# Contract Extension and Modification Between Port of Vancouver Trade Council and Port of Vancouver

The Port of Vancouver, a municipal corporation of the State of Washington (hereinafter referred to as "the Port") and the Port of Vancouver Trade Council, through the Unions signatory hereto (hereinafter referred to as "the Unions"), hereby agree to the following:

- I. The 2022-2025 Collective Bargaining Agreement between the Port and the Unions shall be extended for three (3) years. The new expiration date shall be June 30, 2028. This shall be referred to as the 2025-2028 Agreement.
- II. All terms and conditions in the 2022-2025 Agreement shall remain in effect throughout the life of the 2025-2028 Agreement, except for wages, fringe benefits, breaks, hazard pay, and paid holidays, which shall follow the terms provided in this Contract Extension and Modification, effective July 1, 2025.
- III. Wages shall continue to adjust in accordance with the requirements of Article 7 (Terms and Conditions), which requires the Port to "pay, on an hourly basis; to all regular journey level employees and foremen an hourly rate equal to the construction rates as defined by the labor agreements between the Unions and construction contractors in Vancouver, Washington," and also as it applies to apprentices.
- IV. Fringe benefits shall continue to adjust in accordance with Article 17 (Trust Agreements), which requires the Employer to "provide benefits covered under the conditions set forth in the appropriate local union's construction labor agreement in the same amount and manner now in effect or hereafter modified during the term of this Agreement which has been historically followed by the Port," as well as adjustments to any of the "terms and conditions of Pension, Health & Welfare, Vacation, Training, and such other trust or trusts as set forth in the current area construction agreements, except employer association or contract administration funds."
- V. The Port and the Unions agree to the following modifications to address breaks, hazard pay, and paid holidays.

# **ARTICLE 8 SHIFTS**

Remove Section F. from the 2022-2025 Agreement and replace it with the language below.

Section F. For every four (4) hours worked, employees are entitled to a ten- (10-) minute paid rest break. For shifts exceeding five (5) hours, a thirty- (30-) minute unpaid meal break is mandatory, to be taken between the second and fifth hour of work. Additional meal breaks are

required for shifts over eleven hours. If a meal break is interrupted and work is required, the employer must pay for the interrupted portion in accordance with the requirements outlined by the Washington State Labor & Industries (L&I).

### Add Section H.

Section H. Hazard Pay: PVTC members working on a shift with an air quality, inclement weather, or other hazard, as defined below, shall receive one and one-half (1 ½) times their hourly rate for the hours worked under such conditions. In the event that management closes the Port or requires PVTC employees to not report for work due to these hazard conditions, PVTC members will not be paid for that day of work. Hazard pay will only apply to PVTC members that are required to come into work. If a PVTC member is called into work during a Hazard Pay event, they will only receive Hazard Pay rates. No other additional pay rates will apply.

**Inclement Weather Hazard** – An inclement weather hazard exists when the Port closes the terminal for receipt and delivery operations as a result of snow or ice. This hazard does not include delayed terminal openings or vessel operations.

Air Quality Index Hazard – An air quality index (AQI) hazard exists when the AQI is 201 or greater. The Port of Vancouver's two air quality monitors (located on the Port of Vancouver) shall be used to determine AQI hazards. If one of the two monitors indicates the AQI is 201 or greater, hazard pay will be initiated for the current shift. The hazard pay will be in effect for the entirety of the shift if the AQI reaches 201 at any point during the work shift. PVTC members are required to wear the appropriate PPE per the port's Wildfire Smoke Policy.

MARSEC Hazard – A MARSEC Hazard exists when the US Coast Guard increases the Port's MARSEC Level to 3, requiring the Port to cease terminal operations. MARSEC Level 3 requires specific protective security measures to be maintained for a limited period of time when a transportation security incident is probable, imminent or has occurred. This hazard does not include drills or exercises.

## **ARTICLE 11 HOLIDAYS**

Remove Section A. from the 2022-2025 Agreement and replace it with the language below.

Section A. PVTC members will be paid for holidays in the same manner as the administrative staff. They will be compensated for 8 hours of regular time pay. The following are the observed Port holidays:

# **Holidays Observed:**

- 1.) New Year's Day
- 2.) President's Day
- 3.) Juneteenth Day
- 4.) Labor Day
- 5.) Thanksgiving Day
- 6.) Christmas Day

- 7.) Martin Luther King Birthday
- 8.) Memorial Day
- 9.) Independence Day
- 10.) Veterans Day
- 11.) Day after Thanksgiving Day

Pat Christensen

Plumbers and Steamfitters, UA

Local 290

This Contract Extension and Modification constitutes the complete agreement between the Port and the Unions regarding the terms for extending and modifying the 2022-2025 Agreement to create the 2025-2028 Agreement. Additional modifications to the 2025-2028 Agreement may only be made by mutual agreement between the Employer and the Unions and must be in writing and signed by a representative from each party.

IN witness whereof, the parties here to have executed this Agreement the day of , 2025. PORT OF VANCOUVER TRADE COUNCIL PORT OF VANCOUVER DocuSigned by: relian Connaily By: By: President, PVTC Julianna Marler, CEO LIUNA, Local 335 Port of Vancouver DocuSigned by: By: By: IBEW Local 48 Jonathan Eder, CAO Port of Vancouver Signed by: Doug Hicks llicia I, Lowe Western States Regional By: Council of Carpenters Alisa Lowe, Council to the Port of Vancouver Sprinkler Fitters, UA Local 669 -Signed by: Portion agreed to and signed by James anderson By: IBEW LU 48 is hereby approved -EEF94F3892ED434.. International Union of Operating INTERNATIONAL OFFICE - I.B.E.W. Engineers, Local 701 June 12, 2025 Signed by:

International President