

COLLECTIVE BARGAINING AGREEMENT

PORT OF PORTLAND

AND

DISTRICT COUNCIL OF TRADE UNIONS

FOR

PORTLAND INTERNATIONAL AIRPORT

JULY 1, 2022 TO JUNE 30, 2026

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AGREEMENT
THE PORT OF PORTLAND
AND
DISTRICT COUNCIL OF TRADE UNIONS

PREAMBLE

THIS AGREEMENT is made and entered into by and between THE PORT OF PORTLAND, hereinafter called the "Employer," and the International Brotherhood of Electrical Workers (IBEW), Local 48 and Laborers' International Union of North America (LiUNA), Local 483, collectively known as the DISTRICT COUNCIL OF TRADE UNIONS, hereinafter called "Unions."

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race; color; sex; national origin; religion; age; sexual orientation; marital, disability or veteran status; or political affiliation. The Unions shall share equally with the Employer the responsibility for applying this provision of the Agreement.

1. RECOGNITION

Section 1.01

The Employer recognizes the Unions as sole collective bargaining agents for all employees of the Employer in all classifications contained in Schedule A of this Agreement employed by the Employer at its airports, excluding:

supervisors with the power to hire, fire, discipline, reward, responsibly direct or to effectively recommend any of the foregoing; office employees, professionals and employees of contractors or tenants of the Employer. The Employer will send copies to the Union of any revised job descriptions for classifications contained in Schedule A of this agreement. Before creating, or abolishing any represented classification, the Employer shall notify the Union to discuss the impacts. Whenever the Employer creates a new position under the jurisdiction of one of the Unions, and such position is classified under a job title not in Schedule A, the Employer and the Union shall meet within ten (10) days to negotiate a wage scale for the classification. If agreement is not reached, the final wage scale determination will be made within sixty (60) days by a three (3) person panel consisting of one (1) Employer representative, one (1) Union representative, and one (1) party selected by mutual agreement of the Employer and the Union. The position will not be filled until the wage rate has been determined.

2. UNION SECURITY

Section 2.01 – Union Membership

All employees covered by this Agreement may become and remain members of the Union. The Employer shall notify the Union of all new hires before the first day of work, when reasonably possible. Within thirty-one (31) calendar days after initial employment, a new employee shall have an

opportunity to meet with the Union representative or Steward for up to thirty (30) minutes, without loss of pay, at a time mutually agreeable to the Union and the Employer.

Section 2.02 – Deduction Authorizations

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

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

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

includes notice via email) and ask that the Employer cease payroll deduction of dues and/or payment(s).

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

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

Section 2.03– Supervisors Performing Bargaining Union Work

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

Section 2.04– Indemnification

The Unions shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article or in reliance on any

list, notice, authorization, or assignment furnished to the Employer by the Union or employee under this Article.

3. HIRING

Section 3.01

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

Section 3.02 – Applicant Priority

When hiring additional employees, the Employer shall give equal opportunity to the Unions, along with other sources, to provide applicants, provided, however, that when a position is open, existing Port employees will be given priority over "outside" applicants, provided they meet the position requirements.

Section 3.03 – Records

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

Section 3.04 – Physical Examinations

The Employer may also require a physical examination prior to or within the first thirty (30) days of employment. This examination shall be by a physician of the Employer's choice and shall be at the Employer's expense.

The Employer agrees to defend and hold harmless the Union, its officers and agents from any liability arising out of the application or administration of this provision.

Section 3.05 – Introductory Period

A period of six (6) months for persons newly employed by the Employer shall constitute an introductory period during which the Employer shall have the right to discharge without any limitations by the Union or this Agreement. Newly employed persons include those employees who transfer from another division or employee group of the Employer. Any authorized unpaid leave of absence of 30 days or more during an employee's first six (6) months of employment will extend the employee's introductory period by the amount of time the employee is out on the leave of absence. A period of two (2) months shall constitute an introductory period for those employees who are transferred from another classification at PDX maintenance. If the Port or the employee determines that the employee is not successful in the new job within this two (2) month period, the employee will be returned to his/her previous job classification with no loss of seniority in that classification.

Section 3.06 – Returning Retirees

When the Employer temporarily rehires retired members of the bargaining unit as maintenance workers, those individuals are entitled to salary compensation at the top rate of the job classification they are rehired into. The provisions of Article 19, Seniority, shall not apply. No retired

employee may be hired as a temporary into any classification in which a regular seniority employee within that same classification is in a laid off status.

Individuals rehired pursuant to this Section are eligible for the same benefits which provide pay for time not worked, including (but not limited to) holiday pay, workers' compensation, vacation, sick leave, jury duty, military or bereavement leave. Such benefits shall be prorated based on hours regularly scheduled to work.

The individuals covered by the terms of this Section shall not be eligible for any disability insurance plan or program provided for by the Employer to its employees either under the terms of the Labor Agreement or elsewhere. Individuals covered by the terms of this Section will be eligible for the same life insurance plan as regular employees covered under this Labor Agreement.

The Employer will pay the premium for the retiree and eligible dependents for medical, dental and vision coverage for the following month when the retiree is scheduled and works 120 or more hours during the preceding month. Any retired employee working 80, but less than 120, hours per month is eligible for Employer paid premium for the retiree only. Retirees who are scheduled and work less than 80 hours per month are not eligible for Employer paid premiums for these benefits. The retiree must have elected to

continue health benefit coverage through ORS 243.303 (1995) or a COBRA continuation program upon retirement in order to be eligible for the premium to be paid by the Employer as provided above.

Retirees will not be assigned to fill current staffing positions. No regular employee will be moved to another shift or have their days off changed to accommodate the hiring of temporary employees. Retirees will be assigned overtime only after regular employees have been given the opportunity to work such overtime.

4. TRAINEE PROGRAMS

“General Maintenance, Vehicle Maintenance, Building Maintenance and Landscape Maintenance Trainees” will be separate classifications under Schedule A with progressive wage rates as set forth in Schedule A. Trainees will be assigned to shifts at the discretion of the Employer in order to ensure full training for the employee.

Section 4.01 – Training Programs

4.01.01: A Training Committee, consisting of the appropriate classification Lead and one Management representative will be established. The Training Committee will meet, at a minimum, every six (6) months that an employee is in the Program. The Committee will evaluate, document and provide recommendations to the appropriate Maintenance manager as to each Trainee’s progress in the Program, and on quality of the training provided.

The implementation of any recommendations made by the Training Committee shall be within the sole and exclusive discretion of the Employer.

4.01.02: Any Trainee failing to meet Program requirements or who fails to demonstrate adequate progress through the Program, in the sole judgment of the Employer, may be dropped from the Program and, if the employee has been employed by the Employer for less than the introductory period as established in Section 3.05, may also be terminated from employment. The introductory period set forth in Section 3.05 shall apply to new employees who enroll in the Program and the Employer shall have the right to discharge any Trainee within this introductory period without any limitation by the Union. If a Trainee has successfully completed his/her introductory period before being dropped from the Program, the Trainee will be returned to his/her former position with no interruption of seniority. In addition, any Trainee who has completed his/her introductory period, but has not been enrolled in the Program for such period of time established in Section 3.05, may choose to return to his/her previous position held with no loss of seniority in that classification.

4.01.03: All Trainees shall work under the supervision of the Lead within the classification they are employed and under the direct supervision of a journey-level employee, as assigned by the Lead in that classification.

4.01.04: No one will occupy a Trainee position if an employee in that classification is in a laid off status.

4.01.05: Upon the successful completion of this Program, Trainees will be elevated to journey level status, filling the vacant position previously held by the trainee position in that classification.

4.01.06: All costs associated with this Program will be borne by the Employer.

4.01.07: A training program will be established by mutual agreement of the Employer and Local 483.

5. STANDARD WORK WEEKS

Section 5.01 – Work Week

Forty (40) hours shall constitute a work week, eight (8) hours per day, five (5) consecutive days per week, except as provided in Sections 5.02 and 5.03.

Section 5.02 – 8 or 10-Hour Shift Work Week

By mutual agreement between the Union and the Employer, shifts for any classification (GA and PDX to be considered separately for the purposes of this Section) can be modified to provide a work week consisting of ten (10) hours per day, four (4) days per week. When a 4-10 work week is established for any classification, all personnel in that classification covered under this

contract shall work the 4-10 work week, and such work week shall be established for a minimum one (1) year period. The 10-hour shifts will be continued unless either the Employer or the Union gives the other party at least a thirty (30) day written notification that it wishes to cancel the 10-hour shifts. In this event, the notice of cancellation will be posted by the Employer, and the eight (8) hour shifts will be re-bid.

Section 5.03 – Other Work Weeks

Notwithstanding the hours set forth in Sections 5.01, 5.02 and 6.01, the Employer may employ certain classifications with shift hours and work weeks other and different than those so set forth, provided, however, that such employees shall be paid in accordance with the provisions of Sections 6.06, 6.07 and 6.08 and shall have two (2) consecutive days off each week which shall be considered as Saturday and Sunday. Such shifts shall not be utilized unnecessarily. Once such schedules are set, they shall remain in effect for a minimum of 60 days unless a shorter time period is mutually agreed upon. All other conditions of the regular work week not inconsistent with this paragraph shall also apply.

Section 5.04 – Bona Fide Training Needs

5.04.01: When a bona fide training need exists (including, but not limited to, training required as a term of employment, technical training to perform tasks efficiently, safely and in an environmentally responsible manner, such as new equipment, processes, safety, environmental or security

training) employees will be notified in writing at least seven (7) calendar days in advance of any change to their shift.

5.04.02: Management will make a reasonable effort, considering net costs to the Port, operational and other impacts, availability of trainers, facilities, etc. to schedule training during an employee's normal hours of work.

5.04.03: If an employee's normal work schedule must be changed to accommodate training, the change will be done in a fashion which minimizes the duration.

5.04.04: For shift changes due to bona fide training reasons, the Employer will be exempted from paying the overtime rate provided for in Section 6.03.

5.04.05: Employees will continue to receive their normal bid shift differential while in training.

6. SHIFTS

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

Section 6.01 – Day Shift: Start Time

The regular starting time of the day shift for employees working an 8-hour shift shall be 7:00 a.m., except that when existing conditions render it desirable to start the day shift at an alternate time, such starting time may, by

mutual agreement between the Employer and the Unions, be made between 6:00 a.m. and 8:00 a.m.

The regular starting time of the day shift for employees working a 10-hour shift shall be 6:00 a.m., except that when existing conditions render it desirable to start the day shift at an alternate time, such starting time may, by mutual agreement between the Employer and the Unions, be made between 5:00 a.m. and 7:00 a.m.

Section 6.02 – Day Shift: 24-Hour Period

The regularly established starting time of the day shift shall be recognized as the beginning of the twenty-four (24) hour work day period. When irregular or broken shifts are worked, overtime rates shall apply before the regular starting time and after the regular quitting time of the shift on which the employee is regularly employed.

Section 6.03 – Shift Transfers

The shift transfer of employees from one shift to another due to a bid process shall not be implemented during a work week that includes a recognized holiday under Article 9.

Employees transferred from one shift to another, unless relieved from work at least a full shift as defined in section 6.05 before starting their new shift, shall be paid the overtime rates for the first such new shift worked; however, if an employee working on the "first" or regular day shift is required

to return to work on the third shift within the same twenty-four (24) hour work day period, the employee shall receive double time for the first such "third" shift worked. The twenty-four (24) hour work day period mentioned herein shall be the twenty-four (24) hour period commencing with the starting time of the day shift.

Section 6.04 – Temporary Shift Exchanges

Shift exchanges will be allowed subject to management approval.

Employees who wish to trade shifts must make a request to management at least fourteen (14) calendar days in advance. Shift exchanges will be for a minimum of one (1) work week up to a maximum of four (4) work weeks, at management discretion. Such trades may be allowed without any shift bid requirement.

The appropriate shift premium will only be paid to the employee working either swing or graveyard shift as a result of the trade. In addition, the Port will not incur any overtime penalties as normally applied to shift transfers initiated by the Port.

Section 6.05 – Overtime: Time Off Between Shifts

Employees required to work overtime past the quitting time of their regular shift, unless relieved from work a full shift (8.5 hours), as set forth herein, before starting to work on their next regular shift, shall be paid the overtime rate for such shift.

Section 6.06 – Day Shift: Work Period

6.06.01: For employees working an eight (8) hour day, five (5) day work week, an eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium.

6.06.02: For employees working a ten (10) hour day, four (4) day work week, a ten and one-half (10-1/2) hour period less thirty (30) minutes for meals on the employee's time. Pay for the full shift period shall be a sum equivalent to ten (10) times the regular hourly rate. The day shift rate would include two (2) hours swing shift premium divided by ten (10) hours and added to the hourly rate as set forth in Schedule A.

Section 6.07 – Second Shift: Work Period, Start Time, Shift Premiums

6.07.01: For employees working an eight (8) hour day, five (5) day work week, an eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time. The regular starting time of the second shift shall be 3:00 p.m., but such starting time may be adjusted between 2:00 p.m. and 4:00 p.m. for an individual or an entire shift by mutual agreement of the Employer and the Unions. Effective the first full pay period following approval of this CBA by the Port's Commission, pay for a full second shift period shall be a sum equivalent to eight (8) hours times the regular hourly rate as set forth in Schedule A plus \$2.75 per hour premium.

6.07.02: For employees working a ten (10) hour day, four (4) day work week, a ten and one-half (10-1/2) hour work day less thirty (30) minutes for meals on the employee's time. The regular starting time of the second shift shall be 4:00 p.m., but such starting time may be adjusted between 3:00 p.m. and 5:00 p.m. for an individual or an entire shift by mutual agreement of the Employer and the Unions. Effective the first full pay period following approval of the CBA by the Port's Commission, pay for the full shift period shall be a sum equivalent to ten (10) hours times the regular hourly rate as set forth in Schedule A plus \$2.75 per hour premium.

Section 6.08 – Third Shift: Work Period, Start Time, Shift Premium

6.08.01: For employees working an eight (8) hour day, five (5) day work week, an eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time. The regular starting time of the third shift shall be 11:00 p.m., but such starting time may be adjusted between 10:00 p.m. and 12:00 a.m. for an individual or an entire shift by mutual agreement of the Employer and the Unions. Effective the first full pay period following approval of the CBA by the Port's Commission, pay for a full third period shall be a sum equivalent to eight (8) hours times the regular hourly rate as set forth in Schedule A plus \$ 3.25 per hour premium.

Section 6.09 – Breaks

Rest breaks shall continue in accordance with past practice which calls for two (2) fifteen-minute breaks per shift.

7. WAGE SCALES

Section 7.01

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

Section 7.02 – Higher Classification

Whenever it is necessary to transfer an employee from one classification to another, the Employer shall pay to such employee the higher rate for that classification for the time the employee is required to perform such work. In no event unless that transfer is to be permanent shall the employee receive less than the employee's regular scale from the classification the employee is transferred from.

Section 7.03 – Determining Classification

In determining an employee's classification, the classification in which an employee is paid more than fifty percent (50%) of the time over any continuous 12-month period shall be the employee's classification, except as outlined below. Any employee who achieves a higher classification under this Section will be required to bid the new position as outlined in Section 19.05.

The sole exception is that the Port will be allowed to backfill a medical leave vacancy for a continuous 12-month period in a higher classification. This time period may be extended by mutual agreement.

Section 7.04 – Lead

An employee regularly assigned as lead will continue to receive lead rate of pay while on a paid leave of absence.

Section 7.05 – Assistant Lead

An employee regularly assigned as assistant lead will continue to receive assistant lead rate of pay while on a paid leave of absence.

8. OVERTIME

Section 8.01 – Outside, Regular Shifts, Holidays

8.01.01: Overtime at the rate of one and one-half (1-1/2) an employee's established hourly rate as set forth in Schedule A, exclusive of shift premium, shall be paid for the first two (2) hours of overtime when contiguous with an employee's established shift. If the employee works more than two (2) hours of overtime, then all overtime for that day will be at the rate defined in Section 8.01.02.

8.01.02: Except as provided in Section 8.01.01, overtime at the rate of double an employee's established hourly rate as set forth in Schedule A, exclusive of shift premium, shall be paid for all work performed outside of or in excess of an employee's established shift, and on holidays.

8.01.03: If an employee works more than twelve (12) hours of overtime in a pay period, all overtime will be at the rate defined in Section 8.01.02.

Section 8.02

When an employee is called by telephone, during off-hours, for work related issues, other than being called regarding any type of shift scheduling change (including being called for an overtime assignment), the employee will be paid for the time actually spent working at the applicable overtime rate of pay. Applicable time spent working will be rounded up to the nearest 6-minute increment.

If the employee being called at home is already receiving Pager Pay under Section 13.05, then the paid time above will not apply unless the amount of time spent working in the above situation exceeds one (1) hour. In that case, the employee will be paid up to the nearest 6-minute increment for the time spent working over one (1) hour.

Section 8.03 – Around The Clock

Employees required to work around the clock (three [3] shifts) and required to continue work through their regular assigned shift shall continue to receive pay at the overtime rate.

Section 8.04 – Overtime Bumping

8.04.01: There will be no overtime bumping. Whenever an employee starts a specific job that the Employer requires completed on overtime, that employee shall have first opportunity for the overtime.

8.04.02: Once overtime is started to finish a job, an employee will not be replaced with another employee on overtime for up to four (4) hours, unless:

- a) The employee requests to be relieved, or
- b) The replacing employee was prescheduled for an overtime shift (such as a 12-hour shift), or
- c) The replacing employee is paid overtime on their regular shift due to not having 8.5 hours off in between shifts, as required in Section 6.05, or
- d) The replacing employee is working on a holiday and is on overtime, or
- e) The job cannot be completed and the Employer, therefore, terminates the job.

8.04.03: The Employer retains the right to relieve an employee of the overtime assignment due to inefficiency.

Section 8.05 – Lunch Periods

8.05.01: Any employee who is required to work more than two (2) hours beyond their regular shift shall be allowed a thirty (30)-minute lunch period on the Employer's time, to be taken not later than the expiration of such two (2)-hour overtime period. In the event the employee works for more than four (4) hours beyond such two (2)-hour overtime period, the employee shall receive an additional thirty (30)-minute lunch period on the Employer's time for each additional four (4)-hour overtime increment. A meal period shall be allowed on the Employer's time when employees are required to work more than two (2) hours before their regular shift and continue working into their regular shift thereafter.

This does not apply to the regular lunch period when employees are working overtime on their regular days off or on holidays.

8.05.02: Employees required to work during their regularly scheduled lunch period shall receive the established overtime rate for such lunch period with the following exception: if the employee receives an uninterrupted 30-minute lunch period within 30 minutes (either before or after) of when the employee's regularly scheduled lunch period normally occurs then no overtime will be due. It is intended that there be a 1.5-hour window during which the regularly scheduled lunch period can occur with no overtime penalty. For example, if the employee's regularly scheduled lunch period

normally begins at 11:00am, then the lunch could actually begin between 10:30am and 11:30am without any overtime penalty.

Employees who do not receive an uninterrupted 30-minute lunch period shall be allowed a reasonable opportunity to eat lunch on the Employer's time.

Section 8.06

Whenever Incident Command System (ICS) is established within the Aviation system and all designated employees of Aviation Maintenance (PDX and/or GA) are moved to 12-hour shifts, the Employer shall provide lunches. The type of meal provided and the timing thereof, may be affected by and driven by the nature of the incident that resulted in the ICS being established. All other contract terms dealing with the lunch period will apply.

9. HOLIDAYS

Section 9.01

Holidays shall be recognized as follows and paid for at eight (8) times the straight time hourly rate:

New Year's Day, President's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

Employees will be credited with six (6) days (48 hours) of personal leave each fiscal year. Personal leave days will accrue on the first day of the first pay period of each fiscal year and must be used by the last day of the last pay period of each fiscal year. The monthly rate for new employees hired will be 4.00 hours per month for the remaining months of the fiscal year, including the month in which they are hired. For the purpose of this section, new employees do not include employees transferred from another Port department or division unless the employee being transferred was not eligible for personal leave in the previous department or division.

Employees working a ten (10)-hour day, four (4)-day work week may use two (2) hours of unpaid leave in combination with eight (8) hours of personal leave to complete a full ten (10)-hour day.

The six (6) personal leave days may not be carried over from year to year.

Employees may not schedule their last day of employment as a personal leave day. Their last day must be the last day they worked in person in the office.

9.01.01: If one of the holidays referred to in Section 9.01 above falls on the employee's first consecutive day off, the preceding work day will be observed as the holiday. If the holiday falls on the employee's second

consecutive day off, the following work day will be observed as the holiday, except employees working a 10-hour shift schedule may choose to take the preceding work day off with the approval of the supervisor. If the holiday falls on the employee's third consecutive day off, the following work day will be observed as the holiday.

9.01.02: The Employer also retains the right to require the employee to work on a recognized holiday, in which case the employee shall be compensated in accordance with Section 8.01.02 and in addition shall receive holiday pay as defined in Section 9.02.

9.01.03: If an employee elects to trade days off in order to take the holiday contiguous with his/her regular days off, and such trade results in the employee working on the actual holiday, the Employer will not be required to pay overtime for the hours worked on the holiday, unless required by some other overtime provision. Any such trades are subject to approval by the Employer.

9.01.04: Employees working a ten (10) hour day, four (4) day work week may elect to utilize two (2) hours of vacation, personal leave or unpaid leave to receive a full ten (10) hours holiday pay.

Section 9.02

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

9.02.01: The employee works or is otherwise in a paid status on both the regularly scheduled work day prior to and the regularly scheduled work day following the applicable holiday; or

9.02.02: The employee is on an unpaid leave of absence approved by the Employer, or a temporary layoff, not to exceed fifteen (15) calendar days in either situation.

10. VACATIONS

Section 10.01 – Vacation Accrual

Vacation accrues at the following rates depending on length of service with the Employer:

Length of Service	Hours Accrued per Year	Maximum Accrual
0 through 4 years	80 hours per year	160 hours
5 through 9 years	120 hours per year	240 hours
10 through 19 years	160 hours per year	320 hours
20 years or more	200 hours per year	400 hours

Section 10.02 – Eligibility

An employee must be employed for six (6) months before becoming eligible to take a vacation, unless an exception is made at management's sole discretion.

Vacation accrues on a pay period basis. Vacation accrual may not accumulate beyond two (2) years. When employment is terminated, the employee's accumulated vacation will be paid.

Employees may not schedule their last day of employment as a vacation day. Their last day of work must be the last day they were physically in the office.

Section 10.03 – Accrual During Leaves of Absence

Vacation and sick leave accrual will continue to accumulate during a leave of absence to the extent the employee remains in a paid status. For occupational injuries, vacation accrual will continue to accumulate to the extent that statutory workers' compensation benefits are being paid, or for a maximum of one (1) year. Anyone reemployed after resigning, insofar as vacation accrual is concerned, will be considered a new employee.

11. MAINTENANCE WORK

Section 11.01

Maintenance work shall be performed at rates and conditions herein established. Maintenance work shall consist of maintenance of all equipment,

yard and plant facilities owned and/or operated by the Employer. Maintenance work shall consist of day-to-day maintenance work customarily performed. Maintenance shall not include major installation, major replacement and major reconstruction of equipment and facilities.

12. MANAGEMENT RIGHTS

Section 12.01

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

Section 12.02

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

13. REPORTING PAY AND MINIMUM PAY

Section 13.01

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

Section 13.02

Employees required to report for work not continuous with their regular assigned shift hours, or on their normally scheduled days off, or holidays, shall receive not less than two (2) hours' pay at double an employee's established hourly rate. The foregoing does not preclude the Employer from scheduling overtime, provided such overtime is scheduled before the end of the employee's work shift.

Section 13.03 – Voluntary Quit/Layoff

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

Section 13.04– Pager Pay

Effective the first full pay period following Port Commission approval of the CBA, any employee requested to remain available for call out in place of shift coverage shall be paid one (1) hour at double the employee's established hourly rate per shift covered.

Section 13.05 – General Aviation

13.05.01 – Temporary Assignments: When an employee is directed to report for temporary assignments, of thirty (30) days or less, at either Troutdale or Hillsboro Airports, the employee will receive a mileage allowance equal to the current Port mileage rate per mile round trip for the mileage between Portland International Airport and other Port of Portland Aviation facilities. In addition to the mileage allowance, an employee required to report directly to Hillsboro Airport will receive one (1) hour's pay at the straight time rate.

If the assignment exceeds thirty (30) consecutive work days, the employee will be given the option of returning to Portland International Airport, or remaining on the assignment, but without the mileage or one hour's pay allowance.

13.05.02 – Other Than Temporary Assignments: If the assignment initially is expected to exceed thirty (30) consecutive work days, then the selection to fill that assignment will be in accord with Section 19.04. No mileage or the extra hours pay will be granted.

14. SAFETY, SANITATION, VENTILATIONS, AND PHYSICAL EXAMINATION

Section 14.01 – Safe Working Conditions, Working Safely

The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Unions will cooperate to that end and support the employer when discipline is required in the case of flagrant or repeated safety regulation violations. The Unions will encourage their members to work in a safe manner.

Section 14.02 – Safety Committee

Employee membership to the Safety Committee shall be per the current Aviation Safety Committee Policy and Procedure Manual.

Section 14.03 – Personal Protective Equipment, Injuries, Licensing Fees

14.03.01: The Employer shall furnish all suitable personal protective equipment as may be required under current Aviation Safety Programs, or as otherwise determined by the Employer. Employees shall properly utilize personal protective equipment as required.

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

14.03.03: The Employer will reimburse employees in maximum amounts specified below for footwear, including shoes, boots, toecaps, and

orthotics. All footwear must conform to applicable current ANSI standards and employees shall wear ANSI compliant footwear as required. The employee must present a receipt for the footwear to the Maintenance Manager, or designee, prior to the reimbursement. The reimbursement for safety shoes may not be carried over from year to year.

Upon approval of the contract by the Port's Commission, the Employer will reimburse for footwear up to a maximum of \$200.00 per fiscal year. Beginning on July 1, 2024, the Employer will reimburse for footwear up to a maximum of \$225.00 per fiscal year. Employees may seek reimbursement only one time per fiscal year. For example, if an employee buys two pairs of safety shoes during a fiscal year totaling \$200.00, the employee must seek reimbursement for both pairs at the same time and the request must be made during the fiscal year in which the shoes were purchased. Employees are encouraged to submit receipts footwear no later than sixty (60) days after purchase. Reimbursements paid more than sixty (60) days after the original purchase may be taxed as bonus incentive per IRS regulations.

14.03.04: An employee suffering an industrial injury who is advised not to resume work by a medical provider who is authorized by the State of Oregon to provide services to employees who sustain an industrial injury shall be paid on the employee's usual basis, pursuant to the terms of this Agreement, to the end of the shift in which the injury occurred. If an

employee completes working the shift during which the employee sustained an injury and on the following day, after reporting for work, seeks treatment and is advised by a medical provider not to continue work because of the injury, the employee shall be paid to the end of that shift. The employee must have immediately reported the injury to the Employer following its occurrence, and the medical provider must provide written authorization for the time from work.

14.03.05: Except to the extent the Employer in good faith determines that such notification is not permitted by law, the Employer shall notify the respective Union not later than the end of the working day, if possible, of any lost time accidents to any of its members that necessitated confinement in any hospital or clinic, provided the Employer has knowledge of such confinement.

14.03.06: The Employer will reimburse one hundred percent (100.0%) of the cost of licensing fees for any craft when the Employer requires the employee to have a license or certification. The employee must present a receipt for the license or certificate to the Maintenance Manager, or designee, prior to reimbursement.

Section 14.04 – Sanitation

14.04.01: Suitable lockers, washrooms and drinking water shall be furnished by the Employer.

14.04.02: All toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated, and adequate quarters, with heat and hot water, shall be provided for employees to change and dry their clothes. Lunch areas with proper seating and tables shall be provided and shall be separate from toilet facilities.

Section 14.05 – Physical Examination

The Employer may require a medical examination when the employee's ability to perform the required work is in question, or where an employee's performance might jeopardize the life and health of the employee or co-workers. The Employer may also require a physical examination if it is necessary to acquire or maintain a license in order to perform the duties of the job. If the physical exam is for the purpose of obtaining or maintaining a license required by the Port, employees may elect to go to a physician of their choice. Upon receipt of the medical exam report, the Port will reimburse employees up to the amount normally paid to the Port's contracted physicians. The Employer agrees to defend and hold harmless, to the extent permitted by law, the Union, its officers and agents from any liability arising out of the application or administration of this provision.

No provision of this contract shall in any way limit the Americans with Disabilities Act of 1990 as amended.

Section 14.06 – Alcohol and Controlled Substances Policy

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

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

Section 14.07 – Safety Incentive

The Employer shall issue a \$ 500.00 payment (grossed up) to all regular full-time employees in a paid status each fiscal year that the Employer meets its Safety Metric. Such payment is subject to completion of the Port's annual audit and verification by audit that the Safety Metric was achieved.

15. UNION REPRESENTATION

Section 15.01

The business representative of the various crafts shall have access to the Employer's maintenance department by applying for permission through the designated office, provided they do not interfere or cause workers to neglect their work. Business representatives shall obey all rules and regulations of the installation.

16. SHOP STEWARD

Section 16.01 – No Discrimination

The Employer will not in any way discriminate against any shop steward for presenting any complaint, dispute or grievance to the employee's supervisor or department head or to the Human Resources Department in the manner provided for in this Agreement.

Section 16.02 – Seniority

The shop steward shall have seniority over other employees within the steward's classification during the steward's term of office in regard to layoff and recall.

Section 16.03

The Union shall advise the Employer of the names of shop stewards currently elected or appointed. The full grievance procedure shall be available

to any Union which feels that its shop stewards have been discriminated against.

Section 16.04

The Employer and the Union agree to the primary principle that Union activities will normally be carried on outside of working hours. However, Shop Stewards may investigate and process grievances during working hours without loss of pay, and reasonable efforts shall be made to avoid disruptions of work. Prior approval shall be obtained from the appropriate supervisor and such approval will not be unreasonably denied.

Section 16.05 – Union Leaves of Absence

Upon 10-day written notification from the Union to the Employer, authorized Union representatives may be given short term leaves of absence, less than thirty days, without pay to transact Union business for the Union in which they are a represented member. The Union will cooperate with the Employer by controlling requests in a manner that will minimize interference with the Employer's operation. Leaves will be limited to two (2) per fiscal year.

17. PAYDAY

Section 17.01

Payday shall be biweekly. Employees shall be paid prior to the end of their assigned shift.

Section 17.02 – Layoff, Discharge

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

18. STRIKES AND LOCKOUTS BARRED

Section 18.01

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

Section 18.02 – Picketing

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

Section 18.03

If a labor dispute arises it shall be the responsibility of both parties to pledge their immediate cooperation to meet and determine the needs as outlined in Section 18.02.

19. SENIORITY

Section 19.01 – Seniority Classifications

After completion of the introductory period, as outlined in Section 3.05 of this Agreement, seniority shall be determined by the employee's length of continuous service with the Employer since the employee's last date of hire to work in one of the classifications listed below:

Job Classification

General Maintenance

Vehicle Maintenance

Electrician

Electrician/HVAC

Electrician/Revenue Control

Baggage Handling System Technician I and II

Building Maintenance Mechanic

Landscape Gardener

Store Room Clerk

Maintenance Helper

Lighting Maintenance Technician

General Maintenance Trainee

Vehicle Maintenance Trainee

Building Maintenance Mechanic Trainee

Landscape Gardener Trainee

Section 19.02 – Layoff and Recall

Seniority shall apply in the matter of layoffs and recall only where ability to perform the required work or contribution to the overall efficiency of the operation are equal with respect to the employees involved in such layoff or recall.

Section 19.03

The Port of Portland will not hire or employ anyone to work in a work group in the classification of Maintenance Helper when an employee with seniority from that particular work group is in a laid off status. For example: if a Landscape Gardener with seniority is laid off, the Port will not hire or retain a Maintenance Helper to work in the landscaping crew.

Section 19.04 – Job Openings

Seniority within each classification shall apply to transfers to job openings within the classification where ability to perform the required work or contribution to the overall efficiency of the operation are equal.

Section 19.05 – Shift Selections

Subject to staffing needs and maintaining efficiency of the Maintenance Department as determined by the Employer, seniority shall be the primary

factor in the selection of shifts and days off, provided the employee is otherwise qualified.

Section 19.06 – Vacant Shifts

For any vacancies that occur, employees will be allowed to bid by seniority within each classification, as outlined in Section 19.05.

Section 19.07 – Vacation Selection

Vacation selections shall also be on a seniority basis within each classification. However, an employee can exercise seniority for only one (1) vacation selection each year, provided such requests are made by May 15 of each calendar year.

Section 19.08 – Leaves, Layoffs

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

Section 19.09 – Loss of Seniority

An employee's seniority under this article shall be terminated under the following conditions:

19.09.01: If the employee is discharged for just cause.

19.09.02: If the employee quits.

19.09.03: If an employee is collecting unemployment insurance or is unemployed and is contacted at least sixteen (16) hours in advance and fails

to report for work, with the exception of a bona fide illness substantiated by a doctor's slip or a death in the immediate family as defined in Section 21.09.

19.09.04: If an employee is working for another employer and fails to report for work of thirty (30) or more calendar days duration with a seventy-two (72) hour notice, excluding Saturdays and Sundays.

19.09.05: If the employee becomes physically unable to perform the duties of the employee's classification as substantiated by a medical examination and evaluation.

19.09.06: If the employee is off the active Employer payroll for a period of one (1) year and the absence is not a result of an illness or industrial accident that originated when the employee was on the active payroll.

Section 19.10

It is the intent of the parties to utilize laid-off Port employees from this bargaining unit to perform temporary work at Portland International Airport rather than hire new employees for short-term durations. When there is temporary work available, the first source will be laid-off Port employees from this bargaining unit in either Local 483 or Local 48 who are qualified to perform the work. Such assignments will last for a period not to exceed six (6) months for any one individual except by mutual agreement between the Employer and the Union.

20. RETIREMENT

Section 20.01 – PERS/OPSRP

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

Section 20.02 – PERS/OPSRP

The Employer agrees to maintain its membership in the state of Oregon Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP). The Employer shall pay a six percent (6%) average employee contribution to the employee's Individual Account Program (IAP) for the employee members then participating in the IAP. Such payment of employee member contributions to the IAP shall continue for the life of this Agreement.

21. HEALTH AND WELFARE

Section 21.01 – Sick Leave

Employees shall accumulate sick leave at the rate of eight (8) hours per month with no limitation to the accumulation.

Section 21.02 – Sick Leave: Notification

When an employee is unable to work because of illness, the employee shall notify the Maintenance Operations Center of the employee's absence and the reason therefore as promptly as available means of communication

permits. Sick leave accrued will be available for use on the first workday missed.

Section 21.03– Sick Leave: Dependent Care

An employee may use accumulated sick leave, up to a maximum of twenty-four (24) hours, to provide care during an illness or disability of the employee’s spouse or domestic partner, children or step-children that is not covered under FMLA/OFLA. The maximum of twenty-four (24) hours applies to any one illness or disability.

Section 21.04 – Sick Leave Usage

Sick leave shall be used only for authorized purposes. Authorized purposes include but are not limited to permitted usage under the Oregon Sick Time Law. The Employer reserves the right to require an employee to present a healthcare provider’s certificate to their immediate supervisor in instances of extended illness, or when the Employer has reason to believe an employee may be misusing sick leave benefits. Any misuse of sick leave benefits may result in disciplinary action as defined in this Agreement.

Section 21.05 – Medical/Dental Appointments

An employee shall be permitted time off for medical and dental appointments. Time off for medical and dental appointments will be charged to the employee's accumulated sick leave. The employee may be required to furnish to the Employer a doctor or dentist's certificate of actual time off for

such appointment. Appointments for medical and/or dental work will be scheduled early or late in the day whenever possible to keep interference with the employee's regular duties at a minimum.

Section 21.06 – Sick Leave Payoff

Upon retirement or termination, employees whose last date of hire is prior to July 10, 2013, will be paid five percent (5%) of accumulated sick leave per year of service up to a maximum of fifty percent (50%) of 1,040 hours.

Employees whose last date of hire is on or after July 10, 2013 will not receive any payment of their accumulated sick leave upon termination or retirement.

Section 21.07 – Early Retirement

The Port will make the provisions of ORS 238.350 available to employees to the extent to which accumulated unused sick leave may be applied as a retirement credit.

Effective July 1, 2008, the Employer will provide the same early retirement health care coverage and phase-out that is provided to administrative employees under Port policy. In the event changes are made to the plan, the Port agrees to negotiate the impacts of these changes. The early retirement health care coverage will be phased out in the following manner:

Employees Who Meet Eligibility Requirements:	Port-paid Contribution	Retiree-paid Contribution
-On or before 12/31/2008	100%	0%
-On or between 1/1/2009 and 12/31/2011	50%	50%*
-On or after 1/1/2012	0%	100%

*or active employee rate, whichever is higher

Any Port-paid contribution will continue until the last day of the month before the month in which the retiree reaches age 65. It is the employee's eligibility** for the benefit that determines the amount of the Port-paid contribution and not when the employee actually retires.

** Employees who elected to waive their benefit under this Section in 2008 are not eligible for this retirement benefit.

Section 21.08 – Injury Leave

Any employee who, during the life of this Agreement, sustains an injury which is accepted under the Workers' Compensation laws shall, in addition to monies paid as statutory workers' compensation benefits, receive from the Employer an amount through the regular payroll system that, combined with the monies paid as statutory benefits, will closely equal the employee's net straight time rate.

Upon claim acceptance, an employee will not be required to use personal sick leave for a period not to exceed ninety (90) calendar days from

the date upon which such Workers' Compensation payments commence. The Employer may act to grant an additional sixty (60) calendar days coverage for a continuous period of disability. After any extension, the Employer may review the case for any further action it may wish to take. If no extension is granted after the ninety (90) day period, any future lost time paid through the payroll system, if authorized by the employee, may be charged against the employee's accumulated sick leave amount.

Section 21.09 – Bereavement Leave

An employee shall be allowed a maximum of twenty-four (24) hours of time off duty without loss of pay by reason of the death of a member of the employee's immediate family. Immediate family is defined as the employee's current spouse or domestic partner (both same- and opposite-sex), as well as the parents, step-parents, children, step-children, child in loco parentis status, sister, step-sister, brother, step-brother, grandparents, great-grandparents, or grandchildren of the employee or the employee's current spouse or domestic partner. Such time off shall be charged against Employer paid bereavement leave.

If it is necessary for the employee to travel a significant distance out of the area (e.g., via airplane, train) and where there are special circumstances when additional time is required to assist in making arrangements and/or attend the funeral or services, a maximum of up to forty (40) hours of leave

will be granted to allow for travel time. Approval for such travel time shall be made by the Maintenance Manager or designee. All paid bereavement leave runs concurrently with leave granted under OFLA.

If the employee is physically and/or mentally unable to return to work after the applicable twenty-four (24) to forty (40) hours of bereavement leave, the employee may utilize up to three (3) workdays of paid sick leave for additional time away to grieve. The time away may also qualify as FMLA/OFLA covered leave.

Section 21.10 – Family and Medical Leave

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

While on family medical leave, the employee shall use accrued leave time to receive pay, in accordance with the Port's policies on Family and Medical Leaves.

Section 21.11 – Medical And Vision

Any employee compensated eighty (80) hours or more in a calendar month is eligible for medical and vision benefits for the following month.

Medical Insurance: The Employer will provide a choice of two (2) insurance carriers for employees and their eligible dependents; one carrier will be for a high-deductible preferred provider organization (PPO) plan, the

second will be a plan provided by a health maintenance organization (HMO). In the event the insurance carrier is changed, the coverage will be equal to or better than the present coverage. Effective January 1, 2023, medical benefits provided under the high-deductible PPO plan and the HMO plan will be the same plans and benefits that are provided to the administrative employees as of January 1, 2023. Effective January 1, 2023, the Port will establish Health Savings Accounts (HSAs) for employees who elect the high-deductible PPO plan and make contributions on the employees' behalf in accordance with the following schedule:

	Current HSA Port Contribution	HSA Contribution as of January 1, 2023	Wellness Contribution	New Maximum HSA Contribution as of January 1, 2023 (if wellness incentive earned)
Employee Only	\$300	\$500	\$200	\$700
Employee and Dependents	\$800	\$1,200	\$200	\$1,400

For calendar years 2023, 2024, 2025, and 2026, the Port will pay the entire amount of its contributions to HSAs during the first full pay period in

January of those respective years. Port contributions to HSAs for employees hired mid-year will be prorated.

For calendar years 2023, 2024, 2025, and 2026, the Port shall contribute the equivalent amounts above into a Health Reimbursement Account (HRA) for those employees who elect the high-deductible PPO plan but who are otherwise ineligible to have an HSA under IRS regulations. If an employee enrolls in the Kaiser High Deductible Health Plan and is not eligible for the HSA under IRS regulations, there is NOT an HRA available. No funds will be deposited into an HSA or an HRA.

Employees who enroll in the HMO plan will not receive a contribution to HSAs or HRAs. For calendar years 2023, 2024, 2025, and 2026, employees enrolled in the HMO plan who successfully complete Port wellness activities as determined by the Port, will receive the same premium discount provided to administrative employees enrolled in the HMO plan who successfully complete Port wellness activities.

During the term of this Agreement, if the Employer agrees to or provides better or increased HSA or HRA benefits to any other bargaining unit or non-represented employees, then the Port will also make those changes for this group, or, at the option of the Unions, the Unions shall have the right

to initiate a contract bargaining reopener related to Article 21 (Health and Welfare).

Vision Insurance: The Employer will provide a vision care program for employees and their eligible dependents that covers basic vision service. The Employer will offer a vision buy-up option, that is the same as what is offered to administrative staff, for the employee and their eligible dependents, that the employee can enroll in at their own expense. In the event the insurance carrier is changed, the coverage will be equal to or better than the present coverage.

Section 21.12 – Dental Insurance

Dental insurance for employees and their eligible dependents is effective on the first of the calendar month following date of hire, provided at least eighty (80) hours are compensated in each month, except if International Association of Machinists 125 Dental Program Contract is selected dental insurance is effective on the first of the month after four (4) calendar months in which at least eighty (80) hours are worked in each month. Following initial eligibility, employees continuing to work at least eighty (80) hours in a calendar month will be eligible for dental benefits for themselves and their eligible dependents for the following month. There will be a choice of three carriers, one of which will be the International Association of Machinists 125 Dental Program Contract.

Section 21.13 – Opt Out

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

Section 21.14 – Extended Absences: Self-pay Premiums

Employees who are laid off, or are on an extended sick leave absence and not in a pay status, shall be allowed to self-pay medical insurance premiums in accord with federal and state law.

Section 21.15 – Life Insurance

A Fifty Thousand Dollar (\$50,000) life insurance policy will be provided each employee. Effective the first full month following the Port Commission's approval of the CBA, the life insurance policy will be increased to \$100,000.

Section 21.16 – Voluntary Term Life Insurance

Employees may purchase additional term life insurance for employees and their eligible dependents. The insurance plan will be the same as that offered to administrative employees. The cost of this coverage is paid by the employee as a payroll deduction.

Section 21.17 – Short-Term Disability/Long-Term Disability

Employees will be provided with the same short-term disability and long-term disability plans that are provided to administrative employees. The premiums for both plans will be paid by the Employer.

Section 21.18 – Flexible Spending Account

The Employer will provide eligible employees with the option to enroll in the Flexible Spending Account program. This program will be the same as that offered to administrative employees.

Section 21.19 – AD&D Insurance

One Hundred Thousand Dollars (\$100,000) Accidental Death and Dismemberment insurance coverage due to bomb explosion, resulting from bomb investigation search, will be provided on the basis that an employee participating in a bomb search will be covered by such insurance.

Section 21.20 – Premium Maximums

Employees will pay eight percent (8.0%) of the blended monthly composite based on the medical premium subject to annual changes as specified by carrier renewals; this will be paid by the employee as a payroll deduction. The Employer will pay the remainder of the medical premium and will pay one-hundred percent (100%) of the premium for dental and vision insurance (unless the employee is enrolled in the International Association of Machinists 125 Dental Program Contract [NWIAM], in which case the employee will pay an additional amount as specified below).

In addition to the employee monthly payment as specified above, employees enrolled in NWIAM dental will pay an additional monthly amount based on a blended composite rate, with each employee enrolled paying an equal amount (regardless of family status).

Section 21.21 – Critical Illness and Accident Plans

Each employee covered by this bargaining agreement will be provided a critical illness plan and accident plan by the Port.

- A. The Port-provided critical illness plan will be a \$ 10,000 employee-only policy.
- B. The Port-provided accident plan will be an employee-only policy.
- C. Employees may purchase additional coverage for the employee and eligible dependents. The cost of such additional elective coverage is paid for by the employee and contingent upon the continued availability of such coverage by the provider.

22. JURY DUTY

Section 22.01 – Jury Duty

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 for the actual hours missed from their regular shift(s).

Section 22.02 – 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 22.03

For employees working an 8-hour shift, if an employee reports to the court and is notified that the employee will not be called, or if the employee is excused after serving less than four (4) hours, the employee is to report to the employee's supervisor within an hour after being excused for work assignment.

For employees working a 10-hour shift, if an employee reports to the court and is notified that the employee will not be called, or if the employee is excused after serving less than five (5) hours, the employee is to report to the employee's supervisor within an hour after being excused for work assignment.

23. PERSONNEL FILES

Section 23.01

Upon request to Human Resources by an employee, any oral or written reprimands shall be removed from an employee's personnel and/or supervisor's file after three (3) years if no other documented disciplinary action has taken place during the interim.

24. GRIEVANCES, COMPLAINTS AND ARBITRATION

Section 24.01

To promote better Employer/employee relationship, both parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of and in the course of employment with the Employer, and the following procedure shall be the sole procedure to be utilized for that purpose:

Section 24.02

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

24.02.01: The Employer shall not discharge any employee who has completed the introductory period without just cause. The employee and the Union representative will be notified in writing that the employee has been discharged. Such notification shall state the nature of the offense for which the employee is being discharged, in detail, specifying dates, locations and the particular nature of the offense committed by the employee. The Union shall have the right to appeal any disciplinary action within fourteen (14) calendar days of receipt of notice as a grievance at Section 24.04 of the grievance procedure.

Section 24.03

Any employee claiming a breach of any provision of this Agreement shall refer the matter to their direct manager within fourteen (14) calendar days of the date upon which the alleged violation occurred or following the date the employee becomes aware, or should have become aware, of the alleged violation.

The employee may be accompanied by a Union representative in any discussion following such reference to their direct manager. The Union may take up any alleged violation of this Agreement, with or without permission of the employee.

Section 24.04

If the matter is not settled within fourteen (14) calendar days of the reference to the appropriate direct manager, the matter may be referred to the Department senior manager, or designee, provided that such reference shall be in writing, shall state the nature of the grievance, the specific sections of the contract allegedly violated, and the remedy requested and shall be presented within fourteen (14) calendar days of the expiration of the fourteen (14) day period for settlement referenced in Section 24.03. The Department senior manager, or designee, and such assistants as the manager may select, shall promptly hold a grievance meeting to settle such grievance with the appropriate Union business agent, or designee.

Section 24.05

Should the Union business agent, or designee, and the Department senior manager, or designee, fail to effect a settlement of the dispute within fourteen (14) calendar days of its submission to the Department senior manager, or designee, or within fourteen (14) calendar days of the grievance meeting, as appropriate, the Union shall have the right to submit the grievance in writing to the Director of Airport Operations or the Manager, Employee & Labor Relations, provided that such submission shall be within fourteen (14) calendar days from the date of submission to the Department senior manager, or designee, or within fourteen (14) calendar days from the date of the grievance meeting, as appropriate as referenced in Section 24.04.

Section 24.06

The Director of Airport Operations, or Manager, Employee & Labor Relations, as appropriate, shall have fourteen (14) calendar days in which to respond to the grievance in writing.

If the grievance is not settled within fourteen (14) calendar days from the date of submission to the Director of Airport Operations or Manager, Employee & Labor Relations as referenced in Section 24.05, the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Manager, Employee & Labor Relations, or designee, of its decision in writing within fourteen (14) calendar days from the date of response (or lack of response) from the Director of Airport Operations or Manager, Employee & Labor Relations. After the grievance has been so submitted, the Union shall, within fourteen (14) calendar days from the date of submission to the Manager, Employee & Labor Relations, or designee, submit a written request, with a copy to the Manager, Employee & Labor Relations, or designee, for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon to the Federal Mediation and Conciliation Service. Within fourteen (14) calendar days of receiving the list, the moving party shall contact the other party to select an arbitrator from that list by such method as they may jointly select or, if they are unable to agree upon 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 parties shall have fourteen (14) calendar days to set the hearing as provided by dates available to the arbitrator.

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

The arbitrator may also provide retroactivity not exceeding sixty (60) days prior to the date the grievance is filed and shall state the effective date.

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

Section 24.07

The time limits of this grievance procedure shall be strictly adhered to, unless both parties mutually agree in writing to extend the time limits provided. The Employer shall have the right to refuse to process or arbitrate a grievance which has not been processed in a timely manner.

25. TOOLS

Section 25.01

No employee is required to furnish any tools. The Employer will furnish such tools that are necessary for the performance of the employee's job.

26. CLOTHING

Section 26.01

A. Uniforms

The Employer will provide five (5) sets of work clothing per employee consisting of five (5) pants and five (5) shirts, one (1) all-purpose jacket, and one (1) hat. Cleaning and maintenance of this clothing is the responsibility of the individual employee on the employee's own time. The Employer will replace all such worn out uniforms upon turn-in of such clothing by employee.

B. Coveralls

The Employer will also provide three (3) sets of coveralls to employees that will be cleaned, maintained and replaced at the Employer's expense.

C. Timeline

Upon approval of the contract by the Port's Commission, the Port shall provide three sets of uniforms or coveralls to new hires within ten (10) business days of the employee's first day of work.

27. SAVINGS CLAUSE

Section 27.01

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof. Upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining part or provisions shall remain in full force and effect.

This Agreement constitutes the sole and entire Agreement between the parties, and shall supersede all prior collective bargaining agreements.

28. PARKING

The fee for employees who choose to park in the short-term Portland International Airport parking garage will be \$ 40.00 per month and the cost for employees who choose to park in the surface lot at Portland International Airport will be \$ 10.00 per month. The payment will be through payroll deduction.

29. EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 29.01

This Agreement shall become effective July 1, 2022 and continue in effect until July 1, 2026. The parties will meet not less than sixty (60) days

prior to contract expiration for the purpose of opening negotiations. The present Agreement shall remain in force unless an impasse is reached in negotiations and a ten (10) day notice is given or cancellation by either party.

SCHEDULE A: EFFECTIVE - 7-14-22

JOB CLASSIFICATION	JULY 14, 2022
Electrician	49.52
Electrician/HVAC	49.52
Electrician/Revenue Control	49.52
Baggage Handling System Technician I	43.47
Baggage Handling System Technician II	49.52
Lighting Maintenance Technician	39.31
Building Maintenance Mechanic	43.47
Building Maintenance Mechanic Trainee	
1 st 6 mo - 75% Bldg Maintenance Mechanic	32.60
2 nd 6 mo - 80% Bldg Maintenance Mechanic	34.78
3 rd 6 mo - 85% Bldg Maintenance Mechanic	36.95
4 th 6 mo - 90% Bldg Maintenance Mechanic	39.12
General Maintenance	43.05
General Maintenance Trainee	
1 st 6 mo - 75% General Maintenance	32.29
2 nd 6 mo - 80% General Maintenance	34.44
3 rd 6 mo - 85% General Maintenance	36.59
4 th 6 mo - 90% General Maintenance	38.75
Vehicle Maintenance	43.47
Vehicle Maintenance Trainee	
1 st 6 mo - 75% Vehicle Maintenance	32.60
2 nd 6 mo - 80% Vehicle Maintenance	34.78
3 rd 6 mo - 85% Vehicle Maintenance	36.95
4 th 6 mo - 90% Vehicle Maintenance	39.12
Landscape Gardener	33.78
Landscape Gardener Trainee	
1 st 6 mo - 75% Landscape Gardener	25.34
2 nd 6 mo - 80% Landscape Gardener	27.02
3 rd 6 mo - 85% Landscape Gardener	28.71
4 th 6 mo - 90% Landscape Gardener	30.40
Store Room Clerk	35.88
Maintenance Helper	23.66

Schedule A (continued)

Temporary Lead \$ 1.00 per hour above highest level classification supervised when assigned for 10 days or less.

Assistant Lead 5.0% premium above highest level classification supervised.

Regular Lead 12.5% premium above highest level classification supervised.

- 7/14/22 – All classifications shall be increased by 7% (change reflected in Schedule A chart for 7/14/22). Pay increases will be retroactive for all employees on the payroll as of the effective date of approval by the Port's Commission, and will be paid within three (3) pay periods after Commission approval. In addition, all employees covered by the collective bargaining agreement on the date the agreement is approved by the Port's Commission will receive a one-time, non-precedent setting ratification bonus of \$2,500 (gross), which will be paid within three (3) pay periods after Commission approval.
- 7/13/23 – All classifications shall be increased by 7%.
- 7/11/24 – All classifications shall be increased by a minimum of one percent (1%) to a maximum of five percent (5%) based on CPI-W West Size Class A Cities 2nd Half reported in January 2024.
- 7/10/25 – All classifications shall be increased by a minimum of one percent (1%) to a maximum of five percent (5%) based on CPI-W West Size Class A Cities 2nd Half reported in January 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on 6/28/2023.

FOR THE PORT OF PORTLAND

FOR THE DISTRICT
COUNCIL OF TRADE
UNIONS

DocuSigned by:
Curtis Robinhold 6/28/2023
444C0259DB0B4AB...
Executive Director Date

DocuSigned by:
Garth Bachman 6/22/2023
F2F3E9D635FA467...
Business Mgr., IBEW Date
Local 48

DocuSigned by:
Blaise Lamphier 6/20/2023
7F60461366CA4A2...
Mgr, Employee & Labor Relations
Date

DocuSigned by:
Bob Carroll 6/23/2023
D59B4A7042B04D6...
Field Rep, IBEW Date
Local 48

DocuSigned by:
Roz 6/28/2023
AF7EDB873E8E452...
Business Mgr., LiUNA Date
Local 483

DocuSigned by:
Dashiell Harrison 6/28/2023
8E0D2560DBA8495...
Field Rep., LiUNA Date
Local 483

APPROVED AS TO LEGAL SUFFICIENCY

DocuSigned by:
Dan Blaufus 6/20/2023
2233D3C546534BF...
Counsel for The Port of Portland Date

Portion agreed to and signed by
IBEW LU 48 is hereby approved
INTERNATIONAL OFFICE - I.B.E.W.

May 22, 2024

International President

APPROVED BY COMMISSION ON: February 8, 2023

ADDENDUM
Sick Leave to Personal Leave Conversion

Employees will be allowed to participate voluntarily in Employer's Sick Leave to Personal Leave Conversion.

Participation will be allowed under the same rules established by the Employer for Administrative employees.