

AGREEMENT

By and Between
PORT OF PORT TOWNSEND
and

Teamsters Local 589

For the Period January 1, 2025 through December 31, 2027

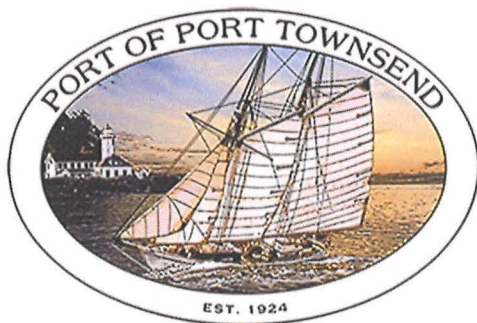


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PREAMBLE: This Agreement is made and entered by and between the Port of Port Townsend, hereafter referred to as the "Port" and the Teamsters' Local Union No. 589, hereinafter referred to as "Union". The purpose of this Agreement is to promote harmonious relations between the Port and employees covered by this Agreement; to establish an equitable format for resolving misunderstandings and disputes; and to establish salaries, benefits, hours of work, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 The Port recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and part-time employees of the Port of Port Townsend, which are identified in the Classification Appendix to this Agreement, Appendix B. Employees covered by this Agreement shall not include contract employees, positions funded by one-time state or federal grant money, and temporary employees who work less than twelve (12) calendar months. Temporary employees will not be appointed to fill a position above the entry level unless it is determined that qualified regular employees are not available to fill the higher position.

1.2 Any questions or disputes concerning representation shall be referred to the Public Employment Relations Commission as a unit clarification proceeding.

ARTICLE 2 - UNION

Section 2.1 Notification on New Hires

The Port agrees to notify the Union and shop stewards in writing within thirty (30) calendar days of any new positions and/or new bargaining unit employees within departments conducting bargaining unit work. The Union shall advise the Port in writing of the names of the shop stewards. Electronic notification is the equivalent of written notification.

Section 2.2 Dues Deduction Procedure

The Port shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Port in writing. In addition, the Port shall provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend, and hold the Port harmless against any all claims, suits, orders and judgments brought against the Port as a result of any payroll deduction made on the Union's behalf until such time as the authoring employee revokes their authorization. A deduction will not be made if the employee is in an unpaid status the entire pay period. Employee must notify union to process a withdrawal card during time of unpaid absence.

Section 2.3 Revocation. The represented employee's authorization for dues deduction shall remain in full force and effect until a written notice revoking the same is executed by the employee and delivered to the Union with a copy provided to the Port. After the Port receives confirmation from the Union that the employee has revoked authorization for deductions, the Port shall end the deduction no later than the second payroll period after receipt of confirmation. The Union may also give the Port written notice to discontinue dues check-off.

ARTICLE 3 - NON-DISCRIMINATION

3.1 There shall be no discrimination by the Port or the Union against any employee engaging in lawful Union activity.

3.2 Neither the Port nor the Union shall unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discipline, dismissal or otherwise because of age, sex, sexual orientation, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical disability. If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint shall not also be processed as a grievance under this Agreement.

ARTICLE 4 - RIGHTS OF MANAGEMENT

4.1 Subject only to the terms and conditions of the Agreement all of management's inherent rights, powers, and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Port. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, and business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any work; the right to make and enforce reasonable work rules and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work; and the right to control the scheduling and record thereof; the right to determine the number of employees and the direction of the working forces; and the right to hire, select and train, discipline, suspend, discharge non-probationary employees for just cause, assign, promote, retire, and transfer its employees.

4.2 The Port and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.3 The Port agrees that employees will not be laid off as a direct result of a decision to subcontract portions of the work of the Port.

ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS

5.1 Employees shall report all on the job injuries to their immediate supervisor and shall fully complete appropriate accident forms. Such injury shall be subject to the provisions of Worker's Compensation benefits.

5.2 Duly authorized representatives of the Union shall be permitted access to the properties of the Port at reasonable times for the purpose of observing working conditions and transacting Union business, provided, however, that the Union Representative first secures approval from the Port Executive Director or designee and that no interference with the work of employees or the proper operation of the Port shall result.

5.3 The Port agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.

5.4 The Union shall be permitted to establish job stewards. The duties of the job steward shall be to give the Union notice of new employees hired and to receive complaints which will be communicated to the Business Agent of the Union, who in turn will take the matter up with the Port. The job steward may sign up new members. There shall be no loss of productivity by the shop steward or steward activities will be off the clock and uncompensated by the Port.

5.4.1 An employee in the Bargaining Unit (Shop Steward and/or member of the negotiating committee may be granted reasonable time-off (on the Ports time) while engaged in official Union/Employer business involving contractual matters, such as attending a grievance meeting, or labor-management meeting, **provided:**

1. They notify the Port Executive Director or Manager, at least twenty-four (24) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement.
2. The Employer is able to properly staff the employee's job duties during the time-off period.

5.5 Dues Check Off.

5.5.1 The Port will deduct regular Union initiation fees and dues when notified by the Union that the employee has signed an authorization card in accordance with RCW 41.56.110.

5.5.2 The Union will supply the Port signed payroll deduction authorization cards for the payroll deduction of Union initiation fees and dues for the Port's records.

5.5.3 Monies so deducted shall be mailed to the office of the Union on or before the tenth (10th) of each month, accompanied with a list of the employees and amount deducted. Deduction of dues shall be optional with the employee. Employees who sign an authorization form may revoke such authorization in accordance with RCW 41.56.110.

5.6 The Port will comply with all State and Federal Safety standards in accordance with its knowledge of same.

5.7 The Port shall provide sanitary facilities for all employees unless such a requirement is unduly burdensome.

ARTICLE 6 – WAGES

6.1 See Appendix "A" for Wage Schedule.

6.2 See Appendix "B" for Classification Schedule.

6.3 No employee shall suffer a reduction in pay due to being assigned light duty.

6.4 Out of Class Pay: Employees designated by management for five (5) or more continuous days to substitute for their supervisor/management will receive a 10% premium for hours worked during such designated period. Employees assigned with mutual agreement between employer and employee in writing to perform duties in a higher classification and job description for five (5) or more continuous days will receive a 5% premium for each hour the employee performs work in the higher classification.

6.5 Effective with the ratification of the 2025-2027 union contract, employees with five (5) or more full years of continuous service will receive a one-time longevity bonus at each milestone as outlined below:

Five years of employment	\$ 500.00
Ten years employment	\$1,000.00
Fifteen years employment	\$1,500.00
Twenty years employment	\$2,000.00
Twenty five years of employment	\$2,500.00

ARTICLE 7 - SENIORITY, TRIAL PERIOD, & PROMOTIONS

7.1 No employee shall have their seniority established prior to completing six (6) months continuous employment with the Port. Both the Port and the Union recognize the importance of filling each job position with the most capable individual available. In promoting, the Port will recognize skill and seniority of the applying employee. Seniority according to this agreement shall consist of continuous full-time employment with the Port beginning with the date of most recent hire into a regular position. Seniority shall not be lost because of absence due to illness, injury, authorized leave of absence or temporary layoff of less than thirteen (13) months. After thirteen (13) months of absence from the job, unless extended by the Port and Union in writing, seniority shall be broken and lost.

7.1.1 The Port agrees that in the event a new Union position is to be advertised for employment the Port will, when reasonable to do so, post a notice in house of the vacancy at least 14 days prior to the public notice of the vacancy. If an employee applies for the open position through the written application process they will receive a written letter that management has received and reviewed their desire for the open position.

7.2 Employees being promoted to a regular higher classification shall have a six (6) month trial period. If the employee does not complete the probationary period, said employee shall be returned to their previously held position.

7.3 Temporary employees hired on a regular basis shall receive credit for all continuous, uninterrupted time served for the Port beginning with the most recent hire date.

7.4 Trial Period. Each employee shall serve a trial/probationary period of six (6) calendar months after first being appointed to a regular position. Such trial period may be extended once by the Port upon notification of the Union not later than two (2) calendar weeks prior to the completion of the original trial period. If the trial period is extended the notice shall contain the reason for the extension, the length of extension and a copy of the notice will be provided to the affected employee. An employee may be discharged during the trial/probationary period without just cause and such action shall not be grievable under this Agreement.

7.5 Due to the ever changing needs of the Port and advances in equipment, materials, tools, technology, and environmental concerns, the Port recognizes the need to train its employees, and will provide training as new and different positions, equipment, materials, tools and technologies are utilized and new and existing environmental concerns are addressed.

7.6 During employment it is recognized that performance reviews will be needed to assess how all

employees are doing in their assigned job classification. These reviews will be conducted annually, in the month of their anniversary date. Employees will be notified forty eight (48) hours in advance of a scheduled performance evaluation review session and will have two (2) working days upon the conclusion of the session to review the performance evaluation report and provide any written response. The two (2) working days window may be extended by written mutual agreement between the employee and employer. Each employee will be evaluated according to their job responsibilities and how well they perform. Should anyone be performing work outside of, or in addition to their job description that too will be evaluated and reviewed. The Port will attempt in good faith to issue evaluations within a reasonable period after the employee's anniversary date.

ARTICLE 8 - LAYOFF

8.1 When in the sole opinion of management it is necessary or advisable to reduce the workforce, the Union shall be notified and the following procedure shall be implemented. Long-term layoffs (over 2 weeks) will be preceded with a two week notice unless the employee is on short term layoff.

8.2 The Executive Director shall select the positions or classifications that will be laid off. If the position of a regular employee is laid off and the employee occupying the position has within the past two (2) years successfully performed the functions of another position which is not subject to the Reduction In Force (RIF) and the employee in the RIF position has greater seniority than the person occupying the non-RIF positions then the person occupying the position or classification to be RIF'd shall bump down to a lower position chosen by the employee, which that employee previously held within the department. A laid off employee may bump to a formerly held, equal or lower paid position which is outside the department and within the bargaining unit, provided that the employee's performance was previously satisfactory in that position, the employee is qualified to perform all the duties of the bumped position (i.e.: possesses required licenses and certifications) and performed the job within the prior five (5) years. The foregoing process shall also apply to persons bumped out of their positions by a senior employee. The last person(s) bumped shall have the least seniority and shall be the person(s) laid off. There shall be no bumping to a higher paid position. Employees bumped into a lower paid classified positions shall be paid at the wage rate appropriate to the employees resulting classification.

8.3 For up to thirteen (13) months after layoff, employees shall be informed, by mail to the address on file, of openings in positions or classifications for which the employee is qualified. The employee shall keep the Port Executive Director's or Designee office informed of the current address. During this thirteen (13) month period, laid off employees shall be offered openings for which the employee is qualified. An employee who does not accept an offer of reinstatement within fourteen (14) calendar days will be removed from the reinstatement list.

ARTICLE 9 - HOURS OF WORK AND OVERTIME COMPENSATION

9.1 Five (5) consecutive days of, eight (8) consecutive hours (5-8's), or four (4) consecutive days of ten (10) consecutive hours (4-10's) shall constitute a week's work. Provided, however, when the needs of public require a non-consecutive work week same is permitted and shall be filled by reverse seniority or volunteers from among those working in the affected classification, after negotiating with the Union and obtaining agreement, provided, further, the Union will not unduly withhold agreement.

9.2 Overtime hours are those work hours which employee is assigned to work in excess of forty (40) hours in the week or eight (8) hours in a work day for those employees assigned to 5-8's or after ten (10)

hours in a day for those employees assigned to a 4-10's. The week for overtime purposes is a 7-day period that begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday.

9.3 Overtime hours worked shall be paid at the rate of time and one-half the employee's regular rate of pay.

9.4 Overtime pay shall not be compounded with any other form of premium compensation paid to the employee (excepting Section 9.9 and Section 6.4 above).

9.5 The Union and the Port agree on the following rest and meal period rules, which supersede WAC 296-126-092:

9.5.1 Employees may take one (1) paid fifteen (15) minute rest period for each four (4) hours worked. Rest periods will be taken when operationally feasible and may be taken intermittently (e.g., not in a block of time).

9.5.2 Employees may take one (1) thirty-minute unpaid meal period for each workday that is at least five (5) hours in duration. Those employees who are required to work overtime may choose to take a thirty (30) minute unpaid meal period for each four (4) hours of continuous overtime. Meal periods will be taken at a time or within a range of times as directed by the employee's supervisor.

9.5.3 Rest and meal periods may not be taken to arrive late or leave early. An employee who is unable to take either their rest or meal period shall notify their supervisor.

9.6 Failure to Report: Employees unable to report for work at their scheduled starting time shall report their absence to their Supervisor as soon as it is known they will not be able to report on time. Failure to report is a serious offense and will be dealt with as outlined in the Personnel handbook, the Standards of Conduct section which addresses progressive discipline. Circumstances beyond the control of the employee shall be dealt with on a case by case basis.

9.7 Employees will be given notice of schedule changes as promptly as possible but, not less than 24 hours. (Schedule change does NOT include changing work location, only days worked).

9.8 Regular employees shall be guaranteed 40 hours' work or pay, except for shift rotation or when given notice of a short week in the prior week, *provided*, that this section does not apply to employees who are utilizing Washington's Paid Family Medical Leave Act.

9.9 For all scheduled hours worked on Saturday & Sunday, an additional \$1.50 per hour will be paid.

ARTICLE 10 - COMP-TIME

10.1 Employees may take paid compensatory time off (comp-time) at the rate of one and one-half hours off per hour of overtime worked in lieu of overtime pay. Employees desiring comp-time will complete a comp-time agreement form. An employee who accrues the maximum of forty (40) hours comp-time will not be allowed to accrue additional comp-time. Additional hours shall be paid for at the overtime rate.

10.2 An employee on comp-time off shall be deemed to be on official leave with pay status.

10.3 An employee who notifies their Manager/Supervisor promptly or substantiates to the satisfaction of their Manager/Supervisor they were sick on a scheduled day of comp-time off may request that a day of sick leave be taken rather than previously scheduled comp-time.

10.4 Comp-time can be carried over from month to month, with no more than forty (40) hours being carried over.

10.5 All comp time must be used by the end of the calendar year in which it was earned. In the event that the employee has comp time on the books, the employer will pay out all such accrued comp time as of the end of the first pay period in December of each year of the agreement.

10.6 Comp-time shall be used by mutual agreement and employees are generally encouraged to use it during non-peak seasons of the year.

10.7 Comp-time should be used before vacation time.

10.8 All comp-time earned and used should be recorded on the employee's time sheet.

ARTICLE 11 - CALL BACK/CALL OUT TIME

11.1 An employee required to report for duty on site after leaving work or on any scheduled day off shall be guaranteed two hours call back time paid at time and one half. An employee required to remain after their regular shift shall be paid at the overtime rate of time and one half for the overtime actually worked. An employee required to work remotely (e.g., by phone or email) after leaving work or on any scheduled day off shall be paid at the overtime rate of time and one half for the overtime actually worked with a minimum of fifteen (15) minutes. No employee shall be required to be out at night alone during a storm, and upon employee request the Port agrees to call out a second employee to work with the first when required for safety reasons.

ARTICLE 12 – STANDBY

12.1 Employees required to be on "duty ready standby" and have their movement restricted shall be paid Washington State's minimum wage per hour for all hours required to be on standby status. Restricted movement is defined by FLSA.

12.2 Employees advised of potential work opportunities and asked to call in are not on standby.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Either party to this Agreement may file a grievance for alleged violation of this Agreement. Grievances shall be specific and not general. Grievances shall cite the section(s) of the Agreement violated, who was involved, why the action is deemed to be a violation of this Agreement and the specific remedy sought.

13.2 Grievances may be settled with the Supervisor/Manager on an informal, non-precedent setting, basis.

13.3 PARTIES RIGHTS AND RESTRICTIONS:

- b. A party to the grievance shall have the right to record a formal grievance arbitration at the expense of the requesting party.
- c. Any party to a grievance may have a representative present at all steps of the grievance procedure.
- d. Reasonable time in processing a grievance will be allowed during regular working hours for the shop steward, with advanced supervisory approval.
- e. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Port.
- f. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated by mutual agreement of the parties.
- g. Confidential Communication: Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance or any communication between management and any management representative will be defined as confidential and unavailable to the opposing party.
- h. Any and all time limits specified in the grievance procedure may be extended by mutual written or emailed agreement of the parties. Failure by the employee, employer, or Union to submit the grievance in accordance with these time limits or to move the grievance to subsequent steps in accordance with these time limits without such waiver will constitute an abandonment of the grievance.

13.4 Steps in the Grievance Procedure:

Step 1 Informal: The employee and/or their Union representative shall report a grievance verbally to the employee's Supervisor/Manager within twenty (20) calendar days from the occurrence of the incident on which a complaint is based, or within twenty (20) calendar days of the employee's or parties knowledge of the occurrence. The employee and/or their Union representative will promptly meet to discuss the grievance with the employee's Supervisor/Manager and will notify the Supervisor/Manager that the meeting is Step 1 in the grievance process. The Supervisor/Manager will verbally decide on the grievance to the employee and the Union representative involved within twenty (20) calendar days of the Step 1 meeting.

Step 2 Formal: If a party to the grievance feels Step 1 has not resolved the grievance, the party may appeal in writing to the Port Executive Director (for a Union grievance) or Union Business Representative (for a Port grievance) within twenty (20) calendar days of the Step 1 decision. There shall be a formal meeting with the Union Business Representative, if requested, within ten (10) calendar days from the date of the Step 2 grievance. A decision shall be made, in writing, to the petitioning party by the Executive Director or Union Business Representative within ten (10) calendar days from the Step 2 grievance meeting.

Step 3 Board of Adjustment: If the grievance is not resolved at Step 2, it may be pursued by filing an appeal in writing within twenty (20) calendar days of the Step 2 decision to the Port Executive Director and Union Business Representative requesting the parties convene a Board of Adjustment. A Board of Adjustment shall be comprised of two members appointed by the Port and two members appointed by the Union. If the Board is not able to resolve the issue, the Board shall select a fifth member with industry experience, if available. If a fifth member cannot be agreed to, the grievance shall progress to Step 4. Should the Board decide the matter, such decision shall be final and binding on the Port and the Union, and the grievance may not be pursued to the next Step in the grievance process. The Board once constituted shall resolve all matters of procedure, evidence, continuance and related procedural issues. All decisions of the Board shall be made in executive session called by the Board and there shall be no

record of such executive session, other than the Board's decision.

Step 4 Binding Arbitration: If the Board of Adjustment does not decide the grievance, the Union or the Port may submit the grievance to binding arbitration by giving written notice to the other party within twenty (20) calendar days of the Step 3 decision. For purposes of selecting an arbitrator, the parties agree to request a list of eleven (11) local names (Washington and Oregon) obtained from the Federal Mediation and Conciliation Service (FMCS). The parties will alternatively strike names from the list in order to identify the arbitrator who will hear the grievance. The order of striking will be determined by coin toss.

If the parties choose to select an arbitrator then the cost of the arbitrator shall be divided equally between the Port and the Union. Cost of witnesses, court reporter, or other individual expenses shall be borne by the requesting party. Each side shall be responsible for its own attorneys' fees. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement or amend the written grievance.

ARTICLE 14 – SICK LEAVE

14.1 Sick leave is provided at the rate of eight (8) hours for each month of employment for regular employees with an assignment of forty (40) hours per week. Regular employees with an assignment of less than (40) hours per week shall be granted pro rata accrual. No employee shall accrue less than one (1) hour of sick leave for every forty (40) hours actually worked. Sick leave may be accumulated and carried over to succeeding calendar years, provided that employees may not carry over more than 960 hours of sick leave from one calendar year to the next. For sick leave cash out in Section 14.4, cash out percentages are subject to accrual limit of 500 hours.

14.2 Sick leave may be used for:

- a. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; or care for a family member who needs preventive medical care. For sick leave purposes, the term "family member" means an employee's child (whether biological, adoptive, foster, step-child, a child's spouse, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling. Family member also includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.
- c. An absence due to closure of the Port by order of a public official for any health-related reason, or where an employee's child's school or day care is closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- d. Absences covered by Washington State domestic violence/sexual assault/stalking leave law.

When an employee uses sick leave on more than three (3) consecutive work days, the Port may request verification that the employee's use of sick leave is for an authorized purpose in accordance with WAC 296-128-660.

If an employee has been seriously ill or has had a severe injury, before the employee returns to work, the Port may request confirmation from a physician that the employee is physically able to return to their normal work. Sick leave shall continue until physician confirmation of ability to return to work is obtained.

No provision in this agreement shall restrict the Employer's ability to cooperate with a worker's compensation program for employee return to work when such program is in the interest of the Employer and approved by the worker's compensation program.

In April of each year, employees may convert sick leave at a ratio of thirty-two (32) hours of accrued sick leave for eight (8) hours of vacation. The employee must keep a bank of at least two hundred and forty (240) hours of sick leave after converting. At the beginning of each April, Payroll will remind each eligible employee of their sick leave balance. By the end of April, any requests for conversion must have been submitted to Payroll and will be applied as of the beginning of May.

14.3 Employees suffering illness or injury compensable under the State industrial insurance shall be allowed to supplement industrial insurance payments for which they are eligible with accrued sick leave, up to their regular compensation. The Port may satisfy this Section by paying from the Sick Leave bank of an employee the employee's regular compensation. In such case, employees will turn over their L&I check to the Port to refill the depleted leave account in the same proportion as was used by the employee (e.g., "buy back used sick leave").

Alternatively, the employee may retain their L&I check and not use Port sick leave.

14.4 At the time of separation of employment, sick leave which the employee has accrued shall be paid out to them per the following schedule:

- a. During the first 60 months of continuous employment with the Port: 25% of current sick leave balance, subject to 500 hour maximum accrual.
- b. Beginning with the start of the 61st month through completion of the 120th month of continuous employment with the Port: 35% of current sick leave balance, subject to 500 hour maximum accrual.
- c. Beginning with the start of the 121st month of continuous employment with the Port: 50% of current sick leave balance, subject to 500 hour maximum accrual.
- d. Sick leave compensation will not be paid to any employees that are terminated for cause.

14.5 The Port will comply with the Washington State Paid Family and Medical Leave (PFML) program. Premiums are established by the State of Washington. Employees will pay the designated employee share of premiums via payroll deduction.

ARTICLE 15 – VACATIONS

15.1 Vacation will accrue for each regular employee in proportion to the hours worked on the following basis:

0-3 yrs.	6.66 hours per month or 80 hours per year.
4-5 yrs.	8 hours per month or 96 hours per year.
6-7 yrs.	10 hours per month or 120 hours per year.
8-10 yrs.	11.66 hours per month or 140 hours per year.
11-15 yrs.	13.33 hours per month or 160 hours per year.
16-20 yrs.	15 hours per month or 180 hours per year.
20+ yrs.	16.66 hours per month or 200 hours per year.

Prorate accrual will be based on employee hours compensable hours per month divided by 173, times the listed accrual rate.

15.2 Employees shall accrue vacation leave on a monthly basis based on compensable hours. The accrual rates shall change (according to the above schedule) on the employee's anniversary date of employment.

15.3 When eligible under this Agreement, employees may accrue vacation leave up to 320 hours. All hours in excess of 320 hours on the employee's anniversary date will be forfeited. Employees with over 80 hours of accrued vacation leave may cash in accrued leave at their regular pay rate if they have taken the required minimum vacations as defined in the Personnel Policy Manual and have at least 40 hours of leave remaining.

15.4 Vacations shall be scheduled at times mutually agreed to between the employee and the supervisor within the scheduling requirements of the Port.

15.4.1 Employees will request vacation at least 2 weeks prior to the desired date and the Port will reply within 4 working days of the request.

15.5 Regular employees upon separation from employment with the Port after six (6) months of continuous service will be paid the value of vacation leave accrued.

15.6 In the event of the employee's death, all accrued and unused vacation leave shall be paid to the employee's beneficiary.

15.7 Recall of employees on vacation will be pursuant to the call back provisions at Section 11.1.

15.8 Any employee who was not allowed to take vacation will not be subject to 15.3 above, and will be allowed to cash out up to an amount equal to their annual accrued hours of vacation, over 320 hours but to no less than 40 hours based on their anniversary date. This does not apply to PERS 1 employees.

ARTICLE 16 – HOLIDAYS

16.1 All full-time employees shall be granted eight (8) hours, with pay, for those holidays assigned below:

<u>Holiday</u>	<u>Date Observed</u>
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Port of Port Townsend and
Teamsters Local 589
2025 through 2027

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving Day	
Christmas Day	December 25
December 24 or 26	Varies with the year

16.2 Floating Holidays - Two (2) floating holidays shall be granted and selected at the option of the employee with one (1) week's prior notice and approval of the Supervisor/Manager. To be eligible to receive the floating holidays, a new employee must be on the payroll for twelve (12) months. These holidays must be used by December 31st of each year, or be lost. The Department Head may authorize exceptions to this rule and allow individual employees to "carry over" floating holidays on a case by case basis.

16.3 Holidays Observed - When a holiday falls on a Saturday, the preceding Friday shall be observed by those employees who work a regular Monday through Friday schedule and when one of the holidays falls on Sunday, those employees shall observe the holiday on the following Monday. The employees will be giving 10 days notification on the days observed.

16.4 An employee will not receive holiday pay if the employee is absent on their first scheduled work day prior to the holiday or their first scheduled workday following the holiday and that absence is unexcused. Employees on "leave of absence without pay" or lay off shall not receive holiday pay.

16.5 Employees who work on a designated holiday shall be paid for the hours worked on such holiday at one and one-half (1-1/2) times their regular rate of pay per hour.

16.6 When a holiday falls within an employee's vacation period, the holiday will not be counted as a day of vacation.

16.7 Regular part-time employees will be paid prorata for holidays if the holiday would be part of the regular work schedule based on their normal work week.

ARTICLE 17 - EMERGENCY LEAVE

17.1 Emergency leave may be used by an employee under the following general conditions:

- a. The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b. The problem cannot be one of minor importance or mere inconvenience, but must be serious.

17.2 Leave for emergency will be charged against vacation leave accrued by the employee. If

conditions (a) and (b) exist and the employee does not have sufficient leave accrued, the employee may take leave without pay or receive pay through the shared leave program, if approved by the Port Executive Director or Designee.

ARTICLE 18 - BEREAVEMENT LEAVE

18.1 Bereavement leave shall be authorized to regular employees for a maximum of forty (40) paid hours per event, per calendar year on the death of a member of the employee's immediate family, which is defined as follows: husband, wife, grandparent, parent, child, grandchild, brother, sister, mother in law, father in law, domestic partner, and step relations of the same degree. Bereavement leave shall be non-accumulative and shall not be deducted from the employee's accumulated sick or regular leave.

ARTICLE 19 - JURY DUTY

19.1 An employee called for jury duty in any municipal, county, state or federal court shall advise the Port upon receipt of such call and, if taken from work for such jury duty, shall be paid their regular straight time rate of compensation for the actual hours lost from work during their regularly scheduled shift.

ARTICLE 20 - MILITARY LEAVE

20.1 Any employee who is a member of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or Armed Forces of United States shall be entitled to military leave with pay for a period not to exceed twenty-one (21) days during any calendar year beginning October 1 and ending September 30 in order that the employee may report for required military duty, training, or drills or state active status. Such military leave shall be granted pursuant to the RCW 38.40.060. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States or the United States Public Health Service may seek leave of absence for a period not to exceed the actual tour of duty, service or training, and upon return shall be entitled to re-employment providing the individual complies with the provisions of the Revised Code of Washington 73.16, or as hereafter amended. For purposes of this Section twenty-one (21) days shall mean twenty-one (21) calendar days beginning with the first (1st) day of absence from employment.

ARTICLE 21 - LEAVE OF ABSENCE

21.1 A leave of absence may be requested by any regular employee. The decision as to whether or not such leave of absence will be granted is with the Port Executive Director or Designee. No leave of absence shall exceed a period of thirteen (13) months. Any request for leave of absence shall be in writing, and that writing shall state the time period for which the request is made. The granting of any such request for leave of absence shall also be in writing and signed by the Port Executive Director. Any leave of absence shall be without pay and all Port benefits of the employee shall cease during the period of the leave of absence. The employee may, if satisfactory arrangements can be made, continue insurance plans in effect by prepayment of the insurance premiums. Where the leave of absence does not exceed fifteen (15) days, the Port Executive Director or Designee may authorize payment of fringe benefits at their discretion.

ARTICLE 22 - HEALTH AND WELFARE

22.1 The Port offers medical and associated health insurance coverage for all regular employees and eligible dependents (at least 80 hours in any month). Coverage becomes effective on the first day of the third month following the inception of regular employment, with the Port paying the insurance premiums as provided below.

22.2 The Port may change plans or providers with approval by a majority of the members. The Union shall be given ninety (90) days' notice of the intended change and given an opportunity to suggest alternative courses of action by the Port.

22.3 Effective January 1, 2025, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Medical Plan B, said payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month. In addition to the basic provisions of the Plan B the following optional benefits shall be a part of the benefits: 9 month disability premium waiver, Plan C Employee Time Loss benefit, and \$30,000 of employee Life/AD&D insurance. As of 1/1/2025 the monthly cost of this package is a total contribution of \$1,535.00.

22.4 Effective January 1, 2025, based on December 2024 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Dental Plan B, payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month.

22.5 Effective January 1, 2025, based on December 2024 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Vision Plan EXT, payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month.

22.6 The Port shall, for the duration of the agreement, pay 80% of all Medical Dental and Vision premiums associated with providing the benefits described in Article 22.3, 22.4 and 22.5 above. Employees shall, for the duration of the agreement, pay the balance of the premiums associated with maintaining the benefits described in 22.3, 22.4 and 22.5 above, which is 20% of the premium costs. The Port agrees to take reasonable steps to permit the employee cost of medical to be paid (deducted) on a pretax basis and at no additional cost to the Port.

ARTICLE 23 – SEVERANCE PACKAGE

23.1 In the event of a RIF or Reorganization, a pro-rated Severance Package equal to 1 week's wages and benefits, up to a per year service, max of 12 weeks, will be given to all separated employees of the Port who have 3 years of continuous service or more.

ARTICLE 24 - WHISTLE BLOWER PROTECTION

24.1 The Port and Union agree that any bargaining unit member having information regarding the wrongdoing of an employee or official shall not be discriminated against for "blowing the whistle" as set forth in Washington State law. The Port agrees to comply with all federal and state statues regarding Whistle Blowers. Any alleged violation of this Article shall be pursued through the proceedings provided by State law and not through the grievance process of this agreement.

ARTICLE 25 - PERSONNEL POLICY

25.1 Except as provided herein the Port's personnel policy shall apply to employee matters.

ARTICLE 26 – DRIVE PROGRAM

26.1 The Port shall deduct and transmit to D.R.I.V.E. IBT #25 Louisiana Avenue, N.W., Washington, D.C. 20001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by IBT. The amount of such deduction(s) and the transmittal of such voluntary contributions(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the Port's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the Port.

26.2 The Port shall remit to the D.R.I.V.E. at the address above (1) check covering all deductions made in the prior month no later than the fourteenth (14th) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the company have been satisfied. An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E., his or her Business Agent, and the Port's payroll department. Such notices received by the Port's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month.

ARTICLE 27 - TERM OF AGREEMENT

27.1 This agreement shall be effective upon its execution and shall continue in full force and effect to and including December 31, 2027. Should either party desire to modify or terminate this agreement on December 31, 2027, it shall serve written notice at least one-hundred eighty (180) days prior to this date. This agreement may be extended by mutual agreement through the end of 2028.

ARTICLE 28- SEVERABILITY AND SUPERIORITY

28.1 In the event that any portion of this Agreement is ruled invalid by a court with jurisdiction or rendered invalid by a change in federal, state, or local law, the remainder of the Agreement or its application to any other party, person, or circumstance shall not be affected. If any portion is ruled or rendered invalid, the Union and the Port shall meet and expeditiously proceed to negotiate a replacement provision.

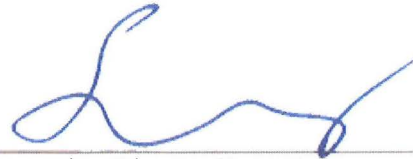
Signed this 30th day of December, 2024,

TEAMSTERS LOCAL UNION 589



Secretary Treasurer Robert Driskell

PORT OF PORT TOWNSEND



Executive Director Eron Berg

APPENDIX "A"

This wage table will be increased by 100% of the Seattle Tacoma Bellevue CPI-U Bi-Monthly Data June to June, in January 1, 2025, and January 1, 2026, and January 1, 2027 with 2% Minimum to a Maximum of 5%. This will continue for the life of the agreement.

A.1 Employees shall move through the salary schedule steps as defined below upon completion of a satisfactory evaluation in accordance with the below.

Step 1 Is the entry level where qualified employees usually start.

In general steps 2 and 3 reflect an accumulation of job skill, port knowledge, and time in service.

Step 4 Reflects utilization of skills and port knowledge closer to fully meeting expectations.

Step 5 Reflects fully meeting all expectations of the job. This describes an employee who is fully skilled, motivated, and creative, understands port operations, can perform all aspects of the job well, is a team player, and provides excellent customer service.

Step 6-8 Reflect superior performance based on advanced skills and experience. These are usually individuals who demonstrate personal initiative by taking advanced classes in their field and considered knowledge and skills experts. They actively train and share their knowledge with peers.

Steps 9-10 Reflect exceptional performance, attitude and role modeling. They often step up and perform work above their grade. Port customers and stakeholders often recognize them for outstanding customer service. These are the people others go to for advice and assistance with the most complex and difficult problems and issues. (These people are ready for internal or external promotion).

A.1.1 At the end of the first year of employment with the Port and each subsequent year there will be a performance evaluation to determine any step increase warranted based upon the employee's skills, abilities, training, experience and performance. Step increases, if granted through the annual evaluation process, will be retroactive to the first pay period following the employee's anniversary date.

A.2 Project Compensation:

Individuals may also qualify for extra compensation for completing special projects that are over and above the already high expectations of the job. The idea for the project may come from an innovative employee or from management which mutually agree. To qualify for extra compensation the project must significantly add to port: operating efficiencies, cost savings, revenue generation, or customer service, and the Port must decide the project is a worthwhile priority. As regular part of employee's jobs you are expected to be creative and continually look for ways to do your job better, safer, and more efficiently. A qualifying project will then be over and above the normal skill sets and scoped of work normally expected and must be planned in advance of starting through discussion with the relevant supervisor who will get final direction and authorization to move forward from the Port leadership team.

Extra compensation, for approved projects, will be awarded as a one-time payment paid in a separate check. The amount will be determined based on the significance and value to the Port.

A.3 Wage table:

Port of Port Townsend
 Union Wage Table
 Effective January 1, 2025, includes 3.8% CPI

Grade	85% 95% 100%					Merit Based Steps						Position Title
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
10	\$26.66	\$27.46	\$28.28	\$29.13	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	Yard Laborer, Yard Laborer/Custodian, Custodian
11	\$27.51	\$28.33	\$29.18	\$30.06	\$30.96	\$31.89	\$32.85	\$33.83	\$34.85	\$35.89	\$36.97	Customer Service Representative, Quilcene Facility Attendant, Hoist Operator I, Maintenance Tech I
16	\$30.86	\$31.79	\$32.74	\$33.72	\$34.73	\$35.77	\$36.85	\$37.95	\$39.09	\$40.26	\$41.47	Customer Service Representative II, Hoist Operator II, Maintenance Tech II
23	\$34.76	\$35.80	\$36.88	\$37.99	\$39.12	\$40.30	\$41.51	\$42.75	\$44.04	\$45.36	\$46.72	Maintenance Tech II - Specialist, Hoist Operator III, Enviro Specialist
29	\$40.63	\$41.85	\$43.10	\$44.39	\$45.73	\$47.10	\$48.51	\$49.97	\$51.47	\$53.01	\$54.60	Maintenance Lead, Yard Lead, CSR III (Assistant Harbormaster)

2025 Wage Table was updated from the 2024 Wage Table by adding a 3.8% CPI increase. This is effective January 1, 2025.

APPENDIX "B"

<u>Classification</u>	<u>Range</u>
Yard Laborer	10
Yard Laborer/Custodian (a, b)	10
Custodian (b)	10
Hoist Operator I	11
Customer Service Representative	11
Quilcene Facility Attendant	11
Maintenance Tech I	11
Hoist Operator II	16
Customer Service Representative II	16
Maintenance Tech II	16
Environmental Specialist	23
Hoist Operator III	23
Maintenance Tech II/Specialist	23
Maintenance Lead	29
Yard Lead	29
CSR III (Asst. Harbormaster)	29