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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, 2023 THROUGH JUNE 30, 2025**



**2023-2025**

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**MARINE ENGINEERS' BENEFICIAL ASSOCIATION  
(PORT ENGINEERS)  
2023-2025**

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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. A Port Engineer may revoke their payroll deduction of dues/fees, consistent with the terms and conditions of their signed membership card and dues authorization by written notice to the Union. After the employer receives confirmation from the Union that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.

## **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. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotion to a position in a lower classification, and termination. Any of these disciplinary actions may serve as the first step in discipline, depending on the egregiousness of the violation(s) as determined by management.

## SECTION 6 - WAGES

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

### **Wages Table**

Effective July 1, 2023, the wage rates for the Senior Port Engineer, Maintenance and Operations Port Engineer and Digital Systems Port Engineer positions shall be increased to five percent (5%). Effective July 1, 2024, the wage rates for the Senior Port Engineer, Maintenance and Operations Port Engineer and Digital Systems Port Engineer positions shall be increased to three percent (3%). Effective July 1, 2023, the wage rates for the Maintenance Analyst Project Engineer shall be increased to five (5%). Effective July 1, 2024, the rates for the Maintenance Analyst Project Engineer position shall be increased five percent (5%).

Effective July 1, 2023 through June 30, 2025, the following wage rates shall be in effect:

	<b>July 1,2023</b>	<b>July 1,2024</b>
	<b>(Hourly/Monthly)</b>	<b>(Hourly/Monthly)</b>
Senior Port Engineer	\$70.22/\$12,219	\$72.33/\$12,586
Maintenance and Operations Port Engineer	\$66.30/\$11,536	\$68.29/\$11,882
Digital Systems Port Engineer	\$66.30/\$11,536	\$69.29/\$11,882
Maintenance Analyst Project Engineer	\$44.99/\$7,829	\$47.24/\$8,220

### **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 will be calculated at ten percent (10%) of the monthly base wage for seven-day duty week; additional duty days and duty substitutions will be prorated accordingly.

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.

## 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), 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.
  - (3) For full-time Port Engineers who are on duty when a holiday falls on the weekend, their scheduled work day, or scheduled day off, WSF will allow the Port Engineer to take the holiday anytime.
- (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(s) and Digital Systems Engineer(s). 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) The Senior Port Engineer, Maintenance Port Engineers and Digital System Engineer positions will be assigned a vehicle and provided 24/7 access to WSF Headquarters offices due to essential service related business requirements. WSF assigned vehicles will receive access to parking at WSF Headquarters offices. Port Engineers will not receive parking at the WSF Headquarters offices for individually privately owned vehicles. 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. WSF may extend the probationary period for a Port Engineer as long as the extension does not cause the total period to exceed 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). 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) In order for a Port Engineer hired outside of the WSF Licensed Engineer bargaining unit to remain on the Licensed Assistant Engineer Promotional Roster ([Section 20](#) [a][3]) they must work ninety (90) sailing days within an uninterrupted work schedule aboard a vessel after accepting and reporting to a permanent Assistant Engineer Position.
- (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 two hundred and twenty five dollars (\$225.00) 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 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 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 communicating with 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, 2023, and shall continue in effect until June 30, 2025.

### **SECTION 24 - DRUGS AND ALCOHOL-FREE WORKPLACE**

Port Engineers will report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs in accordance with WSDOT's drug and alcohol policy. All Port Engineers must abide by the terms of the WSDOT drug and alcohol-free workplace policy. Any changes to WSDOT's drug and alcohol-free workplace policy effects will be bargained. Port Engineers are exempt from the random drug testing procedures in WSDOT's drug and alcohol-free workplace policy.

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

**MOU Safety and Health**

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.

For any employees who choose to voluntarily provide their employer with proof of up-to-date COVID-19 vaccination, to include any boosters recommended by the U.S. Centers for Disease Control (CDC) based on their age at the time proof is provided to the employer, between January 1, 2023 and December 31, 2023, shall receive a one thousand dollar (\$1000.00) one-time lump sum payment beginning July 1, 2023, which will be provided as soon as practicable based upon their agency's human resources/payroll process. The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings.

Eligibility for the lump sum payment will be based upon:

- a) The position in which the work was performed on the date the up-to-date status is verified, or
- b) If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.

Employee will receive the lump sum payment only once during their employment with the State.

**Date signed: July 29, 2022**

For the Employer:

For the Union:

/s/

/s/

\_\_\_\_\_  
Gina Comeau OFM/SHR  
Labor Negotiator

\_\_\_\_\_  
Eric Winge, MEBA  
Labor Negotiator

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

**Data Sharing Agreement**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the District No. 1 Marine Engineers' Beneficial Association (MEBA) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the MEBA which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement (DSA).

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are required by law, under RCW 39.26.340 and RCW 39.34.240 when an agency shares category 3 or higher data, that a written DSA be in place. Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an agency shares category 3 or higher data outside of their agency, a written agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary deductions reporting and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

(3) Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
- b. Information about public employees as defined in RCW 42.56.250.
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) Category 4 – Confidential Information Requiring Special Handling. Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

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

The Employer and MEBA strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

**The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.**

**Date signed: August 9, 2022**

For the Employer:

For the Union:

/s/

/s/

\_\_\_\_\_  
Gina Comeau OFM/SHR  
Labor Negotiator

\_\_\_\_\_  
Eric Winge, MEBA  
Labor Negotiator

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 2023.

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

\_\_\_\_\_/s/  
Eric Winge  
MEBA/WSF

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

For the State of Washington:

\_\_\_\_\_/s/  
Jay Inslee  
Governor

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

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