to and signed by  
IBEW LU 48 is hereby approved  
INTERNATIONAL OFFICE - I.B.E.W.  
  
June 28, 2023  
  
*James H. Cooper*  
International President

DocuSigned by:  
By Scott Schaefer  
Pacific Northwest Regional  
Council of Carpenters

DocuSigned by:  
By Blaise Lamplier  
Labor Relations Manager

DocuSigned by:  
By Nicholas  
Plumbers, Local 200

APPROVED AS TO FORM:

DocuSigned by:  
By Farrell Richartz  
Municipal Employees, Local 483

DocuSigned by:  
By Alisha Kormanly  
Counsel for the Port

DocuSigned by:  
By Jack L. Johnson  
Painters District Council, Local 5

APPROVED BY COMMISSION:  
May 12, 2021

DocuSigned by:  
By James Anderson  
Operating Engineers, Local 701

DocuSigned by:  
By Brent Stephens  
Boilermakers, Local 242

**SCHEDULE A**  
THE PORT OF PORTLAND  
MARINE TERMINAL WAGE SCALE

**Effective July 1, 2021, base wages for all classifications will be increased by 2.0%. This increase is included in the table below:**

<u>Job Classification</u>	<u>July 1, 2021</u>
Electricians	\$ 45.20
Boilermakers	\$ 41.13
Carpenters	\$ 39.30
Laborers	\$ 36.55
Plumbers	\$ 42.32
Operating Engineers	\$ 39.30
Painters	\$ 38.49

Effective July 14, 2022, there will be a 2.95% increase to base wages. Effective that same date, a \$ 1.00 per hour market adjustment will be applied to the Plumbers classification and the Operating Engineers classification before the application of the 2.95% increase.

Effective July 6, 2023, there will be a 2.5% minimum to a 4.0% maximum increase to base wages for all classifications based on the U.S. Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), West Region – Size Class A Cities – Second Half, as reported in January 2023.

Working Forepersons shall receive Two Dollars and Fifty Cents (\$2.50) over their base wage rate.

General Forepersons shall receive Three Dollars and Fifty Cents (\$3.50) over the journeyman base wage rate.