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# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

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

**EFFECTIVE**

**JULY 1, 2021 THROUGH JUNE 30, 2023**



**2021-2023**

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**MARINE ENGINEERS' BENEFICIAL ASSOCIATION  
(PORT ENGINEERS)  
2021-2023**

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## **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, 2021 through June 30, 2023, the following wage rates shall be in effect:

	July 1, 2021 (Hourly/Monthly)	July 1, 2022 (Hourly/Monthly)
Senior Port Engineer	\$64.77/\$11,269.00	\$64.77/\$11,269.00
Maintenance and Operations Port Engineer	\$61.15/\$10,640.00	\$61.15/\$10,640.00
Digital Systems Port Engineer	\$61.15/\$10,640.00	\$61.15/\$10,640.00
Maintenance Analyst Project Engineer	\$41.50/\$7,221.00	\$41.50/\$7,221.00

### 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 Calhoun's Birthday (April 4th), Juneteenth (June 19th), 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 and the Maintenance Analyst Project Engineer positions 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.

### **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:

<b>Full Years of Service</b>	<b>Hours Per Year</b>
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)
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 the 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 and/or repair 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](mailto: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](mailto: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 (ten) days after the meeting.

### **Step 3 – Pre-Arbitration Review Meetings (PARM)**

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](mailto:labor.relations@ofm.wa.gov) with a copy to the WSDOT Labor Relations Section at [laborrelations@wsdot.wa.gov](mailto: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 them 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 sick 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.

- (O) Sick leave or vacation leave may be designated as a supplemental benefit while a Port Engineer receives a partial wage replacement for paid family and/or medical leave (PFML) under Washington State Paid Family and Medical Leave Insurance Program, [Title 50A RCW](#). The Employer may require verification that a Port Engineer has been approved to receive benefits for paid family and/or medical leave under [Title 50A RCW](#) before approving sick leave as a supplemental benefit. A Port Engineer must provide their supervisor with no less than thirty (30) days' notice before PFML is to begin. If the need for leave is unforeseeable thirty (30) days in advance, the Port Engineer must provide notice of PFML as is reasonable and practicable.

## **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, 2021, and shall continue in effect until June 30, 2023.

## **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, 2021, and shall continue in effect until June 30, 2023.

**A. MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE STATE OF WASHINGTON  
 AND  
 DISTRICT NO. 1 MARINE ENGINEERS' BENEFICIAL ASSOCIATION  
 AND  
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
 DIVISION AND  
 STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT,  
 STATE HUMAN RESOURCES, LABOR RELATIONS SECTION**

**MOU Base Pay Rate – Section 6**

If the Employer agrees to a greater general percentage increase to the base rate of pay for another Washington State Ferries bargaining unit, then that percentage increase to the base rate of pay will also become a part of the Tentative Agreement for this bargaining unit. This MOU does not apply to targeted increases to specific job classes (for example to correct inversion as a result of previous interest arbitration awards), or to base wage increases that occur as a result of interest arbitration awards. This MOU applies solely to the base rate of pay and will not affect any other economic terms of either a Tentative Agreement or of a Collective Bargaining Agreement.

All tentative agreements affected by this MOU will continue to be subject to the applicable provisions of [RCW 47.64](#), including those of financial feasibility determination and funding.

For the Employer:

For the Union:

\_\_\_\_\_/s/\_\_\_\_\_  
 Gina L. Comeau, OFM/SHR  
 Labor Negotiator

8/10/2020  
 Date

\_\_\_\_\_/s/\_\_\_\_\_  
 Jeff Duncan, MEBA  
 Seattle Branch Agent

8/10/2020  
 Date

**B. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE COALITION OF WSF MARINE UNIONS**

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians over the past 18 months, have made a difference and have altered the course of the pandemic in fundamental ways.

COVID-19 vaccines are effective in reducing infection and serious disease, and widespread vaccination is the primary means we have as a state to protect everyone. Widespread vaccination is also the primary means we have as a state to protect our health care system, to avoid the return of stringent public health measures, and to put the pandemic behind us.

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. As a result of the above noted situation, to help preserve and maintain life, health, property or the public peace, all employees of the State of Washington are now required to become fully vaccinated or covered by an exemption in accordance with the [Governor's proclamation 21-14.1](#).

In recognition of the above, the parties agree to the following:

1. All employees will take the necessary steps to be fully vaccinated by **October 18, 2021**, or be approved for an accommodation, unless otherwise authorized under this agreement. The definition of fully vaccinated may include FDA-approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.
2. Employees who have difficulty accessing vaccinations, due their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites with available appointments.
3. **Exemption process:**
  - a. The Employer will provide employees with instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be posted immediately to Agency SharePoint systems or secured network drives with an email notice to all staff.
  - b. Employees will inform their supervisor or HR representative, either verbally or in writing, as soon as possible if they wish to request a medical or religious exemption. Employees are encouraged to submit the request no

later than **Monday, September 13, 2021**. However, to the extent that requests are received after September 13, 2021, agencies will continue with processing requests received up to **October 18, 2021**. Requests received after this date will not be subject to the provisions contained in Section 9b.

- c. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
  - d. Employees whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated by October 18, 2021 or be subject to non-disciplinary separation.
  - e. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. This information will only be accessed by the Employer on a need-to-know basis. All information disclosed to the Employer in the exemption process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.
- 4. Accommodations for medical or religious exemptions**
- a. Employees who are approved for medical or religious exemption will automatically proceed to the accommodation process. The Employer will conduct a diligent review and search for possible accommodations within the agency. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation.  
  
Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.
  - b. Upon request, an employee will be provided a copy of their reasonable accommodation information that is maintained by the Employer.
  - c. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.
  - d. In the event that an accommodation is not available for an employee with an approved medical or religious exemption, they will be subject to non-disciplinary separation as stated in 3(d).



**5. Vaccine verification**

All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical file only. This information will only be accessed by the Employer on a need-to-know basis.

**6. Workplace safety**

- a. In accordance with current mandates, DOH and CDC guidelines:
  - i. employee and visitor masking will be required in all indoor public areas.
  - ii. symptom screenings will continue in accordance with DOH and CDC guidelines.
- b. If the employer requires an employee to get a Covid-19 test, it shall be done on the Employer's time and expense.
- c. The DOH will track worksite and public health data (such as Covid-19 cases, hospitalizations and deaths) and abide by safety protocols established by DOH and the CDC.

**7. Paid leave**

- a. Employees will be allowed a reasonable amount of paid time for the employee to travel and receive each dose of COVID-19 immunization. The employer may require that the request for leave be supported by documentation, which may include proof of the vaccination. If the employer is offering vaccine at the workplace, the employer will allow employees to receive the vaccine on work time.
- b. When an employee tests positive using a rapid test at screening and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the employee's leave bank.
- c. If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave from the shared leave bank if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment.
- d. After October 19, 2021 and no later than December 31, 2021, employee's leave accounts will be credited one (1) personal leave day. This personal leave day must be taken within the 2022 calendar year.

**8. Workplace conditions**

The agency will establish a contingency plan to address potential staffing crisis due to vacancies created by the vaccination mandate. Due to public and staff safety concerns the content of these plans will not be made public without mutual written

agreement by the parties to this MOU. The parties agree to continue to meet to discuss questions regarding contingency plans.

The assignment of overtime due to staffing shortages will be assigned in accordance with the collective bargaining agreements.

**9. Conditions of Employment**

- a. If an employee is not fully vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS, the employee may use accrued vacation leave or leave without pay until their retirement date. This provision expires on December 31, 2021. The use of accrued leave shall be subject to the definitions and provisions contained in the collective bargaining agreement.
- b. If an employee has initiated their exemption request by September 13, 2021 and cooperates with the process, and the exemption is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption decision is provided. If an employee's exemption request has been approved but an accommodation has not been identified, the employee may use a combination of annual leave and leave without pay after October 18, 2021. If the exemption request is denied or an accommodation is not available, the employee may use a combination of annual leave and leave without pay for up to 45 days to become fully vaccinated. Failure to provide proof of beginning the process of becoming fully-vaccinated within ten (10) calendar days of denial will result in non-disciplinary separation. Failure to provide proof of full vaccination within the 45-day period will result in non-disciplinary separation.
- c. If an employee receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the employee may use leave without pay for up to thirty (30) calendar days to become fully vaccinated and retains the right to return to their previous position or a vacant position in the same job class at their work location provided the employee has become fully vaccinated and the employer has not permanently filled their previous position. This provision expires on November 17, 2021.
- d. If an employee has not initiated an exemption request and fails to provide proof of vaccination by October 18, 2021, the employee will be subject to non-disciplinary separation.
- e. Employees who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated.

- 10.** Leave without pay taken in accordance with this MOU will not impact seniority dates.

11. By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.

**The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.**

**Dated September 7, 2021**

For the Employer:

For the Unions:

\_\_\_\_\_/s/  
Jerry Holder, Senior Labor Negotiator  
OFM/State Human Resources

\_\_\_\_\_/s/  
Rhonda Fenrich, Lead Negotiator  
WSF Marine Union Coalition

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

Executed this 1<sup>st</sup> day of July 2021.

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 and  
Compensation Policy Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section