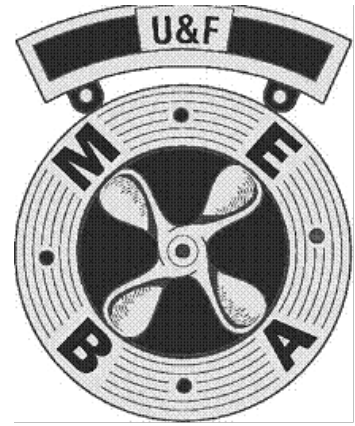

COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**DISTRICT No. 1 – PCD, MARINE
ENGINEERS’ BENEFICIAL ASSOCIATION
(AFL-CIO) PORT ENGINEERS**

EFFECTIVE

JULY 1, 2019 THROUGH JUNE 30, 2021



2019-2021

**MARINE ENGINEERS' BENEFICIAL ASSOCIATION
(PORT ENGINEERS)
2019-2021**

PREAMBLE	
SECTION 1 – RECOGNITION	1
SECTION 2 – REPRESENTATION	1
SECTION 3 - VISITATION	1
SECTION 4 - SCOPE	1
SECTION 5 – DISCIPLINE AND DISCHARGE	1
SECTION 6 – WAGES	2
Wages Table.....	2
Duty Pay.....	2
SECTION 7 – HOLIDAYS	2
SECTION 8 – HOURS	3
Definitions.....	3
Exchange Time Provisions	4
SECTION 9 - PASSES	4
SECTION 10 – MILEAGE	5
SECTION 11 – MINIMUM CALL	5
SECTION 12 – DUTY TO BARGAIN	5
SECTION 13 – HIRING	6
SECTION 14 – VACATION LEAVE	6
SECTION 15 – SENIORITY	7
SECTION 16 - UNIFORMS	8
SECTION 17 – WORK STOPPAGES	8
SECTION 18 – GRIEVANCE PROCEDURE	9
Terms and Requirements	9
Filing and Processing.....	10
Union Stewards.....	13
Successor Clause.....	13
SECTION 19 – SICK LEAVE	13
SECTION 20 – JURY DUTY	15
SECTION 21 – MANAGEMENT CLAUSE	15
SECTION 22 – SAVINGS CLAUSE	16
SECTION 23 – TERM OF AGREEMENT	16

MEMORANDUMS OF UNDERSTANDING (MOU)

MOU – POSITION #70064288	M-1
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SIGNATURE PAGE

PREAMBLE

This Agreement, made by and between the District No. 1 Pacific Coast District, MARINE ENGINEERS' BENEFICIAL ASSOCIATION-MEBA, (AFL-CIO) (hereinafter referred to as the "Union") and the STATE OF WASHINGTON (hereinafter referred to as the "Employer").

It is agreed by the parties that it is in their mutual best interest to continue established employment relations based on mutual respect and cooperation, provide for fair treatment to all employees, promote efficient service delivered to the customers and citizens of the State of Washington, recognize the value of employees and the work they perform, specify wages, hours and other terms and conditions of employment, and provide methods for prompt resolution of differences.

SECTION 1 – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative of all Port Engineer employees pursuant to PERC Decision 12680, 12754-A and (hereinafter referred to as “Port Engineers”), employed at the Washington State Department of Transportation Ferries Division (WSF), for the purpose of collective bargaining regarding all matters pertaining to wages, hours, and other conditions of employment, including the adjustment of all disputes or grievances involving the interpretation or the application of the provisions of this Agreement.

SECTION 2 – REPRESENTATION

The Employer shall deduct from the wages of each Port Engineer who has submitted a written authorization for such deductions, the regular dues and fees uniformly required for the acquisition and maintenance of membership in the Union or other fees directed on a written authorization.

SECTION 3 - VISITATION

Upon prior notification, authorized representatives of the Union shall be allowed to go to the Employer’s property and on board vessels covered by this Agreement. The Employer will issue each duly accredited representative a pass for such visits, to include vehicles.

SECTION 4 - SCOPE

- (A) The terms and provisions of this Agreement shall govern the Employer, the Union and all Port Engineers in its employ.
- (B) The parties agree that the provisions of this Agreement constitute the complete agreement between the parties. Any Letter or Memorandum of Understanding (LOU/MOU) applicable to the parties shall be listed in Appendix A of this Agreement as a letter or MOU that is in effect for the term of this Agreement or a term specifically less than the term of the Agreement. An LOU or MOU not listed shall be null and void. LOUs or MOUs added to the Agreement during its term shall specifically state the duration of the LOU or MOU. Also, it is expressly understood and agreed upon that no term or provision of this Agreement may be amended, modified, changed, or altered except by a written agreement executed by the parties. This clause does not constitute a waiver by either party of its duty to bargain pursuant to [RCW 47.64](#).

SECTION 5 – DISCIPLINE AND DISCHARGE

The Employer shall not discharge or otherwise discipline any Port Engineer without just cause.

SECTION 6 – WAGES

The wage tables below reflect the wage rates for the term of this Agreement.

Wages Table

Effective July 1, 2019 through June 30, 2021, the following wage rates shall be in effect:

	July 1, 2019 (Hourly/Monthly)	July 1, 2020 (Hourly/Monthly)
Senior Port Engineer	\$62.88/\$10,941.00	\$64.77/\$11,269.00
Maintenance and Operations Port Engineer	\$59.37/\$10,330.00	\$61.15/\$10,640.00
Digital Systems Port Engineer	\$59.37/\$10,330.00	\$61.15/\$10,640.00
Maintenance Analyst Project Engineer	\$40.29/\$7010.00	\$41.50/\$7,221.00

Effective July 1, 2020, wages shall be increased by three percent (3%).

Duty Pay

Port Engineers required to participate in the Duty rotation shall do so in accordance with Section 8.1(5). Swapping of duty time or using leave shall not affect the number of filled Duty positions. Duty pay rates are as follows:

The daily Duty rate of pay for Port Engineers assigned the Duty week shall be payable in addition to the Port Engineers base wage, pay period by pay period. Duty pay shall be calculated as four hundred dollars (\$400.00) divided by the number of filled Port Engineer positions eligible for the Duty rotation schedule for the preceding month. In the event of a change in the number of filled Port Engineer positions during the preceding month, the calculation shall be adjusted and rounded to the nearest whole number.

A Duty day is defined as a twenty-four (24) hour period beginning on the first hour a Port Engineer is assigned to be Duty. No additional wages or exchange time will be granted or approved during a Port Engineer's Duty week, with the exception of Section 11 Minimum call.

SECTION 7 – HOLIDAYS

- (A) Holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Past MEBA President Jesse Calhoon's Birthday (April 4th), Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, Christmas Day.

- (B) Holiday Designation
- (1) For full-time Port Engineers with a Monday-through-Friday work schedule, when a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.
 - (2) For full-time Port Engineers who do not have a Monday-through-Friday work schedule when a holiday falls on the Port Engineer's scheduled workday, that day will be considered the holiday. When a holiday falls on the Port Engineer's scheduled day off, WSF will treat the Port Engineer's workday before or after as a holiday.
- (C) Personal Holiday
- (1) In addition to the holidays outlined in Section 7(A) above, a Port Engineer may select one (1) workday as a personal holiday during the calendar year. The personal holiday must be taken during the calendar year or the entitlement to the day will lapse.

SECTION 8 – HOURS

8.1 Definitions

- (1) Full-time Port Engineer
Port Engineers who are scheduled to work an average of forty (40) hours per workweek.
- (2) Workday
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- (3) Work Shift
The hours a Port Engineer is scheduled to work each workday in a workweek.
- (4) Workweek
A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.
- (5) Duty Week
The Duty week is defined as a seven (7) day period from Tuesday to Tuesday. Normal Duty hours will be 1600-0600 on regular work days, twenty-four (24) hours on weekends (Saturday and Sunday) and holidays.
 - (a) All Port Engineer positions are required to participate in the Duty rotation, excluding the Maintenance Analyst Project Engineer and Digital Systems Engineer. The Senior Port Engineer will participate in the Duty rotation within six (6) months of their initial appointment.

- (b) During the Duty week, the Port Engineer is required to carry a State-provided cell phone and be available and ready to respond.
- (c) The Duty rotation schedule is managed by the Senior Port Engineer.

8.2 Exchange Time Provisions

- (1) The Employer determines the products, services, and standards that must be met by Port Engineers.
- (2) Exchange time will not be accrued or approved during a Port Engineer's Duty week.
- (3) Port Engineers' salary includes straight time for holidays.
- (4) Port Engineers will consult with their Director or designee to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with pre-approval of their Director or designee, Port Engineers will accrue exchange time for extraordinary or excessive hours worked. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. Prior to a Port Engineer accumulating eighty (80) hours of exchange time, management will work to ensure work life balance is achieved. This may include the use of a temporary Port Engineers in accordance with Section 13 (C). Exchange time shall be used prior to vacation leave unless a Port Engineer's vacation balance is nearing the maximum accrual in accordance with Section 14 (B). Exchange time has no cash value and cannot be transferred between agencies or other employees.
- (5) Port Engineers are responsible for keeping management apprised of their schedules and their whereabouts.
- (6) Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

SECTION 9 - PASSES

- (A) The Employer shall, upon application, issue, to any Port Engineer continuously employed for at least six (6) months, annual passes authorizing free passage for the Port Engineer, in accordance with the Washington State Ferries pass use policy.
- (B) Any Port Engineer who leaves the service of the Employer shall immediately surrender to the Employer their pass.

- (C) Passes of any kind shall not be used for the purpose of commuting to or from employment other than employment with the Washington State Ferries (WSF). Vehicle passes shall be used only on a space available basis.
- (D) Vehicle ferry passes are intended to be used for vehicles that the Port Engineer has registered, leased or rented. The vehicle registration or lease/rental agreement shall be required to be shown when using passes, if requested.

Vehicle passes will not be used to evade a ferry fare. A vehicle not registered, leased or rented by a Port Engineer shall be subject to verification by terminal staff. A Port Engineer who is uncooperative in the verification process shall be subject to the WSF Code of Conduct.

- (E) Any Port Engineer who knowingly violates WSF Pass Use Policies will be subject to a three (3) month suspension of all pass privileges for a first offense, a one (1) year suspension of all pass privileges for a second offense and a permanent revocation of all pass privileges for a third offense. The Employer shall publish and provide to the Port Engineer and the Union a copy of the rules, regulations and policies concerning pass usage.

SECTION 10 – MILEAGE

- (A) Maintenance Port Engineers and Digital System Engineer positions will be assigned a vehicle due to service related business requirements. The Senior Port Engineer will be assigned a vehicle for official work duties as needed.
- (B) Port Engineers required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy.
- (C) WSF shall continue its current practices related to parking for Port Engineers.

SECTION 11 – MINIMUM CALL

With pre-approval from the Director or designee, Port Engineers on duty shall receive a minimum of eight (8) hours pay at the straight time hourly rate of pay, when called away from their residences for emergencies, responding to vessels, terminals, or the office, for operational or maintenance issues.

SECTION 12 – DUTY TO BARGAIN

The Employer agrees that bargaining unit work will not be subcontracted or transferred outside the bargaining unit without satisfying its collective bargaining obligation under law. Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law.

SECTION 13 – HIRING

- (A) **Hiring**
When WSF solicits for a Port Engineer position, a copy of the recruitment announcement will be forwarded to the MEBA Seattle Union Hall for posting.
- (B) **Probationary Periods**
All Port Engineers will serve a probationary period of six (6) consecutive months, however, the Senior Port Engineer will serve twelve (12) consecutive months. The Employer may separate a Port Engineer at any time during the probationary period. The separation of a probationary Port Engineer will not be subject to the grievance procedure.
- (C) **Temporary Vacancies**
Port Engineer positions may be filled temporarily due to absences, vacations, sick leave or other business related reasons for a term of six (6) months. The Union will be notified when temporary appointments last longer than six (6) months. Fleet Engineers may be used to temporarily cover absences due to vacations, sick leave or other business related reasons for a term of six (6) months unless agreed to otherwise between WSF Executive Management and MEBA.

SECTION 14 – VACATION LEAVE

- (A) Vacation leave will be credited on the following basis:

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)

Full Years of Service	Hours Per Year
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

- (B) Vacation leave may be accrued to a maximum of two hundred forty (240) hours. Port Engineers may voluntarily exceed this limit, however any hours in excess of two hundred forty (240) will be forfeited if not used prior to their anniversary date. A Port Engineer may request to extend annual leave accrual beyond the maximum. If approved, the extension will only apply to leave accrued after the date of the request.
- (C) Vacation leave may be used once it has been accrued.
- (D) Vacation leave will be cashed out when a Port Engineer leaves employment for any reason, provided adequate notice has been given and cash-out is consistent with [RCW 43.01.041](#).
- (E) In the event that a Port Engineer becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, sick leave may be used in lieu of vacation days for the period of such illness, injury or incapacity.

SECTION 15 – SENIORITY

- (A) Seniority Roster
For the purpose of these seniority roster, existing Port Engineer seniority dates shall be the date the bargaining unit was certified by PERC. All subsequently hired Port Engineers seniority dates will be the date they were appointed to the position. The Port Engineer Seniority Roster shall be in accordance with MEBA Licensed Contract Section 2.1 and 20 (a) and the MEBA Unlicensed Contract, Rule 21.05.
 - (1) Port Engineer Seniority Roster
This list shall not apply to the Digital Systems Port Engineer or the Maintenance Analyst Project Engineer and shall be used in determining vacation periods, and on duty schedules. The Port Engineer Seniority Roster shall show the first date of continuous employment, otherwise known as the date they were appointed to the position as a Port Engineer and meet the requirements of this Section.
 - (2) Filling of Fleet Licensed Jobs
 - (a) All Port Engineers with valid USCG engineering licenses applicable for the WSF fleet that do not currently hold a position in the WSF

fleet as a licensed officer shall be placed on the Oiler Promotional Roster (oiler becoming assistant engineer as per the language in the Licensed CBA Section 2.1) and after serving as a WSF Port Engineer for a period of not less than thirty-six (36) months. Once placed on the Oiler Promotional Roster, that WSF Port Engineer will be entitled to bid on an Assistant Engineer opening per their Assistant Engineer seniority date

- (b) No Port Engineer hired outside of the WSF Licensed Engineer bargaining unit shall have any right to placement on the Licensed Assistant Engineer Promotional Roster (assistant to chief as per the Licensed CBA Section 20 (a) until sixty (60) days after accepting and reporting to a permanent Assistant Engineer position. Further, these Port Engineers shall not be entitled to promotion to Chief Engineer until they have sailed no less than thirty-six (36) months as an Assistant Engineer for WSF. The only exception are those Port Engineers organized under this original CBA, those Port Engineers shall only be required to serve twenty-four (24) months.
- (c) All Port Engineers that hold a Permanent Licensed Engineer Officer position in the WSF fleet shall have bidding rights per the Licensed Engineer Officer CBA.

SECTION 16 - UNIFORMS

- (A) During the term of this Agreement, the following organization clothing and reimbursement will be provided by Washington State Ferries:
 - (1) Coveralls – up to two (2);
 - (2) Choice of raincoat, parka or overcoat; and
 - (3) Reimbursement to Port Engineers up to one hundred and forty dollars (\$140.00) for the purchase of safety-toe footwear with either a steel or composite safety toe and in accordance with applicable WSDOT and/or WSF policy. Port Engineers will wear safety toe footwear in all shipyards and on all vessels.

Any additional requests for organization clothing will be considered, as needed, on a case-by-case basis.

SECTION 17 – WORK STOPPAGES

Pursuant to [RCW 47.64.011](#) and [47.64.140](#) there shall be no strikes, lockouts or work stoppages at any time. Rather, any dispute arising between the parties will be resolved according to the provisions contained within this Agreement or [RCW Chapter 47.64](#).

SECTION 18 – GRIEVANCE PROCEDURE

18.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Section provides a formal process for problem resolution.

18.2 Terms and Requirements

(A) Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Section includes the term “grievants.”

(B) Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or a description of the group of employees.

(C) Computation of Time

The parties acknowledge that time limits are important to judicious processing and resolution of grievances. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday, or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing.

(D) Failure to Meet Timelines

Failure by the Union to comply with the initial thirty (30) day deadline contained in [Subsection 18.3\(A\)](#), below, will result in the automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this Grievance Procedure may be submitted to the arbitrator for his or her determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

(E) Contents

The written grievance should include the following information:

- (1) A statement of the pertinent facts surrounding the nature of the grievance;
- (2) The date the incident occurred;
- (3) The specific Article and/or Section of the Agreement violated;
- (4) The specific remedy requested;
- (5) The name of the grievant or a description of the group; and
- (6) The name and signature of the Union representative.

- (F) Modifications
No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.
- (G) Resolution
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- (H) Withdrawal
A grievance may be withdrawn at any time.
- (I) Resubmission
If terminated, resolved or withdrawn, the same grievance cannot be resubmitted.
- (J) Consolidation
The Employer or the Union may consolidate grievances arising out of the same set of facts.
- (K) Bypass
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- (L) Discipline
Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- (M) Alternative Resolution Methods
Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this Section are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

18.3 Filing and Processing

- (A) Filing
A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or should reasonably have known of the occurrence. This thirty (30) day period may be used to attempt to informally resolve the dispute.
- (B) Processing
Step 1 – Director of Vessels or Designee
If the issue is not resolved informally, the Union may present a written grievance to the Director of Vessels or designee with a copy to the WSDOT Labor Relations Office at laborrelations@wsdot.wa.gov within the thirty (30) day period described

above. The designee shall not be the same person that precipitated the grievance. The Director of Vessels or designee will meet or confer by telephone with a MEBA WSDOT ferries division Representative or other Union designee within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within ten (10) days after the meeting.

Step 2 – Ferries Division Assistant Secretary or Designee

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Ferries Division Assistant Secretary or designee, with a copy to the WSDOT Labor Relations Office at laborrelations@wsdot.wa.gov, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Ferries Division Assistant Secretary or designee will meet or confer by telephone with a MEBA WSDOT ferries division representative or other Union designee within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within ten (10) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings

If the grievance is not resolved at Step 2, the Union may request a PARM by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM State Human Resources Labor Relations Section (LRS) representative at labor.relations@ofm.wa.gov with a copy to the WSDOT Labor Relations Section at laborrelations@wsdot.wa.gov within fifteen (15) days of the Union's receipt of the Step 2 decision. Within fifteen (15) days of the receipt of this information, the LRS representative or designee will discuss with the MEBA WSDOT ferries division Representative or other Union designee.

- (1) If a PARM will be scheduled with the LRS representative or designee, an agency representative, and the MEBA WSDOT ferries division Representative or other Union designee to review and attempt to settle the dispute.
- (2) If the parties are unable to reach agreement to conduct a meeting, the LRS representative or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within fifteen (15) days of receipt of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time. The LRS will notify the MEBA WSDOT ferries division Representative or other Union designee, in writing, of the meeting results within ten (10) days of the conclusion of the PARM.

Step 4 – Arbitration

If the grievance is not resolved at Step 3, or the LRS representative or designee notifies the Union in writing that no PARM will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the Union's receipt of the written notification of the results of the PARM or receipt of

the notice that no PARM will be scheduled. However, by mutual agreement, the parties may instead refer the dispute to the Public Employment Relations Commission (PERC) for final resolution.

(C) Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the FMCS.

(D) Authority of the Arbitrator

(1) The arbitrator will:

- (a) Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in their decision to the grievance set forth in the original written grievance unless the parties agree to modify it;
- (c) Not have the authority to order the Employer to modify his or her staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement.

(2) The arbitrator will hear evidence and arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the arbitrator. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

(3) The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant(s).

(E) Arbitration Costs

(1) The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.

(2) If the arbitration hearing is postponed or canceled at the request of one party, that party will bear the cost of the postponement or cancellation. The cost of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

(3) If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

- (4) Each party is responsible for the costs of its representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union representative.

18.4 - Union Stewards

- (A) The Union may elect or designate Union Stewards by classification within each department (who shall be recognized by the Employer). The Union Steward is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of the Employer with authority to settle such matters will meet with the Union Steward and work for the resolution of such matters. One (1) Union Steward who has participated in the informal procedure shall with prior approval attend grievance meetings scheduled by the Employer without loss of wages or benefits. If the Union expressly requests that a Steward attend a meeting the Employer will not unreasonably deny such a request. However, an employee acting as Steward shall not be compensated at more than their straight-time rate of pay while performing the duties of a Steward and shall not be compensated if performing the duties of a Steward on their scheduled day off.
- (B) Union Stewards will be allowed to investigate grievances during their normal work day provided no necessary and required work is interrupted by the Steward's absence and the Steward's supervisor has given him/her prior approval to engage in such activity.
- (C) The grievance procedures of this Agreement shall be the exclusive remedy with respect to any dispute arising between the Union and Employer and no other remedies may be utilized by any person with respect to any dispute involving this Agreement until the grievance procedures herein have been exhausted. If a grievance is being processed pursuant to this Section and an employee or the Union pursues the same grievance through any other channel or method, then the Union and the employee agree that the grievance shall be considered to have been abandoned.

18.5 - Successor Clause

Grievances arising from events occurring during the term of the Agreement will be processed to completion in accordance with the provisions of this Agreement.

SECTION 19 – SICK LEAVE

- (A) Full-time Port Engineers shall receive one (1) day (eight [8] hours) of sick leave credit after being in pay status for eighty (80) hours in a calendar month. Sick leave credit is cumulative. An employee is entitled to use accrued, unused paid sick leave after they have been in pay status for eighty (80) hours in a calendar month.
- (B) Sick leave credits may be used as soon as granted.

- (C) Each Port Engineers sick leave credit days are canceled automatically upon termination of service. Terminating employees do not receive sick leave credit for the month in which they terminate unless they work at least eighty (80) hours in the month. Accumulated sick leave credit days follow the employee if the employee is transferred to another State Agency.
- (D) At the employee's option, annual leave may be used in lieu of sick leave but sick leave may not be used as annual leave.
- (E) Sick leave may be claimed from the accumulated days of credit for any employee for illness or injury which incapacitates the employee to the extent that the employee is unable to perform his work.
- (F) Sick leave up to five (5) days in any one instance may be claimed as bereavement leave and taken for a death in the immediate family of a Port Engineer which shall include the following relatives:

Any relative living in the Port Engineers household, as well as the Port Engineers spouse, state registered domestic partner as defined in [RCW 26.60.020](#) and [26.60.030](#), parent, grandparent, brother, sister, child, grandchild, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law; provided, however, that the Employer may extend such sick leave upon reasonable request.
- (G) All sick leave claims must be made by calling a Port Engineer's supervisor in advance if possible.
- (H) No payments of wages chargeable to sick leave credits will be made unless the Port Engineer has provided notification as described above, except in cases of emergency.
- (I) A verifying statement from a professional provider may be requested by the Employer at the Employer's option to support claims of more than three (3) working days per [RCW 49.46.210](#).
- (J) No sick leave claims will be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time loss payments (Workmen's Compensation).
- (K) All accumulated sick leave shall be restored when a previously separated employee is re-employed on a permanent basis consistent with applicable statute.
- (L) Any accumulated leave up to three (3) days in any one (1) instance may be claimed and taken by a Port Engineer after notification is made to the employee's superior when a member of the Port Engineers' immediate family, as defined in [Subsection 19\(F\)](#), is ill or injured.

- (M) Sick leave may be claimed for preventive health care provided such care cannot be reasonably scheduled during non-work time and the employee notifies their supervisor in advance of such appointment.
- (N) Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:
 - (1) Their sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
 - (2) The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and
 - (3) They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

SECTION 20 – JURY DUTY

Port Engineers will promptly inform the Employer when notified of a jury summons.

Port Engineers required to report for jury duty on a regular working day whether actually impaneled on a jury or not will receive no loss in pay for each such day. Employees will be allowed to retain any compensation paid to them for their jury duty service.

SECTION 21 – MANAGEMENT CLAUSE

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but not limited to, the right to:

- (A) The functions and programs of the employer, the use of technology, and the structure of the organization;
- (B) Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- (C) Direct and supervise employees;
- (D) The right to take whatever actions are deemed necessary to carry out the mission of the state and its agencies during emergencies;

SECTION 22 – SAVINGS CLAUSE

If any Section of this Agreement or any addenda thereto should be rendered invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any Section should be restrained by such tribunal, the remainder of this Agreement and any Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Section.

SECTION 23 – TERM OF AGREEMENT

Except where otherwise provided, this Agreement is effective July 1, 2019, and shall continue in effect until June 30, 2021.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
MARINE ENGINEER'S BENEFICIAL ASSOCIATION (MEBA)**

Effective July 1, 2019, the parties agree that the incumbent in position #70064288 will be paid the same salary in effect on June 30, 2019. In the event the incumbent vacates position #70064288 at any time, WSF will fill the position according to the wage table identified in Section 6.

This MOU expires on June 30, 2021.

For the Employer:

_____/s/_____
Ann Green, Labor Negotiator

8/31/2018
Date

For the Union:

_____/s/_____
Jeff Duncan, Union Negotiator

8/31/2018
Date

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July, 2019.

For the District No. 1-PCD, Marine Engineers' Beneficial Association (AFL-CIO),
Port Engineers:

/s/
Jeff Duncan
Seattle Branch Agent

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

/s/
Ann Green, Lead Negotiator
OFM/SHR, Labor Relations Section