

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PORT OF PORTLAND**

**AND**

**ILWU, LOCAL 28**

**JULY 1, 2003 - JUNE 30, 2007**

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# COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, by and between the PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as Port, and SHIP, INDUSTRIAL PROTECTIVE SERVICE WORKERS AND WATCHMEN, INTERNATIONAL LONGSHORE'S AND WAREHOUSE'S UNION (ILWU), LOCAL 28, hereinafter referred to as Union,

## W I T N E S S E T H

### 1. RECOGNITION

#### Section 1.01

The Port, its successors and assigns, recognizes the Union, its successors and assigns, as the sole bargaining agent and representative of all Port marine terminal security personnel; excluding supervisors who have the authority to effectively recommend hiring, firing, or disciplinary measures, in accordance with the following terms.

### 2. TERMS

#### Section 2.01

The right to hire and maintain good order and operate efficiently except where modified by this Agreement is the sole responsibility of the Port. The right to discipline and discharge for cause is the sole responsibility of the Port. Discipline and discharge provisions of this clause are subject to the grievance procedure.

### **3. UNION SECURITY**

#### **Section 3.01**

When hiring additional employees, the Port shall give equal opportunity to the Union, along with other sources, to provide applicants without regard to race, color, religion, age, sex, sexual orientation, national origin, political beliefs, marital status, disability or veteran status, activity for or against the Union or for or against the Port, or any combination thereof.

#### **Section 3.02**

All employees covered by this Agreement shall within thirty-one (31) days of employment either (1) become and remain a member of the Union, or (2) shall make "Fair Share" payments in-lieu-of-dues, initiation fees and assessments to the Union. Such payments shall not exceed regular Union dues, initiation fees, and assessments. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed

upon by the employee and the Union. The employee shall furnish written proof to the Employer and Union that this has been done.

Fair share payments authorized by this Article shall be deducted by the Employer in the same manner as Union dues.

**Section 3.03**

The Port retains the right to require an introductory period of six (6) months or one thousand (1,000) hours, whichever comes last, from time of employment on the part of any employee covered by this Agreement before such employee will be considered a regular employee. Employees hired on or after the first of the month following Commission approval will have a one (1) year introductory period. Termination during the introductory period will not be a violation of good faith or of this Agreement.

**Section 3.04**

The Port agrees to deduct the Union membership dues from the pay of those members who individually authorize, in writing, that such deductions be made.

#### **4. DEFINITIONS AND JURISDICTIONS**

##### **Section 4.01 - Security Personnel:**

Security personnel referred to in this Agreement shall be deemed to include:

- A. All employees performing any or all security work for the Port on Port docks, property, storage areas or warehouses operated and/or managed by the Port.
  
- B. It is contemplated that the Port may at its discretion lease to independent operators all or a portion of the marine terminals now operated by the Port. The extent that the Port retains responsibility for the security of any such lease facility or facilities, security personnel will be employed as needed pursuant to the provisions of this Agreement. It is not the intent of the Port to lease any marine terminal in order to avoid employing security personnel. The Port is not responsible for shipboard security watches or for special watch on Port property covering ship stores or supplies. To the extent possible, the Port agrees to notify the Union, in writing, thirty (30) days prior to leasing any portion of marine terminal facility.

- C. In the event the Port is requested and successfully negotiates to provide security for the Marine Terminals, for either short or long-term assignments, Local 28 security personnel will be the work force provided for such services.
- D. Those duties traditionally assigned to Port security personnel, including the duties listed in Section 8.01, will not be assigned to non-bargaining unit personnel.

**Section 4.02 - New Job Openings:**

A job shall be designated a "new job opening" if it does not appear on the security personnel watch schedule, has been staffed for a period of at least thirty (30) days (one [1] month) on a forty (40) hour shift basis, and to all indications will continue beyond another thirty (30) days (total two [2] months).

At the conclusion of sixty (60) days, any job in continuation must be designated a "new job" and indicated as such on the regular watch schedule, and be subject to the seniority system as described in the seniority section. When a job is no longer required, the Port may remove it from the security personnel watch schedule. A change in the days off or a scope of work assignment will be considered a new job.

### **Section 4.03**

There shall be two (2) classes of security personnel: regular and on-call.

A. Regular employees are all employees covered by this Agreement, except those classified as on-call or in an introductory status.

B. On-call employees will be designated by the Port on an as needed basis. It is generally intended that this position is for retired employees returning to work part time. An on-call employee will receive no benefits and does not acquire seniority.

C. Introductory conditions of this Agreement are to be satisfied as provided by Article 3 - "Union Security," Section 3.03.

## **5. ORIENTATION AND TRAINING**

### **Section 5.01**

An orientation program for new employees shall be conducted by the Port and the Union and will include an introductory tour of the marine terminal facilities. Actual time spent in the orientation program will be compensated at the regular straight-time rate of pay.

### **Section 5.02**

A training program for new employees will be established and the details of such program will be worked out between Port management and

the Union. A system to evaluate an employee's progress will be implemented by Port management. Orientation and training shall take place during the introductory period.

## **6. TIME PAID FOR MANDATORY TRAINING**

### **Section 6.01**

The parties recognize that an on-going training program is necessary to maintain a professional security program and that such training is a mandatory condition of employment. When employees are assigned to a training program, or when required to attend mandatory meetings not continuous with their assigned shift, they will be paid a minimum of four (4) hours of pay at the appropriate rate. Employees attending the training immediately before or after their assigned shift will be paid the overtime rate for actual hours spent in training.

### **Section 6.02 - Instructor Pay:**

Employees who are assigned as instructors shall receive an additional five percent (5%) of the employee's base rate of pay for the time actually performing instructing duties. The selection and assignment of security personnel as instructors is at the sole discretion of the Employer. Security personnel are not required to accept assignment as instructors.

## **7. EDUCATION AND TUITION**

### **Section 7.01**

Application for educational programs, which are available through accredited institutions of higher education or professional organizations, may be submitted to the Employer. If approved, reimbursement of the program costs will be paid in accordance with Port policy. The Employer will not pay wages to an employee to attend education programs.

### **Section 7.02**

If approved by Marine Terminal management, the Employer will pay for any courses or seminars. The Employer will pay the employees in accordance with federal and state law.

## **8. SCOPE OF WORK ASSIGNMENTS**

### **Section 8.01**

Port security personnel will perform such lawful duties, pertinent to Port security as designated by a security supervisor, including the enforcement of Port rules, regulations and ordinances, and will be the only personnel to perform such duties except as provided under Article 30, "Working Conditions." Such duties will include, but are not limited to, the following:

- A. Make rounds.
- B. Be vigilant for fires.

- C. Investigate and report to management accidents occurring on Port property, in writing and on the forms provided, as promptly as possible and include all available details.
- D. Watch for and report pilferage and other unlawful acts.
- E. Control traffic and the general public when on Port property, in conformity with the Port's directives and instructions.
- F. Answer telephones in a polite and courteous manner; transfer the call, if necessary; answer questions, when possible, without giving out unauthorized information.
- G. As assigned be present and in radio contact, on vessel arrival and departure, to assure that the vessel is properly berthed according to instructions issued by the terminal superintendents. Report any unusual incident, pollution or damage in the berthing.
- H. Inspect dock and water line of a "berthing assignment" for an expected ship arrival and report if not ready for arrival.
- I. Log ships, barges, inland vessels in and out with time of arrival, departure or other conditions pertinent to this activity. Times to be as accurate as possible.
- J. Check for and report broken planks, pilings, steps, burned-out lights and any other observed dangerous condition.

- K. Check warehouse and shop doors for closure and security when not in use.
- L. Turn lights on and off as needed.
- M. In case of fire, notify fire department, and management as specified in emergency procedures.
- N. Lock and unlock gates of Port docks, terminals and warehouses as needed and in time for scheduled work to commence and to secure same when the activity is not working.
- O. Lock and unlock lockers for cargo storage.
- P. Provide transportation as directed by Port management.

## **Section 8.02**

Security personnel will have responsibility for viewing camera monitors and controlling the operation of equipment related to such when the primary purpose is related to marine terminal security in accordance with applicable jurisdictions as defined by Sections 4.01 and 8.01, or as otherwise directed by management. This does not prohibit others from viewing and operating same equipment for terminal management and/or operational purposes.

Management retains responsibility for all operational decisions related to such equipment, including but not limited to setup, placement, programming and maintenance.

### **Section 8.03**

The Port may assign responsibility for filling open shifts to any position at shift-bid time, in accordance with Section 29.06.

An officer who works in the designated primary position, which is assigned the day-to-day responsibility for scheduling, will receive a five percent (5.0%) premium over the officer's base rate of pay. This premium will be paid for forty (40) hours each week (minimum and maximum).

An officer who works in a position, outside of the primary position, which is assigned responsibility for filling open shifts will be paid a five percent (5.0%) premium for four (4) hours. This premium will only be paid in the event an open shift actually occurs.

Scheduling design, time off approvals and reverse seniority application will continue to be management's responsibility.

## **9. WAGE AND HOURS**

### **Section 9.01**

The Port agrees to pay to its employees and the Union agrees that its members employed by the employer will accept the wage scale set forth and contained in Schedule A of this Agreement.

## **Section 9.02**

Shift start times for regular designated shifts will be as follows:

- Day shifts will start at 0600.
- 8-hour swing shifts will start at 1400.
- 8-hour graveyard shifts will start at 2200.
- Night-side 12-hour shifts will start at 1800.

If the Employer chooses to schedule a temporary or permanent 212 shift for night-side, the shift will start between 1600 and 1800.

Other non-regular shifts may start and end at different times as determined by the Employer.

## **Section 9.03**

12-hour shifts will be a part of the regular bidding process. The Port reserves the right to fill an open 12-hour shift in any method at management's sole discretion.

## **Section 9.04**

The Port may, at its discretion, choose to implement 10-hour shifts as a part of the bidding process. 10-hour shifts will be limited to the 212 position. The Port reserves the right to fill an open 10-hour shift in any method at management's sole discretion.

### **Section 9.05**

Security personnel called in for work or reporting for work for their regular shifts shall receive a minimum of four (4) hours pay at the applicable rate of pay. Time worked over four (4) hours shall be paid for actual time worked, and any part of an hour shall be paid to the next one-half (1/2) hour.

### **Section 9.06**

- A. For employees who are assigned to work 8-hour shifts, any time worked in excess of eight (8) hours per shift or forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's prevailing rate of pay.
- B. For employees who are assigned to work 10-hour shifts, any time worked in excess of ten (10) hours per shift or forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's prevailing rate of pay.
- C. For employees who are assigned to work 12-hour shifts, any time worked in excess of twelve (12) hours per shift or forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's prevailing rate of pay.

### **Section 9.07**

In cases of emergency or necessity, employees will be required to work overtime, past their assigned shift, up to a maximum of two (2) hours, or up to a maximum of three (3) hours when needed to fill in for a vacant shift, or as otherwise allowed under Section 30.04

### **Section 9.08**

An employee will not be required to work more than sixteen (16) consecutive hours in any work day, except in emergency situations, which shall be defined as a situation beyond the control of the Port for which it could not preplan. An employee working sixteen (16) hours must be relieved eight (8) hours before being required to return to work.

### **Section 9.09**

It is not the Port's intent to establish split shifts in the Security Department. This applies to regular shift bid schedules, but does not prohibit the Port from filling vacant shifts by splitting the time.

## **10. MEAL PERIODS**

### **Section 10.01**

Employees shall be allowed thirty (30) minutes for meal time during their shift without loss of time.

**Section 10.02**

Employees who work a double shift shall be allowed thirty (30) minutes for meal time during their shift without loss of time, and will be allowed to leave the terminal to purchase food with supervisor's approval and depending on terminal activities.

**11. HOLIDAYS**

**Section 11.01**

The following holidays shall be recognized as paid holidays for regular employees and paid for at the regular straight-time rate:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

**Section 11.02**

Regular employees will receive three (3) personal leave days, but no more than 24 hours, each year of the Agreement. Personal holidays 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. These days may be used for any reason. New regular employees assigned after that date immediately receive two (2) hours per month for the remaining months of

the fiscal year including the month in which they become regular employees. Such leave is noncumulative and no pay will be disbursed at termination for unused personal leave. Employees wishing to take a personal leave day shall make their request to their supervisor as far in advance as possible. Approval by Port management will be based on operating requirements.

### **Section 11.03**

Regular employees will be paid eight (8) hours holiday pay for those holidays listed in Section 11.01, provided that the employee is in a pay status anytime during the week of the holiday (in accordance with the Port's established payroll week). Regular employees who are working a 10- or 12-hour shift may choose to use personal leave or vacation in order to receive the additional two (2) hours' or four (4) hours' pay (as appropriate) on a holiday. In addition, those employees who work the holiday will be paid time and one-half (1-1/2) for time worked on a holiday. To be consistent with the work day, the holiday will begin at 0600 hours on the day of the actual holiday, and end at 0600 hours on the day after the holiday.

### **Section 11.04**

Open holiday shifts needing to be filled will be first offered to regular employees. If shifts are not filled, they are then offered to on-call and introductory employees. If shifts cannot be filled voluntarily, regular

employees shall be required to work the shifts. Selection shall be made according to reverse seniority.

Employees scheduled to work on a holiday and wishing to take the day off shall make their request to their supervisor in writing as far in advance as possible. Requests will be approved in the order in which they are received. If less than 30 days' written notice is given, the requestor may be subject to bumping by an employee with more seniority. Approval by Port management will be based on operating requirements.

### **Section 11.05**

Work shall be arranged to enable any employee the opportunity to vote on primary election and general election days.

## **12. VACATIONS**

### **Section 12.01**

All vacation accrual shall be computed from the most recent date of employment.

### **Section 12.02**

Regular and introductory employees shall accrue vacation on the following schedule, provided they are in a pay status for a minimum of sixty-four (64) hours per pay period. Employees who have less than

sixty-four (64) hours will have their accrual prorated according to the number of hours for which they are in a pay status.

1 through 4 years employment	80 hours - 10 days per year
5 through 9 years employment	120 hours - 15 days per year
10 through 19 years employment	160 hours - 20 days per year
Over 20 years employment	200 hours - 25 days per year

**Section 12.03**

An employee may accumulate vacation up to the equivalent of two (2) years accrual.

**Section 12.04**

In the event of an employee's retirement, termination or death, such monies due for accumulated vacation and other benefits, if any, shall be paid either to the employee or the employee's designated beneficiary, whichever the case may be.

**Section 12.05**

An employee who has lost work because of sickness or injury shall not suffer a reduction in vacation accrual while in a pay status to the extent of accumulated vacation leave.

### **Section 12.06**

In the event a regular employee serves on jury duty as certified by the clerk of the court, such time will not be considered as an interruption of regular employment for the purposes of vacation accrual or loss of pay.

### **Section 12.07**

An employee may use accumulated vacation for any reason with supervisory approval. Employees wishing to take vacation shall submit a written request to the Marine Security Superintendent, or designee, as far in advance as possible. Vacations will be approved in the order in which written requests are received. Approval by Port management will be based on operating requirements. If less than 30 days' written notice is given, the requestor may be subject to bumping by an employee with more seniority.

## **13. SICK LEAVE**

### **Section 13.01**

Effective July 1, 2003, employees who are compensated for 80 hours or more per pay period will accumulate sick leave at the rate of 3.69 hours per pay period. For any pay period in which an employee is compensated for less than 80 hours, sick leave accrual will be prorated according to the hours paid, not to exceed the 80-hour accrual rate. For the purposes of this Section, "compensated" does not include vacation or sick leave payoff in conjunction

with termination of employment. Employees may accrue an unlimited number of sick leave hours.

### **Section 13.02**

Sick leave may be used by employees for their own illness or medical appointments. Sick leave is also available to care for ill dependents covered under the Oregon Family Leave Act (OFLA) and the federal Family Medical Leave Act (FMLA). Employees must fully comply with the FMLA/OFLA administrative process in order to be eligible to use sick leave for ill dependents. In addition, to provide care during an illness or disability of the employee's spouse, domestic partner, children or step-children that is not covered under FMLA or OFLA, an employee may use accumulated sick leave, up to a maximum of forty (40) hours for any one illness or disability. This sick leave is charged to dependent care leave.

### **Section 13.03**

When an employee is unable to work due to illness, the employee shall notify the immediate supervisor, or designee, as far in advance as possible. The Employer reserves the right to require a physician's certificate when the Employer has reasonable cause to believe an employee is abusing sick leave benefits.

#### **Section 13.04**

Employees who retire or terminate employment will be paid a portion of unused sick leave. Payment is computed at five percent (5%) per year of employment up to a maximum of fifty (50%) of the accrued hours, or 520 hours, whichever is less. Years of employment are determined based on continuous employment since the most recent hire date immediately preceding retirement or termination. A full year's credit will be given for a partial year of employment of six (6) months or more. No credit will be given for a partial year of employment of less than six (6) months.

### **14. INCLEMENT WEATHER**

#### **Section 14.01**

The parties recognize that there are periods of inclement weather conditions that make reporting to work on time difficult. Therefore, the following inclement weather policy will be in effect:

- A. Employees will make every effort to report for their assigned schedules.
- B. Employees scheduled to be relieved will continue to work until their replacement reports for work or relieved by their supervisor.

C. Employees not able to report due to inclement weather conditions may charge up to a maximum of two (2) days per calendar year to either vacation or personal leave.

## **15. ILLNESS AND INJURY LEAVE**

### **Section 15.01**

When an employee is unable to work because of injury or illness, the employee shall notify the immediate supervisor, or designee, of the absence and the reason therefore as promptly as the available means of communication permits.

### **Section 15.02**

Any employee who, during the life of this Agreement shall sustain an injury, which is compensable under any Workers' Compensation law, shall, when released to return to work, present a physician's release to the immediate supervisor.

### **Section 15.03**

While in a previously authorized travel status, employees are covered by a travel accident policy. The cost of such coverage is borne by the Port.

## **16. FAMILY MEDICAL LEAVE**

### **Section 16.01**

Eligible employees shall be entitled to leave as provided under and in compliance with federal and state family and medical leave laws.

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

### **Section 17.01**

Regular employees who are required to serve on a jury under a subpoena or court order shall be paid at the employee's regular straight time wage rate. Leave is limited to the number of hours scheduled and missed. Employees who receive paid leave for jury duty must waive jury duty fees, but may retain mileage reimbursements.

### **Section 17.02**

If an employee reports to the court and is notified that the employee will not be called, the employee is to report to the supervisor, or designee, for possible work assignment.

### **Section 17.03**

When an employee is notified of selection for jury duty, a temporary transfer of shifts will take place, and for the duration of such jury duty, an employee's shift will be from 8 a.m. to 4 p.m., Monday through Friday.

### **Section 17.04 - Court Leave:**

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, personal leave or unpaid leave.

### **Section 17.05**

Whenever an employee is required to appear in court outside of an assigned, regularly scheduled shift because of employment as a security officer for the Port of Portland, the employee shall receive a minimum of four (4) hours pay at time and one-half (1-1/2). If more than four (4) hours are spent in court, the balance of hours will be paid at the applicable rate.

## **18. UNPAID LEAVE OF ABSENCE**

### **Section 18.01**

Unpaid leave of absence may be granted by management in special circumstances, with each case considered separately on its merits. Such

leave of absence will be limited to a maximum of one (1) year. Any leave in excess of three (3) consecutive working days will require the employee to first utilize all accrued vacation.

## **19. UNION LEAVE**

### **Section 19.01**

The President or Vice President of Local 28, whose duties on behalf of the Union require it, may be granted up to five (5) working days of unpaid leave of absence or accrued vacation to conduct such Union business. The Union must give the Marine Security Superintendent as much notice as possible but in no event less than twenty-four (24) hours notice.

If the President or Vice President is an officer without a regular duty assignment, the Employer will make every effort to allow the time off and adjust the assignment rotation in order to minimize any lost work opportunity.

## **20. BEREAVEMENT LEAVE**

### **Section 20.01**

With the supervisor's knowledge, employees may receive paid leave of absence for up to three (3) days, but no more than twenty-four (24) hours, for death in the immediate family. Immediate family is defined as the employee's spouse or domestic partner, as well as the mother, father, step-

parent, sister, step-sister, brother, step-brother, child, step-child, grandparent or grandchild of the employee or the employee's spouse or domestic partner. If the employee must travel more than 150 miles one way, a maximum of five (5) days, but no more than forty (40) hours, will be granted to allow for travel time.

## **21. MEDICAL/DENTAL/VISION INSURANCE**

### **Section 21.01**

Medical, dental and vision insurance will be the same as that offered to administrative employees. Any changes to the administrative plan will be made automatically to the plans listed in this Article.

### **Section 21.02**

Medical and vision coverage for employees and their eligible dependents begins the first of the month following six (6) full months of employment, or one thousand (1,000) hours, whichever comes last. Effective for employees hired on or after the first of the month following Commission approval, medical and vision coverage for employees and their eligible dependents will begin the first day of the month following the date of employment, even if employment begins on the first day of the month. Following initial eligibility, an employee who is compensated for a minimum of eighty (80) hours per calendar month is eligible for benefits for

the following month. For the purposes of this Section, “compensated” does not include vacation or sick leave payoff in conjunction with termination of employment.

### **Section 21.03**

Dental insurance for employees and their eligible dependents is effective on the first of the month after three (3) full calendar months of initial eligibility for medical and vision benefits has been met, provided at least eighty (80) hours are worked in each month. Following initial eligibility, employees working eighty (80) hours or more in a calendar month are eligible for benefits for themselves and their eligible dependents for the following month.

### **Section 21.04**

Employees who receive less than eighty (80) hours in a month and who therefore lose benefit eligibility, have the right to continue medical, dental, and vision coverage on a self-pay basis pursuant to federal and state law.

### **Section 21.05**

Employees will pay monthly contributions equal to the amounts administrative employees pay. These contributions may be made on either a

pre-tax or after-tax basis, depending on employee choice. The pre-tax option will be offered as allowed by law.

**Section 21.06 - Early Retirement Health Care Coverage:**

The Employer will provide early retirement health care coverage the same as that provided to administrative employees.

**Section 21.07**

Effective on the first of the month following Commission approval, once initial eligibility has been met as defined in Section 21.02, the Port will provide employees with the option to enroll in the Personal Choice Account program. This program will be the same as that offered to administrative employees.

**22. LIFE INSURANCE**

**Section 22.01**

Once initial eligibility has been met, as defined in Section 21.02, employees will be provided with life insurance coverage in the amount of Twenty Thousand (\$20,000). Effective on the first of the month following Commission approval, the life insurance coverage will be in the amount of the employee's annual base earnings, rounded to the next highest \$1,000.

## **Section 22.02**

Once initial eligibility has been met, as defined in Section 21.02, at an employee's option and expense, the employee may purchase additional life insurance covering the employee and eligible dependents. The plan will be the same as that offered to non-represented employees.

## **23. DISABILITY INSURANCE**

### **Section 23.01**

The Port will implement a short-term disability plan for regular employees. The Port will pay the premium for this insurance, in full, with a fifteen cent (\$.15) maximum premium increase over the life of this agreement. Any additional premium cost over this amount will be paid by the employee as a payroll deduction.

Effective on the first of the month following Commission approval, the short-term disability plan will be eliminated from this contract.

### **Section 23.02**

Once initial eligibility has been met, as defined in Section 21.02, employees will be offered a long-term disability plan at the employee's option and expense. The plan will have a one hundred eighty (180) day elimination period. Effective on the first of the month following

Commission approval, employees will have the option to purchase a 30-day, 90-day, or 180-day waiting period.

## **24. CONTINUED BENEFITS**

### **Section 24.01**

When a regular employee is out of pay status due to illness or injury and is receiving disability benefits, workers' compensation benefits, or retires under the disability provisions of PERS, the Port will pay for one (1) month's medical, dental, vision, and life insurance coverage for the employee and eligible dependents for every year of employment with the Port to a maximum of twelve (12) months over the term of the agreement. The Port will have the option to extend the coverage on request by the employee on a case-by-case situation to a maximum of eighteen (18) months over the term of the agreement or until the employee is eligible for Medicare. During the benefits continuation period under this Section, the employee will be required to continue to pay the monthly cost-share as determined by Section 21.05. This Port-paid coverage will run concurrently with the right to continued coverage under federal and state law.

## **25. RETIREMENT**

### **Section 25.01**

The Oregon Public Employees Retirement System (PERS) shall be the retirement system of the employees covered by this Agreement.

### **Section 25.02**

The Port agrees to pay the employee's mandatory contribution to this system at the rate of six percent (6%) of gross monthly earnings.

### **Section 25.03**

Effective on the same date that sick leave is implemented in Section 13.01, the Employer will make the provisions of ORS 237.153, which allows fifty percent (50%) of unused sick leave as a retirement credit, available to the employees. This section is contingent upon the above statute remaining in effect.

## **26. PHYSICAL EXAMINATIONS**

### **Section 26.01**

The Employer may request a physical examination when, in the Employer's opinion, the employee's ability to perform assigned work is jeopardized by the employee's physical condition or when continued performance of work might jeopardize the life or health of the employee or

the life or health of fellow employees. The cost of such examination shall be borne by the Employer.

## **27. ANNUAL AUDIOMETRIC TESTING**

### **Section 27.01**

Annual audiometric testing is required by the provisions of the Oregon Occupational Safety and Health Code, Division 121. When employees take their annual test and it is not continuous with their assigned shift, they will be paid two (2) hours at the appropriate rate. Those employees taking their test immediately before or after their assigned shift will be paid the overtime rate for actual hours. Employees not able to take the scheduled test will be required to arrange and take the test within thirty (30) calendar days. Failure to meet this time frame without proper approval will result in the employee being removed from the Watch Schedule until the test is complete.

## **28. UNIFORMS AND PERSONAL EFFECTS**

### **Section 28.01**

The Port will furnish uniforms to each employee with the costs of these uniforms borne by the Port. Upon authorization of Port management, the cost of major repairs, alterations and replacements will be borne by the Port.

### **Section 28.02**

Employees shall be reimbursed for damage, other than usual wear and tear, to personal effects which are damaged on the job. This shall be limited only to items necessary and required for proper performance of duties.

### **Section 28.03**

A letter outlining a dress code is attached to this Agreement. Employees will be expected to keep their uniforms in good repair and to appear for work in a clean and presentable manner.

## **29. SENIORITY**

### **Section 29.01**

Seniority will be determined by the employee's length of employment from original date of hire as security personnel. After joining the Port, any time spent on authorized leaves of absences up to eighteen (18) months shall be included in determining length of service.

### **Section 29.02**

Seniority will be the basis of holiday preferences, layoffs and rehiring, and for job openings and shift preferences that occur. In the event of layoff, employees shall be laid off in the inverse order of their seniority in service. Employees shall be called back from layoff according to seniority.

### **Section 29.03**

Overtime shifts of four (4) hours or more will be scheduled at management's discretion. Any such shifts will be assigned to employees who choose to be placed on a rotating overtime seniority list.

### **Section 29.04**

The parties recognize that the primary mission of the Security Department is security at the Port marine terminals and that shift assignments need to be made with this primary responsibility in mind. The parties also recognize that some shift assignments are more preferable than others, and that employees should be able to move into more preferable shift assignments by seniority when openings occur, or in April and October, as provided in Section 29.06.

### **Section 29.05**

Therefore, the Port will consider, according to seniority, job assignment requests by members of the Union and will endeavor to make assignments where in the Port's determination are possible and are in the best interests of the Port in providing security at the marine terminals. The employee shall have an opportunity to indicate another preference in the event there is a dispute over a job assignment or it is determined, through the grievance procedure as set forth in Article 35, that the job denial is justified.

### **Section 29.06**

Upcoming shift-bid schedules will be presented to the Union prior to April 1 and October 1 of each year. The Union will review and exercise shift preferences during the first week of April and October, and any changes will be put into effect by the Port no sooner than fifteen (15) calendar days, and no later than thirty (30) calendar days after receiving such notification.

### **Section 29.07**

In the event the employee selects a shift change which does not allow for a full forty (40) hour week to be worked, the Port is under no obligation to provide extra work time or pay.

### **Section 29.08**

At the conclusion of the introductory period, as defined by Section 3.03, employment then will be considered as having started from the date of the employee's original employment.

### **Section 29.09**

An employee's seniority shall be discontinued if the employee resigns, if the employee is discharged for cause and not reinstated as a result of a review of the discharge, or when the employee has had no employment for eighteen (18) months.

## **30. WORKING CONDITIONS**

### **Section 30.01**

Security personnel will not be required to handle any cargo, or operate lift equipment or any other machinery. Exceptions will be made in emergency situations. Security personnel will not be required to perform the work of ILWU, Locals 8, 40 or 92.

### **Section 30.02**

Supervisory personnel shall not be eligible to stand any watch or guard shift and shall not do watch, guard and security work except in emergency situations which shall be defined as a situation beyond the control of the Port for which it could not preplan. Further, supervisory personnel shall not perform security personnel duties (including, but not limited to, locking or unlocking gates, lockers, etc.) except when absolutely necessary and security personnel are not available. The duration of the task shall not exceed thirty (30) minutes, unless security personnel are not available to relieve the supervisor.

### **Section 30.03**

Security personnel, who report for work over thirty (30) minutes late, without calling in, may be replaced and sent home without pay. Personnel

who call in will be allowed to work without penalty other than actual time lost.

#### **Section 30.04**

If the Employer is unable to fill a shift, reverse seniority may be used to require a regular officer to fill all or a portion of a shift. If reverse seniority is used to fill a shift, the same employee will not be subject to reverse seniority again for seven (7) calendar days.

### **31. SAFETY**

#### **Section 31.01**

The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the Employer in its efforts to enforce safety. Any employee who feels that an unsafe condition exists shall inform the immediate supervisor as to the alleged unsafe condition.

### **32. LEGAL DEFENSE**

#### **Section 32.01**

Any legal defense arising out of the scope of work for security personnel shall be in accordance with ORS 30.285.

### **33. DISCIPLINE**

#### **Section 33.01**

Disciplinary action may be imposed upon any employee for just cause. Disciplinary action shall include verbal reprimand, written reprimand, suspension, or discharge.

#### **Section 33.02**

Any misconduct of an employee will be acted upon within ten (10) calendar days of the misconduct or when the misconduct becomes known to Port management, or it will be considered untimely.

#### **Section 33.03**

If the Port conducts an investigative interview with an employee, the employee has the right to request union representation.

#### **Section 33.04**

If disciplinary action is taken beyond a verbal reprimand, a copy of any written documentation will be given to the Union.

#### **Section 33.05**

If disciplinary action is taken beyond a verbal reprimand, the employee will be requested to sign the documentation. If the employee refuses to sign the documentation, the Employer will note this on the documentation.

Employees may submit a statement/rebuttal, not to exceed one (1) page, to the Supervisor for a verbal reprimand or to the Labor Relations Manager for any disciplinary action beyond a verbal reprimand if the employee does not file a grievance regarding the disciplinary action. This statement/rebuttal will be filed in the supervisor's file or the personnel file in Human Resources, as appropriate. The statement/rebuttal from the employee must be submitted within ten (10) calendar days of the date of the disciplinary action taken by the supervisor.

**Section 33.06**

The Employer shall not discharge any employee who has completed the introductory period without cause. If in any case the Employer feels there is 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, 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 seven (7) calendar days of receipt of notice as a grievance at Section 35.03B.

### **Section 33.07**

In the event of actions of physical or verbal threat of assault, alcohol or drug abuse, theft or any other action, other than medical illness or injury, rendering the employee incapable of performing the employee's job, the employee may be suspended immediately, without pay.

### **Section 33.08**

Any documentation of disciplinary action older than twenty-four (24) months will not be used in any disciplinary hearing if the employee has not been disciplined beyond a verbal reprimand within the last twenty-four (24) months of continuous employment.

## **34. NO DISCRIMINATION**

### **Section 34.01**

In accordance with State and Federal law, the Employer will not in any way discriminate against any union member or officer for presenting any complaint, dispute or grievance to the supervisor or department head in the manner provided for in this Agreement.

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

### **Section 35.01**

To promote better employee relations, both parties pledge their cooperation to settle any grievances, complaints or disputes.

### **Section 35.02**

Complaints are not subject to the grievance procedure but may be addressed in the following manner: When an employee or the Union has a complaint or problem, the Marine Security Superintendent, or designee, is available to discuss the issue. The Marine Security Manager, or designee, is also available to discuss problems with the employee and the Marine Security Superintendent, or designee. If, after these discussions, the employee feels the matter is not satisfactorily resolved, the employee may contact the Labor Relations Manager to discuss the situation. The employee and/or the Union should write a statement concerning the situation, sign it, and send it to the Marine Security Manager, or designee, with a copy to the Marine Security Superintendent, or designee, and the Labor Relations Manager. After these steps are followed and the employee or Union feels it is necessary to involve the department Director, the employee may do so by securing an appointment to discuss any concerns directly with the Director. The employee has the right to have a union representative in any such discussion.

### **Section 35.03**

The following shall be the sole procedure to be utilized for settlement of grievances.

- A. Any employee claiming a breach of any provision of this Agreement shall present the grievance to the Marine Security Superintendent, or designee, within fourteen (14) calendar days of the date upon which the alleged violation occurred. The grievance shall be in writing and shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested. The parties will make a bona fide effort to amicably settle such disputes.
- B. If the grievance is not settled in the above procedure within seven (7) calendar days then the employee or a union representative may refer the grievance to the Marine Security Manager, or designee. The grievance shall be presented within ten (10) calendar days from the date of response (or lack thereof) in Step A.
- C. The Marine Security Manager, or designee, will have ten (10) calendar days to respond. If the grievance is not settled within that time, the Union will have ten (10) calendar days from the date of response (or lack thereof) to notify the Labor Relations Manager that it wishes to process the issue to arbitration.
- D. If both parties agree, a grievance committee hearing may be held prior to processing the grievance to arbitration. Within ten (10) calendar days after the Marine Security Manager's, or designee's, review in

step C, either party must make a request to the other party to take the issue to a grievance committee. The grievance committee must meet within fourteen (14) calendar days. The grievance committee will be comprised of two (2) voting representatives from the Union and two (2) voting representatives from the Port. All matters coming before the grievance committee shall be decided by majority vote, and such decision shall be final and binding on both parties; however, the committee will not have the power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and the terms of this Agreement. Local 28 grievance committee members will not lose wages during the meeting if the meeting is held during their normal working hours. If the issue is not settled by the grievance committee within five (5) calendar days then the Union must notify the Labor Relations Manager as specified in 35.03C.

E. Both the Union and the Port agree to use the services of the Oregon Employment Relations Board in requesting a list of seven (7) arbitrators from which to select the arbitrator. The parties shall select an arbitrator from that list by such method as they may jointly agree upon, or, if unable to agree on a method, then by the method of

alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator will have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and submitted in writing within thirty (30) days of the arbitration hearing, or within thirty (30) days of the post-hearing briefs, if applicable. The arbitrator may provide retroactivity not exceeding sixty (60) days prior to the date the grievance is filed and shall state the effective date.

- F. Failure of the moving party to meet the time requirements set forth shall be deemed to have defaulted the grievance unless both parties mutually agree in writing to extend the time tables.
- G. The Port and the Union shall divide equally and pay the cost of arbitration, including the cost of a Court Reporter if one is requested by the arbitrator, or if both parties agree to hire one. In the event the parties agree to the use of a Court Reporter, the selection of such will be by mutual agreement. If either party chooses to hire a Court Reporter at its own cost, that party will not be required to provide a

copy of the report to the other party unless the other party pays half the cost.

## **36. STRIKES, LOCKOUTS AND WORK STOPPAGES**

### **Section 36.01**

There will be no strike, lockout or work stoppage for the life of this Agreement.

## **37. DRUG TESTING**

### **Section 37.01**

The Port 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. 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 procedure of the labor agreement.

## **38. EMPLOYEE RELATIONS MEETING**

### **Section 38.01**

To promote harmonious relations and to provide internal communications, the Employer and the Union will schedule meetings to discuss any matters pertinent to maintaining good Employer/Employee relationships. Each party shall advise the other, as far in advance as possible, the subject matters to be discussed. Whenever possible, meetings will be held during the President and Vice-President's normal working schedule. These two officers will be paid for attendance at meetings held during their normal working schedule.

## **39. PERSONNEL FILES**

### **Section 39.01**

Employees may inspect and review their personnel files in the Human Resources Department any time during normal working days and hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. by making an appointment with the Human Resources records clerk. The Employer will consider this file to be the official file of the employee.

#### **40. GOOD FAITH GUARANTEE**

##### **Section 40.01**

As an explicit condition hereof, both parties are committed to observe this Agreement in good faith. The Union and the Port are committed to observe this Agreement and commitment without resort to gimmicks or subterfuge.

#### **41. SAVINGS CLAUSE**

##### **Section 41.01**

Should any clause of this Agreement be proven illegal, the parties shall immediately meet and renegotiate only that portion found to be illegal.

##### **Section 41.02**

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.

### **Section 41.03**

This Agreement constitutes the sole and entire agreement between the parties, and shall supersede all prior collective bargaining agreements and practices or prior understandings which are contradicted by this Agreement.

## **42. TERM OF AGREEMENT, RENEWAL AND REVIEW**

### **Section 42.01**

This Agreement shall be effective July 1, 2003, and shall remain in effect through June 30, 2007. It shall be deemed renewed thereafter from year to year unless either party, at least sixty (60) days prior to the expiration date, gives notice to the other party of a desire to modify or terminate the Agreement.

### **Section 42.02**

Any portion of this Agreement may be amended by mutual consent, but amendments must be in writing and must be signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ILWU, LOCAL 28

PORT OF PORTLAND

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO LEGAL  
SUFFICIENCY

\_\_\_\_\_  
Counsel for the Port of Portland

APPROVED BY COMMISSION

\_\_\_\_\_

## **SCHEDULE A**

Effective July 1, 2003, salaries will be as follows:

### Hourly Rate

Start	\$17.92
After 1 Year	\$18.55
After 2 Years	\$19.21
After 3 Years	\$19.88
After 4 Years	\$20.57
On-Call Employees	\$21.80 w/o PERS pickup

Effective July 1, 2004 wages for all steps will be increased by 4.0%.

Effective July 1, 2005 wages for all steps will be increased by 4.0%.

Effective July 1, 2006 wages for all steps will be increased by 3.0%.

Effective January 1, 2007 wages for all steps will be increased by 2.0%.

**LETTER OF UNDERSTANDING**  
**DRESS CODE**

This letter of understanding is to itemize the articles of uniforms that will be provided each Security Officer by the Port and to designate what articles each security officer will provide.

PROVIDED BY THE PORT

1. Hard Hats will be worn at all times on the terminals in accord with state and federal safety codes. No hard hat is necessary when in a vehicle or offices.
2. Coat, Winter (Tuffy) - Optional during warm weather.
3. Shirt, Long and Short Sleeve
4. Pants
5. Neckties - worn when designated by Marine Security Superintendent.
6. Badges - Must be worn on outer garment.
7. Raingear
8. Belt
9. Baseball Cap - with Port logo.
10. Stocking Cap - dark blue Navy watchcap style. Optional.
11. Radio Belt Holder - provided as needed.
12. Hard Hat Helmet Liner - Optional.

## PROVIDED BY EMPLOYEE

1. Shoes/Boots - Black leather with hard soles ONLY.
2. Socks - Black or dark blue only if visible. (White may be worn for medical reasons with a valid medical certificate.)
3. Union Pin - Official dress pin may be worn on shirt lapel. No other insignia will be authorized.
4. Optional Garments - The following items may be worn at the option of the Security Officer. Only these items may show from under a uniform or coat. No other colors or items are authorized.
  - a) White, navy blue or black T-shirt, full neck.
  - b) White, navy blue or black long underwear.
  - c) Dark blue sweater, with Port patches or badge displayed.
  - d) Dark blue winter coveralls or ski suit.

### Miscellaneous Uniform Information

1. All security officers will work in a complete uniform only.
2. All security officers will ensure that their uniforms are kept in a good state of repair at all times.
3. All security officers will maintain a clean and neat appearance at all times while on duty.

Any item that must be dry cleaned will be done at the Port's expense up to twice in any twelve month period. Exceptions must be authorized in advance by the Marine Security Superintendent.