

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
PORT OF OLYMPIA (“PORT”)**



**AND**

**LOCAL 47B OF THE  
INTERNATIONAL LONGSHORE AND WAREHOUSE  
UNION (“UNION”)**



**EFFECTIVE UPON SIGNING (NOVEMBER 12, 2024)**

**To**

**DECEMBER 31, 2027**

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**Side Letter of Agreement #1**

**August 11, 2025**

## **SIDE LETTER OF AGREEMENT #1**

This Side Letter Agreement is made and entered into as of August 11, 2025 by and between the Port of Olympia ("Port") and Local 47B of the International Longshore and Warehouse Union ("Union").

**WHEREAS**, the Port and the Union entered into a Collective Bargaining Agreement ("Agreement") for the period November 12, 2024 to December 31, 2027; and

**WHEREAS**, the Port Commission ratified the Agreement at its regularly scheduled meeting on November 12, 2024; and

**WHEREAS**, the Port and the Union wish to amend the Agreement with this Side Letter of Agreement ("Side Letter") to add a Table of Contents, to align the definition of workweek within the Collective Bargaining Agreement to that of existing Port Policy (Article 5), to replace mileage reimbursement under the Standby and Call Out process (Article 6) with pay at the overtime rate, and to clarify the handling of certain consecutive holidays occurring on a weekend (Article 16);

**NOW THEREFORE**, the Parties agree as follows:

1. A **Table of Contents**, as shown on the succeeding pages, is added.

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2. Within **Article 5 Schedule; Hours of Work; Overtime, Section 5.3 Workweek** of the Agreement is deleted and replaced with the following:

**5.3 Workweek.** Unless otherwise designated by the Employer, regular full-time Employees will be scheduled to work five (5) consecutive eight (8)-hour days in a workweek, with two (2) consecutive days off. The term "workweek" shall be as defined by existing Port Policy.

3. **Article 6 Standby and Call Out** of the agreement is deleted in its entirety and replaced with the following:

## **ARTICLE 6**

### **STANDBY AND CALL OUT**

**6.1 Standby Employees.** For the purposes of inclement weather, the Port may require employees who are designated as "Essential Personnel" to be available and able to return to the Port outside of their normally scheduled work hours, which shall be defined as "Standby." Standby Employees shall remain fit for duty, available for contact from the Port via telephone, and able to return to the Port within sixty (60) minutes of a call from the Port. Employees will be required to accept a minimum of eight (8) hours of Standby when placed on Standby. Employees not designated as Standby will not be required to return to the worksite outside of normally scheduled working hours.

- a. Standby employees will be paid twenty percent (20%) of their regular base wage rate for time on Standby.
- b. Standby time occurring on Holidays will be paid twenty percent (20%) of their applicable overtime rate.

**6.2 Call Out.** Any employee may be contacted by phone or text to offer work outside of normally scheduled hours. The order of call out requests will be placed to the Director of Operations who will consult with the appropriate department lead and determine who should be considered for Call Out. Unless the employee is designated as Standby, there will be no expectation the phone call or text is answered or returned during off duty hours. A lack of response or non-availability shall not be grounds for discipline.

- a. An employee who is contacted by phone or text while off duty and who provides requested information to the Port or otherwise assists in resolving a workplace matter telephonically will be paid at the overtime rate for actual time worked, with a minimum of one (1) hour.
- b. When an employee voluntarily returns to the worksite outside of scheduled hours, the employee will be guaranteed a minimum of four (4) hours pay at the applicable overtime rate and will be expected to work the four hours unless released from duty early by management or the call out is canceled.

Work performed during the call out will be limited in scope to all work reasonably associated with the emergency call out request including other emergency issues that arise during the call out. Pay starts when the employee departs from home and ends when the employee returns home. The employee will be paid for any actual time worked beyond four (4) hours; any part of an hour shall be paid to the next 30-minute increment at the applicable shift rate. If a call out is terminated while an employee is enroute to the Port, the employee will be paid a minimum of two (2) hours.

- c. In the event of an emergency, the Manager will first seek to call out a bargaining unit member to perform the work. If after exhausting the available bargaining unit members for call out and no bargaining unit member agrees to the call out, then non-bargaining unit members may perform the work.
- d. The minimum payments provided in this section will not apply to time worked immediately preceding or following the regular work schedule.

- 4. Within **Article 16 Holidays**, Sections **16.1** and **16.2** are deleted in their entirety and replaced with the following:

**16.1**

- a. When a holiday falls on Saturday, the preceding Friday will substitute for said holiday. When a holiday falls on Sunday, the Monday following will substitute for said holiday.
- b. For contiguous holidays (e.g., July 4-5, December 24-25, December 31-January 1), when implementation of the above paragraph "a" causes the moved holiday to land on another holiday, then the moved holiday will instead move to the nearest Friday or Monday that avoids such conflict.

**16.2** If an employee's normal shift requires work on Saturday or Sunday, the Holiday will be applied to their next schedule workday.

- 5. **Full Force and Effect.** The rest and remainder of the Agreement thereto shall remain in full force and effect and is affirmed and ratified by the signature of the parties.

- 6. A signed copy of this Side Letter shall be provided to each ILWU 47B employee within 60 days of its ratification by the Port Commission.

The parties hereto agree to the foregoing this 11<sup>th</sup> day of August 2025.

Executed and duplicated by:

**FOR THE UNION**

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Quinton Vickaryous  
Shop Steward, ILWU Local 47B

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Elias Skillman  
President, ILWU Local 47

**FOR THE COMMISSION**

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Jasmine Vasavada  
President

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Maggie Sanders  
Vice President

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Sarah Montano  
Secretary

**FOR THE PORT OF OLYMPIA**

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Alex Smith  
Executive Director