COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8 (AFL-CIO)

EFFECTIVE
JULY 1, 2025 THROUGH JUNE 30, 2027

2025-2027

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8 (AFL-CIO)
2025-2027

PREAMBLE
ARTICLE 1 RECOGNITION OF THE UNION 1
ARTICLE 2 UNION BUSINESS 1
2.1 Non-Discrimination 1
2.2 Union Access 1
2.3 Shop Stewards 1
2.4 Union Bulletin Boards 2
2.5 Confidentiality 2
ARTICLE 3 DUES DEDUCTION AND STATUS REPORTS 2
3.1 New Hires 2
3.2 Union Dues-Fees 2
3.3 Rosters 2
3.4 Voluntary Deduction 3
ARTICLE 4 MANAGEMENT RIGHTS 3
4.1 Management Rights 3
4.2 WSF Rules and Regulations 3
4.3 Coordinated Bargaining 3
4.4 Continuity of Operations in the Dispatch Department 4
ARTICLE 5 DEFINITIONS 4
5.1 Regular Employees 4
5.2 Regular Full-Time Employees 4
5.3 Regular Part-Time Employees 4
5.4 Relief Dispatcher 4
5.5 Benefits and Seniority Accrual for Regular Part-Time Employees 5
5.6 Holiday Payments for Regular Part-Time Employees 5
5.7 Temporary Employees– Definition 5
5.8 Union Security and Compensation for Temporaries 6
5.9 Probationary Employee 6
5.10 Transfer 7
5.11 In Place Reclassification 7
5.12 Employment Status 7
ARTICLE 6 HIRING, ORGANIZATIONAL CHANGES, JOB POSTING PROCEDURE, AND PROBATION 7
6.1 Filling Positions 7
6.2 Job Posting Procedure 7
6.3 Organizational Changes 8
6.4 Probationary Schedules 8
6.5 Job Abandonment 9
ARTICLE 7 DISCIPLINE 9
7.1 Just Cause 9
7.2 Right to Representation 10
7.3 Types of Discipline 10

7.4 Verbal Warnings 10
7.5 Retention of Discipline 10
7.6 Employee Files 11
ARTICLE 8 NON-DISCRIMINATION AND REASONABLE ACCOMMODATIONS 11
8.1 Non-Discrimination 11
8.3 Disability Accommodations 11
8.4 Safety Accommodations 12
8.5 Pregnancy Accommodations 12
ARTICLE 9 HOURS OF WORK 14
9.1 Regular Hours/Work Weeks 14
9.2 Overtime 14
9.3 Alternate Workweek 14
9.4 Meal/Relief Periods 15
9.5 Relief Period 15
9.6 Callback Pay 15
9.7 Shift Differential 15
9.8 Calling Employees at Home 15
9.9 Compensatory Time Off 16
9.10 Telework 16
9.11 Relief Dispatchers' Schedules 17
ARTICLE 10 VACATIONS 18
10.1 Vacation Accrual Rate 18
10.2 Scheduling 18
10.3 Accumulation 19
10.4 Six Months Employment before Vacation Available 19
10.5 Cancellation of Leave Credit 19
10.6 Cash Out 19
10.7 Sick Leave during Vacation 19
10.8 Vacation Leave Schedule (Non Dispatch Departments) 19
10.9 Seniority Preference Vacation Leave (Non Dispatch Departments) 19
10.10 Vacation Leave Schedule (Dispatch Department Only) 20
10.11 Family Care 21
10.12 Military Family Leave 21
10.13 Domestic Violence Leave 21
ARTICLE 11 SICK LEAVE AND LEAVES OF ABSENCE 21
11.1 Accumulation of Sick Leave 21
11.2 Payment of Sick Leave Benefits 21
11.3 Sick Leave Use 21
11.4 Payment of Sick Leave Benefits upon Termination 23
11.5 Bereavement Leave 23
11.6 Sick Leave Annual Cash Out 24
11.7 Voluntary Employees' Beneficiary Association (VEBA) 24
11.8 Personal Leave of Absence 24
11.9 Family Medical Leave 24
11.10 Washington State Paid Family And Medical Leave (PFML) Program 25
11.11 Industrial Accident Leave 25

11.12 Medical Leave of Absence 25
11.13 Parental Leave 26
11.14 Unpaid Leave for Reasons of Faith or Conscience 26
11.15 Leaves 26
11.16 Employment During Leave 26
11.17 Shared Leave 26
ARTICLE 12 SENIORITY, LAYOFF AND RECALL 26
12.1 Seniority 26
12.2 Seniority Roster 28
12.3 Loss of Seniority 28
12.4 Permanent Reduction in Staff 29
12.5 Temporary Reduction of Work Hours or Layoff 30
ARTICLE 13 HOLIDAYS 31
13.1 Holidays 31
13.2 Holiday Pay 32
13.3 Holiday Rules 32
ARTICLE 14 HEALTH, WELFARE AND RETIREMENT 33
14.3 Wellness 33
14.5 Flexible Spending Arrangement 34
14.6 Retirement 34
ARTICLE 15 PASSES 35
15.8 Parking 35
ARTICLE 16 GRIEVANCE PROCEDURE 36
16.2 Terms and Requirements 36
16.3 Filing and Processing 37
16.4 Successor Clause 40
ARTICLE 17 MISCELLANEOUS LEAVES 40
17.1 Type of Leave 40
17.3 Notification/Denial of Leave 41
ARTICLE 18 CLASSIFICATION AND WAGE RATES 41
18.1 Wage Placement and Increments 41
18.2 Salary Adjustments 41
18.3 Payroll and Deductions 41
18.4 Merit/Seniority Pay 42
18.5 Pay for Promotion or Work in a Higher Classification 42
18.6 Job Specification 42
18.7 Job Classification Review 42
18.8 Wage Rates 42
18.9 Pay Periods 43
18.10 Penny Rounding Differences 43
ARTICLE 19 STRIKES AND LOCKOUTS 43
ARTICLE 20 TRAINING PROGRAMS 43
ARTICLE 21 TRAVEL 44
ARTICLE 22 SEVERANCE PAY 44
ARTICLE 23 TECHNOLOGICAL CHANGE AND TRAINING 44
23.1 Loss of Jobs 44

23.2 New Jobs 44
23.3 Training for Evolving Job Duties....45
ARTICLE 24 SEPARABILITY AND SAVINGS 45
ARTICLE 25 ANNUAL REVIEWS 45
25.1 Annual Review....45
25.2 Purposes 45
25.3 Annual Review Procedure....46
ARTICLE 26 SAFETY COMMITTEE 46
ARTICLE 27 MEALS AND LODGING 46
ARTICLE 28 DRUGS AND ALCOHOL-FREE WORKPLACE 46
ARTICLE 29 DURATION 46

APPENDICES

APPENDIX A A-1
Classification and Wage Rates

MEMORANDA OF UNDERSTANDING (MOU)

A. MEDICAL FLEXIBLE SPENDING ARRANGEMENT M-1
B. SICK LEAVE USE M-3
C. SSB 5101 IMPLEMENTATION M-4
D. LEAVE WITH PAY IN RESPONSE TO EMERGENCY PROCLAMATION 25-07 .... M-6

SIGNATURE PAGE

PREAMBLE

This Agreement is made and entered into by and between the State of Washington, hereinafter referred to as the "Employer," and the Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union."

Status of employee(s): Washington State Department of Transportation Ferries Division (WSF) employees are state employees covered under their own separate RCW 47.64. Accordingly issues covering state employees other than under 47.64 are subject to negotiation, as the issues will apply to RCW 47.64 employees.

The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all Washingtonians. The ever-increasing diversity of our population and workforce defines who we are as a people and drives the public's expectations of us as public servants. An important goal is to build work environments that are respectful, supportive and inclusive to everyone. Promoting diversity, equity and inclusion furthers an environment of honesty, which can only occur when individuals feel safe to speak openly and with confidence that co-workers and leadership will accept diverse contributions, opinions and ideas.

ARTICLE 1
RECOGNITION OF THE UNION

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for all employees employed at the Washington State Department of Transportation Ferries Division (WSF) as identified in Appendix A and for any additional job classifications, office and administrative in nature, created during the term of this Agreement as specified in the MEC unit clarification order, for the purpose of establishing wages, hours and working conditions.

ARTICLE 2
UNION BUSINESS

2.1 Non-Discrimination

The Employer and the Union agree not to discriminate against any employee because of their participation and/or activity on behalf of the Union.

2.2 Union Access

Authorized representatives of the Union shall be allowed to enter the Employer's premises, where members of the bargaining unit are employed, at reasonable times. The Employer will issue the duly accredited representative a building pass for such a visit, if required, and the Union agrees that the Employer is absolved from all claims resulting from any accidents involving such representative while on the premises.

2.3 Shop Stewards

The Union shall have the right to establish shop stewards. The Employer shall be notified in writing of all employees designated as shop stewards. Employees designated by the Union as shop stewards may, upon notification and at a mutually agreeable time between the shop steward and supervisor, investigate, discuss, and process grievances with bargaining unit members in accordance with Article 16, Grievance Procedure.

Union stewards will also be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for and attend meetings scheduled by management for the following representational activities:

A. Investigatory interviews and pre-disciplinary meetings involving employees represented by OPEIU;

B. Union-Management Communication Committees and other committee meetings if such committees have been established; and/or

C. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions and arbitration hearings involving OPEIU represented employees held during their work time.

Time spent on representational activities during the Union steward's non-work hours will not be considered as time worked.

2.4 Union Bulletin Boards

A bulletin board will be made available to the Union at work locations where bargaining unit members are permanently assigned. Information posted shall consist of official OPEIU bulletins containing no editorial comments.

2.5 Confidentiality

Employees have a right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality. When documents or information in an employee's personnel or supervisory file are subject to a public disclosure request, the Employer will provide an employee with a copy of the request at least seven (7) calendar days in advance of the intended release date. Prior to its release, the Employer will redact the employee's date of birth and social security number on any document subject to a public disclosure request, as allowed by law.

ARTICLE 3
DUES DEDUCTION AND STATUS REPORTS

3.1 New Hires

The Employer shall provide the Union, which is the exclusive bargaining representative for all employees covered by this Agreement, with a list of new employees upon their hire date via e-mail. Such notice shall include the new hire's name, job title, work location, work phone number and work email. Union representative(s) will be allowed one-half (1/2) hour during the first month of employment of newly hired staff to meet with them and introduce them to the Union and the Collective Bargaining Agreement. Such presentations shall take place at the worksite during regular work hours of the new employee and the Shop Steward.

3.2 Union Dues-Fees

Pursuant to RCW 47.64 all bargaining unit employees who provide the exclusive bargaining representative with written authorization to have Union dues deducted, shall have Union dues deducted. The exclusive bargaining representative shall provide the Employer with written authorization for the deduction of union dues. The Employer shall deduct from salary payments the Union dues, including initiation fee, and shall remit the same to the Union. An employee may cancel their payroll deduction of dues/initiation fee by written notice to the Union by certified mail return receipt hardcopy. After the Employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after the receipt of the confirmation. No provision of this Article shall preclude an employee from executing any other right specified under RCW 47.64. The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits or other forms of liability resulting from such deductions or on account of compliance with this Article and any and all issues related to the deduction of dues.

3.3 Rosters

The Employer shall furnish the Union within the first working week of each month a list to include the following information: All newly-hired employees working in job classes

represented by OPEIU, which is not limited to regular employees, regular full-time employees, regular part-time employees, temporaries, the employee's full name, mailing address, job title, beginning salary, date of hire, and ending date if applicable. The Employer shall also furnish a list containing the above information for all employees who have resigned or been terminated. All WSF and agency temporaries shall also be reported on a monthly basis during the term of their employment, which shall include the name(s) of each agency and/or the WSF temporary employee, classification, salary, duration of assignment, work location, and purpose of assignment.

3.4 Voluntary Deduction

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a deduction in addition to dues deductions, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union with a report showing:

1. Employee name
2. Amount deducted

B. The parties agree that this Section satisfies the Employer's obligations and provides the deduction authorized under Section 1 (6) of RCW 41.04.230.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 Management Rights

Subject to the terms and conditions of this Agreement, the Employer retains the right and duty to manage its business including, but not limited to, the right to determine the method and means by which its operations are to be carried out, to direct the work force, and to adopt such rules and regulations governing the appearance, dress, conduct and work procedures of its employees, as are required to maintain safety, efficiency, quality of service, and the confidence of the traveling public.

4.2 WSF Rules and Regulations

The Union will be furnished with a copy of any rules or regulations with respect to the bargaining unit within thirty (30) calendar days prior to the planned implementation date to negotiate items that are mandatory subjects of bargaining. In the event the Union is not furnished with a copy, they shall have no effect upon members of the bargaining unit. If the Union fails to respond within the thirty (30) days, the Union waives all rights pursuant to this Section. Any rules or regulations or revisions of existing regulations implemented by the Employer shall not be inconsistent with the terms of the Agreement.

4.3 Coordinated Bargaining

All the Unions shall, upon timely notification by WSF, negotiate certain issues with WSF on a coordinated bargaining approach. Coordinated bargaining shall be conducted on WSF policies that will apply to all bargaining unit employees generally on the same basis or

policies that would apply to employees in one (1) location where multiple bargaining units are involved such as vessel employees or Eagle Harbor employees.

4.4 Continuity of Operations in the Dispatch Department

Management not covered by this Agreement will predominantly perform supervisory duties but may assist their department employees with the performance of their duties to include training periods. Management agrees that performing bargaining unit work during emergent situations shall be an action of last resort. Every reasonable effort will be made to ensure that such work is performed by bargaining unit employees whenever possible. Assisting employees is appropriate under this Agreement only after all measures have been taken to try to find coverage from within the Dispatch Department with documented offers of shifts, including overtime, to every OPEIU represented employee within the Dispatch Department. Assisting employees is appropriate under this Agreement in instances due to an emergent need, unforeseeable peak period, operations are at risk, and no other arrangement is feasible to alleviate the situation. Any instance of management performing bargaining unit work will be limited in scope, frequency, and duration, shall not exceed what is necessary to stabilize the situation until bargaining unit employees are available to resume the work, and will not be done for the purpose of displacing regular employees, avoiding filling positions, or avoiding overtime.

ARTICLE 5
DEFINITIONS

5.1 Regular Employees

A regular employee is an employee who has been in the employ of the Employer for a period of over thirty (30) calendar days and shall be entitled to all benefits under the terms of this Agreement, except as otherwise specified in this Agreement.

5.2 Regular Full-Time Employees

A regular full-time employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and normally works a regular continuing schedule of eight (8) hours per day and forty (40) hours per week, and shall be entitled to full benefits under the terms of this Agreement.

5.3 Regular Part-Time Employees

Regular part-time employees are those who work regularly an agreed upon number of days each month or week but less than forty (40) hours per week. Regular part-time employees shall be entitled to all fringe benefits under this Agreement on a pro rata basis in accordance with Section 5.5 of this Article. However, health and welfare benefits for regular part-time employees shall be provided as specified in Article 14, Health, Welfare and Retirement.

5.4 Relief Dispatcher

The term "Relief Dispatcher" shall be an employee working on a year round basis and offered at least forty (40) hours of work per week to relieve employees who are not scheduled to work or work various assigned shifts. Relief scheduling will be in accordance with Article 9.

5.5 Benefits and Seniority Accrual for Regular Part-Time Employees

Whenever "months of continuous employment" are mentioned in this Agreement, for purposes of seniority and benefits, the completion of each one hundred and seventy-four (174) hours of work by a regular part-time employee shall constitute a month's continuous employment.

5.6 Holiday Payments for Regular Part-Time Employees

In lieu of the provisions of Article 13, Holidays, regular part-time employees shall receive straight-time holiday pay prorated based on the FTE for example employees who have a .5 FTE will be paid fifty percent (50%) of their regularly scheduled shift hours as holiday pay. If such employee is required to work on a holiday, listed in Article 13 herein, the employee shall be paid at the overtime rate of one and one-half (1½) times the employee's regular straight-time rate of pay for the actual number of hours worked and shall receive no prorated holiday pay.

5.7 Temporary Employees– Definition

A temporary employee who is hired on the WSF's payroll shall be called a "WSF temporary."

Personnel working temporarily in a clerical position not on the WSF's payroll shall be called "agency temporaries."

A. A temporary employee may be hired:

1. To work as a temporary worker to fill an FMLA vacancy or other approved leave of a permanent employee, not to exceed one (1) year.

2. To work for one (1) year as a temporary worker when an FTE has been requested. A six (6) month extension is allowed provided the Employer notifies the Union in writing in advance of all six (6) month extensions. Said notice will include documented history status of the FTE request. In no event will this status exceed eighteen (18) months.

3. To work as a project type temporary worker to perform work associated with a special project doing work not normally done or to provide assistance to current employees during a peak business cycle not to exceed one (1) year.

4. Temporary employees shall not be regularly utilized to fill vacant permanent positions beyond ninety (90) calendar days. Should a business reason(s) necessitate an extension of the ninety (90) day period, the Parties will meet to discuss the business reason(s), efforts being made to eliminate the need to utilize a temporary employee and request an extension if needed.

5. Notice to Employees:
An employee hired to replace an employee on leave shall be so advised.

6. WSF temporaries will receive health care benefits in accordance with PEBB rules.

B. Any project and/or absence involving job classifications represented by OPEIU that are expected to last ninety (90) calendar days or longer will be posted internally as a training opportunity for OPEIU Local 8 members with return rights to their permanent position. If a position is posted as requiring less than ninety (90) calendar days' work, and it runs longer than ninety (90) days, the temporary worker must be replaced unless the temporary worker was hired to work in accordance with the terms of Subsections 5.7(A)(1), 2, or 3.

5.8 Union Security and Compensation for Temporaries

Pursuant to Article 3, Dues Deduction and Status Reports, all temporary personnel, agency temporaries and WSF temporaries, will be given the Union letter by the Employer upon starting work regardless of the anticipated length of their assignment.

A. "Agency temporaries" may elect to pay Union work permit fees after their initial six (6) weeks of employment, beginning with hours worked on the first day of the seventh (7th) week of employment. Concurrently, those temporaries completing their initial six (6) weeks of employment will then receive the appropriate bargained Union wage. The first six (6) weeks of employment will be paid at the agency standard fee.

B. WSF temporaries may elect to pay work permit fees beginning with their first day of employment and shall receive the appropriate bargained Union wage for temporary workers from their first day of employment.

C. A WSF temporary employee retained beyond ninety (90) calendar days shall be subject to the provisions of Article 3, Dues Deduction and Status Reports, and shall be entitled to full terms and conditions of the contract except the layoff provisions of Article 12, Seniority, Layoff and Recall. Health, welfare and retirement benefits will be afforded a WSF temporary according to the rules and requirements of the respective Washington State Plans referenced in Article 14.

D. The Employer may, when feasible, request that the Union refer applicants for temporary positions of an anticipated length of two (2) weeks or greater.

E. If a regular employee applies for and is awarded a temporary OPEIU bargaining unit position, the employee may move to that position without loss of seniority or benefits. Upon completion of the temporary assignment, the employee may return to the employee's prior position.

5.9 Probationary Employee

A probationary employee is an employee who is completing the probationary schedule as defined in Article 6.3 (A). Any employee terminated during the probationary period shall not have recourse to the grievance procedure.

5.10 Transfer

A transfer is a move from one job classification to another job classification either laterally, or to a higher or lower job classification within the bargaining unit. Except as provided elsewhere in the Agreement, a transfer shall only occur through an employee-initiated request by implementation of the job posting procedure.

5.11 In Place Reclassification

An in place reclassification shall be implemented if an employee has been assigned or is performing job duties and responsibilities of a higher job classification.

5.12 Employment Status

Any employee retains employment rights when working or on any approved time off or leave as defined in this Agreement. An employee taking a leave, which is not properly approved, may be considered absent, and may be subject to discipline up to and including termination.

ARTICLE 6
HIRING, ORGANIZATIONAL CHANGES, JOB POSTING PROCEDURE, AND PROBATION

6.1 Filling Positions

The Employer will determine if a position will be filled, the type of appointment to be used when filling the position (i.e. part-time, full-time, temporary), and the qualifications necessary to perform the duties of the specific position within a job classification. Only those candidates who have the position-specific qualifications required will be referred for further consideration by the Employer.

6.2 Job Posting Procedure

A. Notice of all job vacancies involving job classifications represented by OPEIU, including project and temporary vacancies of an anticipated duration of ninety (90) calendar days or longer, shall be internally posted within WSF, no later than fifteen (15) calendar days after WSF has received all necessary approvals. The internal WSF posting shall be for a duration of seven (7) calendar days in all departments where employees of this Agreement are employed. If pressing business needs require a longer delay in posting or processing, the Employer shall inform the Union and shall discuss all relevant facts with the Union. The posted notice will include the current Job Specification and Classification Questionnaire for the qualifications and responsibilities of the vacant position. The Employer shall not be obligated to post the positions of employees who are selected to fill temporary vacancies beyond electronic e-mail.

B. Employees, who make timely application during the seven (7) calendar days from initial date of posting and meet minimum qualifications, will be included in the internal WSF candidate pool for the vacant position. The seven (7) calendar day limit shall be extended for employees on approved leave, who request consideration, up to the time interviews are completed.

C. Employees who make timely application for a vacant position will receive written notification of acceptance or rejection of their application prior to the announcement of the successful candidate. An announcement will be posted electronically notifying all employees of the candidate selected for the vacant position. The Employer will notify the employee in writing with the reason(s) the employee was not selected for the position.

D. The awarding of all project, temporary, vacant and promotional positions will be subject to the seniority system of Article 12.

E. The Employer will request from the Union a list of candidates available for referral.

F. The Employer may post vacancies externally at the same time as the internal WSF posting described in 6.2(A), above. The Recruiter will not share the applications or other details of external applicants with the hiring manager until all internal applicants have been deemed unqualified. The Employer shall not be denied the right to employ an individual from outside sources once the provisions of Subsections 6.2(A), B, C, D, and E have been exercised and it has been determined that all bargaining unit employees who have applied through the internal job posting procedure are unqualified for the position.

6.3 Organizational Changes

A. In the event that new facilities are added and/or eliminated, departments are reorganized and a revision of current staffing and/or job specifications occur that effect WSF employees represented by OPEIU Local 8, the Employer shall notify the Union a minimum of sixty (60) days prior to the planned implementation date of the event.

B. The Union shall notify the Employer within thirty (30) days of having received the sixty (60) day notice regarding the Union's intent to exercise its right to bargain over the effects of the proposed changes. If the Union fails to respond within thirty (30) days, the Union waives all rights pursuant to this Section. The parties shall meet to discuss and/or negotiate where appropriate, wages, hours of work and conditions of employment for any employee(s) so affected within fifteen (15) days from the date the Employer receives the demand to bargain notification from the Union. Should the parties fail to reach an agreement where negotiations are required within fifteen (15) working days or after a mutually agreed upon extension, the Union may pursue the matter through the grievance procedure as specified in Article 16 of the Collective Bargaining Agreement (CBA).

6.4 Probationary Schedules

A. Newly hired employees shall have a one-hundred eighty (180) calendar day probationary period to qualify for a position. A newly hired employee separated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. The probationary period may be extended an additional ninety (90) calendar days, provided that such extensions are not exercised on a regular basis. Prior to an extension occurring, the employee will be

provided with a plan for improvement. The employee and the Union will be notified in writing of such action prior to the end of the initial one-hundred eighty (180) calendar day probationary period.

B. An employee promoted or transferred to a new position shall have a ninety (90) calendar day trial service period, and shall receive the appropriate rate of pay for the new position during such trial service period. An employee determined to be unqualified for a new position during or at the end of the trial serving period shall be returned to the previously held classification at the former rate of pay with no loss of seniority and such action will not be subject to the grievance procedure, provided the employee and the Union receives written notice from the Employer containing the reasons for the reversion not less than seven (7) calendar days prior to the effective date of such reversion. An employee service a trial service period may voluntarily revert to their previously held position within fifteen (15) calendar days of the appointment. The trial service period may be extended an additional ninety (90) calendar days, provided that such extensions are not exercised on a regular basis and when an extension occurs the employee and the Union will be notified in writing of such action.

C. The Employer retains the right to separate new employees during or at the end of the probationary period and the separation shall not be subject to the grievance procedure.

6.5 Job Abandonment

A. An employee absent from work for three (3) consecutive days who is not on an approved leave forfeits their employments rights, their seniority rights, and may be terminated from employment with WSF. Before this occurs, the employee shall be informed via a Loudermill meeting notice and be given an opportunity to attend the meeting. A five (5) day notice by registered letter to the employee's most recently updated address on file with Human Resources shall be deemed adequate, whether or not the employee signs for the letter. It is the employee's responsibility to maintain the correct address in Human Resources.

ARTICLE 7
DISCIPLINE

7.1 Just Cause

The Employer shall not discharge, suspend or discipline any employee without just cause. No employee shall be disciplined or discharged while on paid sick leave, on vacation or on an approved leave of absence. An employee, upon request, shall receive written notice from the Employer stating the true cause of termination.

Any oral warning, written reprimand, reduction in pay, suspension, demotion, or discharge shall not occur without just cause. It is understood and agreed by and between the Employer and Union that the Employer shall administer progressive disciplinary action. Documented oral warnings will be identified as such.

Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. The Employer will apply the level of discipline that best meets the severity of the issue.

7.2 Right to Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

7.3 Types of Discipline

The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands, and suspensions. Employees shall be given an opportunity to read, sign and answer all written warning notices or performance evaluations before placement of such material into their personnel file. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken. The employees shall be asked to sign any written warning notices. The employee's signatures thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that the employee has seen and comprehends the gravity of the disciplinary action taken. Employees shall have the right to review and comment on written warning notices and performance evaluations currently in their personnel file. Upon written request by the employee, the Union will be notified of all warning notices.

7.4 Verbal Warnings

Documented verbal warning notices provided for herein shall not remain in effect for more than twelve (12) months from the date of such warning notice and shall thereafter be purged from the employee's personnel file and supervisory/working file.

7.5 Retention of Discipline

A. Records of disciplinary actions involving reductions-in-pay, suspensions, demotions, and/or written reprimands will be removed after three (3) years if:

1. Circumstances do not warrant a longer retention period (i.e. legal reasons);
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

B. Nothing in this Section prevents the Employer from agreeing to an earlier removal date.

C. Where the adverse material or information related to alleged misconduct is determined to be unfounded or where an arbitrator does not uphold discipline at arbitration, all such adverse information in such situations will be promptly removed from the employee's files. The Employer may retain this information in a legal defense file.

D. If the Employer determines that a record will not be removed under Subsection A, above, it will provide the employee with written response indicating that the record remains in the personnel file. The notice will include specific reasons for retaining the record.

7.6 Employee Files

Employees may review their personnel file at a mutually agreeable time upon request to the Human Resources Department. An employee may request copies of information in the personnel file and such information shall be provided by the Human Resources Department.

ARTICLE 8
NON-DISCRIMINATION AND REASONABLE ACCOMMODATIONS

*This article has been modified by an MOU effective October 31, 2025

8.1 Non-Discrimination

A. The Employer and the Union are mutually committed to ending discrimination in any and all forms. To this end, the parties agree that they will not engage in any act or practice, or pursue any policy, which results in coercion, discrimination, or harassment because of race, creed, sex, age, color, national origin, veteran's status, military status, status as an honorably discharged veteran, disabled veteran, Vietnam era veteran, genetic information, political affiliation, marital status, sexual orientation, gender expression, gender identity, status as a breastfeeding mother, victim of sexual assault or domestic violence, or any real or perceived sensory, mental or physical disability, (unless reasonable accommodation is impossible or would impose an undue hardship). This prohibition of discrimination shall apply, but not be limited to: promotions, demotions, transfers, layoffs, disciplinary actions, terminations, rates of pay and forms of compensation, hiring, recruitment, referral for hiring, placement in a hiring pool, job advertising, career development, and selection of training, including apprenticeship.

B. The Employer agrees to provide appropriate training and the Union agrees to support and encourage participation in training to positively accept the cultural diversity that exists in the workplace and to understand as well as prevent all forms of discrimination and harassment.

C. The Parties to the contract agree that the acts of coercion, discrimination, and harassment are intolerable and shall be subject to appropriate discipline.

8.2 The Employer agrees to the principle of equal pay for equal work, and agrees that there shall be no discrimination exercised in the bargaining unit in this respect.

8.3 Disability Accommodations

WSF will at all times comply with the Americans with Disabilities Act (ADA) and RCW 49.60 et Seq. and Department of Transportation policies regarding reasonable accommodation as those statutes and policies apply to WSF operations. In a case where an employee has a disability, as defined by ADA or comparable statutes, WSF shall consider

a reasonable accommodation that allows an employee to perform the essential job functions of the classification for which they are otherwise qualified. Employees requesting accommodation shall actively participate with WSF in discussing the need for and possible form of any accommodation. WSF may require supporting medical documentation and may require the employee to obtain a second medical opinion at agency expense. Medical information discussed to WSF will be kept confidential. WSF will contact the Union representative and discuss a proposed accommodation in cases where there could be a perception that an accommodation violates the union agreement. Although the specific medical condition of the employee will not be disclosed to the Union without the employee's written approval, WSF will notify the Union the employee has a medical condition requiring accommodation, and WSF will attempt to work with the Union to obtain Union agreement.

8.4 Safety Accommodations

A. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim of domestic violence, sexual assault, stalking, or hate crime (victim). An employee may be required to show verification of the need for a safety accommodation by providing a police report showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, but it shall retain its confidential or privileged nature of communication pursuant to state law. An employee can also provide a written statement that they or a family member are a victim in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

B. A reasonable safety accommodation may include, but is not limited to:

1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, stalking, or hate crime.

2. Leave pursuant to Article 10 or Article 11 may be considered a reasonable safety accommodation.

3. The Employer may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.

8.5 Pregnancy Accommodations

A. For purposes of this Section, "pregnancy" includes the employee's pregnancy and pregnancy related health conditions.

B. A pregnant employee may request a reasonable accommodation, which may include any of the following:

1. Providing more frequent, longer, or flexible restroom breaks;

2. Modifying a no food or drink policy;

3. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;

4. Providing seating or allowing the employee to sit more frequently if her job requires her to stand;

5. Providing for a temporary transfer to a less strenuous or less hazardous position;

6. Providing assistance with manual labor and limits on lifting;

7. Scheduling flexibility for prenatal visits; and

8. Any further pregnancy accommodation an employee may request, and to which an Employer must give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the employee.

C. The Employer may deny a reasonable pregnancy related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. An Employer may not claim undue hardship for the accommodations listed above in (B)(1), (2) and (4), or for limits on lifting over seventeen (17) pounds, and the Employer may not request written certification for those same accommodation requests.

D. The Employer will not require a pregnant employee to take leave if another reasonable accommodation can be provided.

E. An Employer, except for the limitations in (C) above, can require the employee to provide written certification from their treating health care professional regarding the need for a reasonable accommodation.

F. An Employer does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

ARTICLE 9
HOURS OF WORK

9.1 Regular Hours/Work Weeks

A. The regular hours of work shall not exceed eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Except as provided elsewhere in the Agreement, the normal workweek, except for the Dispatch Department, will consist of Monday through Friday.

B. For payroll purposes, workweeks will normally begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday or as otherwise designated by the Appointing Authority. Work week schedules will be five (5) consecutive eight (8) hour days followed by two (2) consecutive days off, or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

9.2 Overtime

For employees working 5/8 work weeks, hours of work in excess of eight (8) hours in any one workday or in excess of forty (40) hours per workweek shall be paid for at one and one-half (1½) times the employee's regular straight-time hourly rate based on the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first (1st) hour. For time worked in excess of one (1) hour, overtime will be paid at one and one-half (1½) the employee's straight-time rate of pay, in one (1) hour increments in accordance with all applicable terms of this Agreement. For employees working 4/10 work weeks, hours of work in excess of ten (10) hours in any one workday or in excess of forty (40) hours per workweek shall be paid at one and one-half (1½) times the employee's regular straight-time hourly rate based on the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first (1st) hour. For time worked in excess of one (1) hour, overtime will be paid at one and one-half (1½) the employee's straight-time rate of pay in one (1) hour increments in accordance with all applicable terms of this Agreement. By mutual consent, compensatory time off may be scheduled in lieu of receiving overtime pay (see Section 9.9).

9.3 Alternate Workweek

Work weeks of hours different than work weeks in Section 9.1 above, may be established by the Employer in order to meet business and/or customer service needs, as long as the alternate work schedule complies with federal and state laws. The Employer will provide a thirty (30) days' written notice to the affected employee(s) and the Union prior to implementing an alternate work week, not to include Relief Dispatchers.

Individual employee requests for an alternate workweek or other flextime schedule must have written approval of the Employer and will be communicated in writing to the Union before implementation.

Any schedule implemented via this Section may be discontinued by the Employer upon thirty (30) days written notification to the affected employee(s) and the Union, unless the employee(s) agree to an earlier change in writing.

9.4 Meal/Relief Periods

Each employee shall receive a lunch period of thirty (30) minutes, on the employee's own time, approximately one-half (1/2) way through the workday, in accordance with a lunch period schedule to be established by the Employer. By mutual agreement of the employee and supervisor, lunch periods of sixty (60) minutes may be established. When a sixty (60) minute lunch is utilized, it is duty-free time on the employee's own time. Any schedule implemented via this Section may be discontinued by the Employer upon thirty (30) days written notification to the affected employee(s) and the Union unless the employees agree to an earlier change.

Employees working overtime shall receive an unpaid meal period of thirty (30) minutes after every five (5) hours provided the overtime hours are annexed directly to the employee's regular work schedule. If the Employer requires the employee to work during the overtime meal period, the employee shall receive the overtime rate of pay for such meal period.

9.5 Relief Period

Each employee shall receive a relief period of fifteen (15) minutes approximately one-half (1/2) way through the morning shift and approximately one-half (1/2) way through the afternoon shift of each working day, in accordance with a schedule to be established by the Employer. An additional fifteen (15) minute relief period will be provided to an employee during each four (4) hours of overtime. The Employer shall have the right to require strict observance of the employees of the lunch and relief periods as scheduled. Relief periods are compensable.

9.6 Callback Pay

Regular full-time employees who are called in to work on a scheduled day off and have a minimum of forty (40) non-overtime compensated hours in the work week, will be compensated at the overtime rate. In addition, they will receive four (4) hours of Callback pay at their straight-time rate of pay regardless of the length of the overtime shift or hours actually worked.

9.7 Shift Differential

Employees whose regular scheduled work shifts include hours after 6:00 p.m. shall be paid a shift differential equal to an additional ten percent (10%) of their straight-time hourly rate time worked between 6:00 p.m. and 6:00 a.m. If an employee requests a schedule, based on personal needs, that would regularly have them working before 6:00 a.m. or after 6:00 p.m. and the request is approved at the Employer's discretion, shift differential will not apply.

9.8 Calling Employees at Home

Employees being called at home by their supervisor or supervisor's authorized designee on their normal non-work time or on vacation or sick leave shall be paid initially a minimum

increment of fifteen (15) minutes or actual time on the phone whichever is greater. This shall not apply to compensation issues of the employees such as time sheets, other compensation issues, or requests to fill vacant shifts. If overtime payment is applicable, it shall be paid or accrued as compensatory time and, at the employee's option, vacation or sick leave may be re-credited in equivalency of straight-time increments equal to the time paid by this Section.

9.9 Compensatory Time Off

A. Compensatory Time Eligibility

The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time

Employees may accumulate no more than two hundred forty (240) hours of compensatory time within any given biennium.

C. Compensatory Time Use

1. Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave.

2. Employees may use compensatory time for Domestic Violence Leave as required in RCW 49.76.

D. Compensatory Time Cash Out

All compensatory time in excess of one hundred sixty (160) hours must be used by June 30th at the end of each biennium. The employee's compensatory time balance in excess of one hundred sixty (160) hours will be cashed out every June 30th at end of each biennium. However, the employee may designate that all or any portion of the one hundred sixty (160) hours also be cashed out on June 30th at the end of each biennium.

E. All accumulated compensatory time will be cashed out if an employee:

1. Leaves state service for any reason;
2. Transfers to a position in his or her agency with different funding sources; or
3. Transfers to another state agency.

9.10 Telework

A. At the sole discretion of the Employer, employees may be allowed to telework in accordance with the WSDOT Telework Policy. Per Executive Order 16-07, WSF shall consider the beneficial impacts of increasing access to mobile and teleworking options for employees within the bargaining unit. If an employee would like to apply for telework approval, they will complete the WSDOT Telework Participant Agreement and submit it to their supervisor. The supervisor and/or Appointing

Authority shall consider the request and respond approving or denying the request within fifteen (15) calendar days.

B. If any employee is denied a request to telework, the employee may file a written appeal to the Appointing Authority or designee within fifteen (15) calendar days of receipt of the denial.

C. The Employer will provide thirty (30) calendar days' written notice to the employee prior to reducing, modifying, or permanently discontinuing the employee's approved telework schedule, unless the employee agrees to an earlier change in writing.

D. If there are documented performance issues, the Employer can require that an employee's telework agreement be terminated with less than thirty (30) days' notice.

E. An employee may request to end their teleworking arrangement. The supervisor and/or Appointing Authority shall have fifteen (15) calendar days to accommodate the request.

F. An employee may request to modify their teleworking arrangement. The supervisor and/or Appointing Authority shall consider the request and respond approving or denying the request within fifteen (15) calendar days.

G. The Employer will provide dedicated workspaces for all employees who work on-site three (3) or more days per week, on an on-going regular basis.

H. Daily commute. An employee cannot count travel to their official duty station or remote worksite as work time if prior to the telework day the employee knows that attendance is required. If a meeting request is made during the telework day, travel to and from the official duty station is considered work time.

I. Telework during daily commute. With prior supervisor approval, overtime-eligible employees may include work completed during their commute as part of their approved work schedule. This applies when employees can work safely and effectively while commuting as a passenger in a non-drive-alone vehicle.

9.11 Relief Dispatchers' Schedules

When there are three (3) relief dispatchers, the most senior dispatcher will be allowed to pick a specific date(s) to cover from the current Dispatch vacation calendar as part of their schedule a month in advance.

The most senior relief dispatcher must be qualified to perform the basic duties of the employee that they have selected to cover.

If there are not enough vacation hours to cover the entire week or month the most senior relief dispatcher will be scheduled based on operational need.

The two (2) less senior relief dispatchers will be utilized to fill in where operationally needed.

Every effort will be made to to ensure relief dispatchers working on 4 ten-hour shifts (work week) receive three (3) consecutive days off.

ARTICLE 10
VACATIONS

10.1 Vacation Accrual Rate

Each employee with at least six (6) months continuous employment shall receive one (1) working day of vacation leave with full pay for each month of completed employment up to one year. In addition, vacation credits as set out below shall be prorated and credited on a monthly basis. For the purpose of vacation accrual, seniority is defined as an employee's length of state service.

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a month shall accrue vacation credits as shown immediately below:

Years of State Service	Hours/Year
One year	One hundred twelve (112)
Two years	One hundred twelve (112)
Three years	One hundred twenty (120)
Four years	One hundred thirty-six (136)
Five years	One hundred sixty (160)
Seven years	One hundred sixty-eight (168)
Nine years	One hundred seventy-six (176)
Eleven years	One hundred eighty-four (184)
Thirteen years	One hundred ninety-two (192)
Fourteen years	Two hundred (200)
Sixteen years	Two hundred eight (208)
Eighteen years	Two hundred twenty-four (224)
Twenty years	Two hundred thirty-two (232)
Twenty-two years	Two hundred forty (240)
Twenty-four years	Two hundred forty-eight (248)
Twenty-six years	Two hundred fifty-six (256)
Twenty-eight years	Two hundred sixty-four (264)
Thirty years	Two hundred seventy-two (272)

10.2 Scheduling

Vacation leave may be used at any time, subject to prior approval from the Employer. Requests for vacation leave shall not be arbitrarily denied. Vacation leave may be taken in ten minute increments.

10.3 Accumulation

Vacation leave is accumulative to a total of two hundred and eighty (280) hours. Employees may voluntarily exceed this limit; provided that, they exhaust the vacation leave in excess of two hundred and eighty (280) hours prior to their anniversary date. If leave in excess of two hundred and eighty (280) hours is not used prior to the employee's anniversary date, then such leave will automatically be lost. However, this provision may be modified through mutual agreement between an individual and the Employer as follows:

1. If an employee's request for vacation leave is denied by the Employer, and the employee has not exceeded the vacation leave maximum two hundred and eighty (280) hours, the Employer may grant an extension for each month that the Employer defers the employee's request for vacation leave.

10.4 Six Months Employment before Vacation Available

Vacation leave is not available to the employee unless the employee has served six (6) continuous months of employment. A re-employed or reinstated employee must have six (6) months of continuous employment before such employee is entitled to use vacation leave.

10.5 Cancellation of Leave Credit

Leave credits accumulated are cancelled automatically on separation after periods of service of less than six (6) months.

10.6 Cash Out

All accumulated vacation credit will be paid when an employee leaves the Employer's employment for any reason.

10.7 Sick Leave during Vacation

If an employee becomes ill or injured while on vacation, that employee may use sick leave in lieu of vacation days for the period of such illness or injury. Additionally, the employee who needs to make funeral arrangements or to attend the funeral of an immediate family member may use Article 11.5 in lieu of vacation.

10.8 Vacation Leave Schedule (Non Dispatch Departments)

The Employer will make the vacation schedule template available starting September 1, for the following year of vacation bidding. Each employee will have five (5) working days, excluding their days off, to make their initial selections in seniority order.

10.9 Seniority Preference Vacation Leave (Non Dispatch Departments)

Senior employees shall be given preference in the selection of vacation periods. An employee who splits a vacation may exercise seniority rights for the initial vacation period. However, subsequent selection shall be made after all employees have their initial selection. All vacation requests will be approved or denied in writing by the employee's immediate supervisor. Vacation requests submitted by an employee shall be acted upon by the employee's supervisor and returned to the employee within three (3) working days of receipt of the vacation schedule request. It is agreed that vacation requests will not be unreasonably denied and that every effort will be made to accommodate the vacations.

10.10 Vacation Leave Schedule (Dispatch Department Only)

A. The Employer will make the vacation schedule available for bidding no later than September 1st of each year for the following year. The Employer will give a minimum of two (2) weeks' notice prior to the initial (round 1) vacation bidding. Dispatch department employees shall make their selection in person (by phone) or proxy (by email) within three calendar days, excluding their days off, to make their initial selections or they shall forfeit their right to select in turn and shall follow the last employee who has selected.

B. The Deck Bid Administrator(s) will be given priority to bid for vacation in a full week block not to exceed the accrued vacation balance. Once the Deck Bid Administrator has completed their vacation bid, other Bid Administrators within the group will bid next using their seniority. Crew Dispatchers, Dispatch Coordinators, and Relief Dispatchers will bid after the Bid Administrators using their seniority.

C. The initial (round 1) bidding selection will be full-week (40 hours) blocks with a maximum of four (4) weeks or one hundred and sixty (160) hours. No dispatch department employee may bid beyond their accrued and continuously accruing balance.

D. The secondary bidding selection (round 2) will open for Crew Dispatchers, Coordinators, and Relief Dispatchers only. Secondary bidding selection will commence no later than seventy-two (72) hours after the completion of the initial bidding selection or after the last dispatcher has made their vacation selection. Dispatch Department Employees shall make their selection in person (by phone) or proxy (by email) within three calendar days, excluding their days off, to make their initial selections or they shall forfeit their right to select in turn and shall follow the last employee who has selected. Selections in this round must be a minimum of a two-day block. No dispatch department employee may bid beyond their accrued and continuously accruing balance.

E. Vacation requests made outside the initial and secondary bidding period will be requested in thirty (30) minute increments. The request should be responded to as soon as practicable but no later than three (3) working days from the date of the request submission. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time that will not impact the operations of the department. It is agreed that vacation requests will not be unreasonably denied and that every effort will be made to accommodate the vacations. Vacation requests outside of the initial and secondary bidding period will be awarded based on seniority. Previously approved leave will not be cancelled in order to grant leave to a senior employee.

F. Any cancellation of vacation must be incremental to the award. Example: forty-hour block must be canceled in its entirety, and the same applies to a two-day block.

10.11 Family Care
Employees may use vacation leave for care of family members as required by the Family Care Act, WAC 296-130.

10.12 Military Family Leave
Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 17.1(B).

10.13 Domestic Violence Leave
Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

ARTICLE 11
SICK LEAVE AND LEAVES OF ABSENCE

*This article has been modified by an **MOU** effective July 27, 2025

11.1 Accumulation of Sick Leave
Regular full-time employees shall accumulate sick leave at the rate of one (1) day (eight [8] hours) for each month in which an employee is in pay status for eighty (80) non-overtime hours in a calendar month. Full-time employees who are in pay status for less than eighty (80) non-overtime hours in a calendar month and regular part-time employees shall receive sick leave accumulation on a pro rata basis, based upon the hours in pay status in each calendar month, up to a maximum of eight (8) hours in a month.

11.2 Payment of Sick Leave Benefits
Accumulated sick leave pay shall be payable at the rate of one (1) day's pay (or portion thereof) for each day (or portion thereof) of absence. A doctor's certificate may be required for verification purposes after three (3) days or more of sick use if requested by the Employer, per WAC 296-128. Medical verification or certification for an employee shall be applied in accordance with RCW 49.46 and WAC 296-128.

11.3 Sick Leave Use
Sick leave will be charged in one-tenth (1/10th) of an hour increments and may be used for the following reasons:

A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments and for reasons allowed under the Minimum Wage Requirements and Labor Standards Act, RCW 49.46.210.

B. To provide care of family members as required by the Family Care Act, WAC 296-130 and as allowed by RCW 49.46.210.

1. Family member means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual

depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

2. Child means biological, adopted, or foster child, stepchild, a child's spouse or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;

3. Grandchild means a child of the employee's child.

4. Grandparent means a parent of the employee's parent.

5. Parent means biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

6. Spouse means husband or wife, as the case may be, or state registered domestic partner as defined by RCW 26.60.

C. In accordance with RCW 49.46.210 , when an employee's place of business has been closed by order of a public official for any health related reason as defined in WAC 296-128-600, or when an employee's child's school or place of care has been closed for such a reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government. Heath-related reason does not include closure for inclement weather.

D. Qualifying absences for Family and Medical Leave.

E. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

F. Preventative health care appointments of household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer

G. When an employee is absent from work to be with member(s) of the employee's household, who experience an illness or injury, up to five (5) days for each occurrence or as extended by the Employer. For purposes of this Subsection, "Household Members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

H. Leave for Family Military Leave as required by RCW 49.77 and in accordance with Section 17.1.

I. Leave for Domestic Violence Leave as required by RCW 49.76.

J. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involoving the employee or employee's family member.

11.4 Payment of Sick Leave Benefits upon Termination

A. Upon retirement from state service or death, an eligible employee or the employee's estate shall be compensated for accrued unused sick leave credits in accordance with prevailing legislative provisions covering employees of the State of Washington.

B. Each employee's sick leave credit days are cancelled automatically upon the employee's termination of service. Terminating employees do not receive sick leave credits for the month in which they terminate unless they work at least eighty (80) non-overtime hours in the month. Former state employees who are re-employed within five (5) years of terminating from state service will be granted all unused sick leave credits they had at separation.

11.5 Bereavement Leave

A. An employee is entitled to three (3) days of paid bereavement leave if their family member or household member dies, or for the loss of pregnancy as defined in Subsection E, per occurrence. An employee may request less than three (3) days of bereavement leave.

B. The Employer may require verification of the family member's or household member's death.

C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, or leave without pay for purposes of bereavement and in accordance with this Agreement.

D. For purposes of this Section a family member is defined as:

Child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

1. Child means biological, adopted, or foster child, stepchild, grandchild, or child who the parent stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency.

2. Parent means a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic

partner, or person who stood in loco parentis when the employee was a minor child.

3. Spouse means husband, wife, or state registered domestic partner as defined by RCW 26.60.

4. Grandparent means a parent of the employee's parent.

5. Grandchild means a child of the employee's child.

E. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, or employee parent-to-be, including through surrogacy or adoption, where the employee would have been the parent.

F. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, child-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of five (5) days for each calendar year. The Employer may deny leave requested under this provision for the holidays specified in Article 13, Holidays.

11.6 Sick Leave Annual Cash Out

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:

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

C. 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.

11.7 Voluntary Employees' Beneficiary Association (VEBA)

In accordance with state and federal law, employees may agree to form a Voluntary Employees' Beneficiary Association (VEBA), a tax-free medical spending account funded by the retiree's sick leave cash out. A VEBA for employees covered by this Agreement will be implemented only by written agreement with the Union.

11.8 Personal Leave of Absence

Employees may be granted leaves of absence limited, except in case of physical disability, to six (6) months in any one (1) year without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union.

11.9 Family Medical Leave

Leave shall be granted to all employees as set forth in this Agreement and the State of Washington Family Medical Leave Act and the Federal Family and Medical Leave Act of 1993. The Employer shall comply with all other federal and state leave acts.

11.10 Washington State Paid Family And Medical Leave (PFML) Program

A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) Program (RCW 50A) is in effect and eligibility for and approval for leave for purposes as described under that Program shall be in accordance RCW 50A.

B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

C. Employees may designate vacation leave, compensatory time or sick leave as a supplemental benefit under the PFML, RCW 50A. The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under RCW 50A before approving vacation leave as a supplemental benefit.

D. The Employer will deduct premium amounts from the wages of each employee in accordance with RCW 50A.10.030. The Employer will not pay any portion of the employee's share of the premium for family leave or medical leave benefits, or both.

11.11 Industrial Accident Leave

During the period of time in which an employee is on leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer and not due to the employee's negligence, the employee shall accrue service credit for the purpose of promotions, wage tenure increases, and fringe benefit increases.

11.12 Medical Leave of Absence

Employees may be granted, by the Employer, extended leaves of absence without pay, not to exceed one (1) year beyond the accumulation of paid sick leave, for valid medical reasons, such as extended illness, accident or pregnancy.

Such leaves will be handled as set forth in this Agreement and the State of Washington Family and Medical Leave Act and the Federal Family and Medical Leave Act of 1993.

A. An employee on leave of absence without pay for six (6) months or less shall be returned to their former position at the prevailing salary rate without any loss of seniority.

B. An employee on leave without pay beyond six (6) months but less than one (1) year may be returned to the first available job which the employee is qualified to perform, at no less than their former rate of pay, including all intervening

contractual adjustments. The seniority status of the affected employee shall be adjusted on a day-to-day basis to reflect the actual period of leave without pay in excess of six (6) months.

11.13 Parental Leave

All employees may use up to six (6) months of leave without pay to provide care to a newborn or recently adopted child. The employee's request may be denied based on operational necessity. Employees may use their accrued vacation leave in conjunction with this leave without pay.

11.14 Unpaid Leave for Reasons of Faith or Conscience

As provided for in WAC 82-56-010, leave without pay will be granted for holidays of faith and conscience for up to two (2) days per calendar year provided the employee's absence will not impose an undue hardship on the Employer as defined by WAC 82-56-020 or the employee is not necessary to maintain public safety.

11.15 Leaves

All leaves must be approved in writing by management in advance of taking the leave, or as soon as administratively possible, on appropriate leave forms provided by WSF.

A. All leave extensions must be approved in writing by management before the end date of the leave, except in cases of emergency. Extensions must be applied for a minimum of seven (7) days before the end of the leave if possible.

B. Employees who have been on an approved leave of absence shall return to work on the date specified on the leave.

C. The Employer may require medical certification that an employee is able to return to work from an approved leave. The Employer must request such documentation in writing in conjunction with the Employer's written approval of the requested leave.

11.16 Employment During Leave

Employees on leave of absence will notify the Employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that will not interfere with the performance of their job duties or result in a conflict of interest.

11.17 Shared Leave

The donation and the receipt of shared leave will be administered in accordance with state law (RCW 41.04.655).

ARTICLE 12
SENIORITY, LAYOFF AND RECALL

12.1 Seniority

A. Definition

Seniority is defined as an employee's continuous length of service with the bargaining unit from the most recent date of hire as a regular full-time or part-time employee or adjusted date of hire as a regular full-time or part-time employee and shall be accumulative on a bargaining unit-wide basis. Seniority will begin to accrue for employees who have successfully completed their probationary period.

Part-time employees shall accrue seniority on a pro rata basis based upon hours worked from the most recent date of hire or adjusted date of hire within the bargaining unit.

If two (2) or more employees have the same most recent hire date, ties will be broken in the following order:

1. The date of an employee's application to an OPEIU represented position or transfer form into an OPEIU represented position was received. The employee with the earliest date and time of receipt on the application/transfer form will have first priority within the group.

2. In the event one (1) or more employees do not have a date stamped application/transfer form, the date of an employee's appointment letter will be used instead.

3. The last four (4) digits of the employees' Social Security number, with the larger number ranking ahead of smaller numbers.

B. Application of Seniority

Seniority shall be the determining factor in layoff and recall from layoff, transfers in accordance with job posting procedures, shift changes and vacations, in accordance with the posting provisions of this Section unless ability and qualifications are unequal, in which event seniority will not be the determining factor. Seniority shall be applied in the following manner in accordance with this Section.

C. Shift Change and Vacation

1. Choice of shift within the current job classification to which the employee is assigned and within the department assigned shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

2. Vacation time shall be scheduled within the department by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

D. Job Posting

Seniority for the purpose of job posting selection shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit. Seniority shall be the determining factor when ability and qualifications of the applicants are equal.

E. Benefit Accrual

Seniority, for the purpose of vacation, pension and sick leave accrual shall be based upon an employee's continuous length of service with WSF. Seniority, for the purpose of all other benefit accrual, shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

F. Salary Progression

Seniority, for the purpose of salary progression, shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit, in accordance with the salary progression steps in Article 18.

12.2 Seniority Roster

A seniority roster of all employees, which includes a list of all regular employees, regular full-time employees, regular part-time employees, showing time and place of entering service of WSF, will be posted electronically. It will be revised in January of each year and be posted February 1st of each year after which it will be open for correction for a period of sixty (60) days from the date of posting, on presentation of proof of error, in writing, by an employee or their representative. A seniority date that is not protested within sixty (60) days from date of its first appearance on the seniority roster will not thereafter be subject to protest except for correction of typographical error. The Union shall be furnished a copy of such roster in February of each year and upon request thereafter.

12.3 Loss of Seniority

A. An employee shall lose all seniority rights for any one (1) or more of the following reasons:

1. Voluntary termination of employment;

2. Discharge for just cause;

3. Failure to return in accordance with the terms of a leave of absence or when recalled from layoff period;

4. Retirement; or

5. Transfer or promotion to a position outside the bargaining unit, provided that any employee so transferred or promoted into a WSF position shall have their seniority frozen as of the appointment date and continue to be frozen until the conclusion of the probation period (normally six [6] months).

   During the first three (3) months of such probationary period, the promoted employee shall have the option of returning to their former OPEIU Local 8 position. If the promoted employee is removed from the non-bargaining unit position during or at the conclusion of the probationary period, the employee shall have the opportunity of returning to the bargaining unit in

any vacant position which the employee has the qualifications and the seniority to attain.

B. Any employee who has established seniority and is elected or appointed to any full-time office in the Local Union or who is transferred to a position in WSF management shall retain seniority status throughout either term or terms in office or for the duration of employment with management. The employee shall not continue to accrue seniority, but shall regain all previously accrued seniority in the bargaining unit if returned to a position in the bargaining unit.

12.4 Permanent Reduction in Staff

A permanent layoff is an Employer initiated action that results in separation from service with the Employer or employment in a class with a lower salary range. (As described in Subsections 12.4(A) and B.)

Seniority, for the purpose of a permanent layoff shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

In the event of a layoff due to a permanent reduction in staff or the elimination of a position, WSF shall provide the Union and the employee(s) notice of layoff thirty (30) calendar days prior to the scheduled date of layoff. Notice will include the reason for the layoff, employees and positions identified for lay-off and the effective date of layoff. Temporary employees will be subject to layoff before a regular employee will be impacted. Such layoff or displacement of an employee shall be in the manner provided below:

A. An employee laid off or displaced from a job will displace the least senior employee holding a job for which he qualifies as follows: (1) in the same classification; (2) if such is not available, in the same pay range; (3) in the next lower pay range and so on. Employees who are displaced from their jobs as a result of such bump back procedures may themselves move back and replace an employee having the least seniority in accordance with the procedure described in the previous sentence, provided they have the necessary qualifications and seniority.

B. An employee so affected who is transferred to a lower rated job shall receive their present rate of pay or the maximum of the lower job classification, whichever is lower.

C. An employee displaced from a job classification shall be first in line for recall for a period of one (1) year to any vacant job classification for which the employee previously held permanent status.

D. Prior to WSF implementing this Section, the Union and each employee whose position is eliminated shall be given a minimum of thirty (30) calendar days' notice of a reduction in work force or layoff. This Section shall not apply to temporary employees, nor to dismissal for just cause carried out under the terms of this Agreement.

E. Layoff List

The Employer will maintain an internal layoff list for each job classification covered by this Agreement. Employees may request to have their name placed on the layoff list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the layoff list for other job classifications in which they previously held permanent status.

F. Recall

Seniority, for the purpose of recall, shall be by bargaining unit-wide seniority based upon employee's continuous length of service or adjusted length of service within the bargaining unit. For recall, seniority shall be in inverse order, last laid off, first recalled.

G. Timely Return from Layoff

An employee will lose their seniority if the employee has been laid off and is recalled to work but fails to report for work within ten (10) working days from the date of receiving notification of such vacancy by registered mail at their last known address. To protect their seniority, it is the employee's responsibility to keep the WSF HR Office informed of their current address and telephone number on forms provided by WSF.

12.5 Temporary Reduction of Work Hours or Layoff

A. The Employer will determine the basis, the effective date, and the length of temporary layoffs or reduction in hours. Temporary reduction(s) in hours or temporary layoffs will be administered in accordance with seniority within the job classification within the department where temporary reduction(s) in hours or temporary layoffs occur. Temporary employees will be subject to layoff or a reduction in work hours before a regular employee will be impacted.

B. The Employer may temporarily reduce the work hours of an employee to not less than twenty (20) per week.

C. The Employer shall provide written notice to the affected employees with a copy to the Union thirty (30) calendar days prior to the effective date of the temporary reduction in hours. Upon request, the Employer will meet with the Union to discuss the impacts to the affected employee(s). The discussion(s) will not serve to delay the onset of the reduction in hours unless the parties mutually agree to do so.

D. The Employer may temporarily layoff an employee for up to a maximum total of thirty (30) calendar days.

E. The Employer shall provide written notice to the affected employees with a copy to the Union thirty (30) calendar days prior to the effective date of the temporary layoff. Upon request, the Employer will meet with the Union to discuss the impacts to the affected employee(s). The discussion(s) will not serve to delay the onset of a layoff unless the parties mutually agree to do so.

F. Employees temporarily laid off will retain return rights to the same position at their same rate of pay.

G. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:

1. Be paid any leave balance if the layoff was due to the lack of funds, except that accrued annual (vacation) leave may be accessed by an employee who is temporarily laid off or has their hours reduced once the employee has accumulated five (5) workdays of layoff or the equivalent reduction in hours during any fiscal year. The accessing of annual leave shall be on a hour-for-hour basis for only that time in excess of the five (5) days during a fiscal year that an employee is temporarily laid off or whose hours are reduced;

2. Bump to any other position; or

3. Be placed on the layoff list.

H. The Employer shall first offer to the temporarily laid off employee(s) any available temporary assignments involving positions represented by OPEIU before hiring an agency or WSF temporary employee provided the employee has the skills and ability to perform the work.

I. A temporary reduction of work hours or layoff will not affect an employee's periodic increment date and the employee will continue to accrue vacation and sick leave credit at their normal rate.

J. Employee(s) displaced will receive all notifications of OPEIU job openings during their temporary layoff and will retain their rights under Article 6 to apply for same.

ARTICLE 13
HOLIDAYS

13.1 Holidays

A. The following days shall be paid holidays for all full-time employees covered by this Agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November

Native American Heritage Day	The Friday following the fourth Thursday in November
Christmas Day	December 25
2 Optional Days	Will be observed as mutually agreeable between Employer and employee. Employee will be eligible after six (6) months of employment, and holidays shall be observed on a calendar year basis.

B. In the event the Washington State Legislature adds any additional holidays which would be applicable to the employees covered by this Agreement, such holiday(s) will be granted in accordance with the terms and provisions of this Article.

13.2 Holiday Pay

At the sole discretion of the Employer, the Employer may approve requests for an employee to receive a "comp" day off in lieu of receiving holiday pay. All "comp" days earned shall be subject to the provisions of Article 9.9(A, B, C, D, and E) and will not increase the totals in Sections B two hundred forty (240) hours and D one hundred sixty (160) hours.

13.3 Holiday Rules

The following rules apply to all holidays except the two (2) optional holidays:

A. Full-time employees will be paid at a straight-time rate for hours they are scheduled to work on that day even though they do not work.

B. In addition to Subsection A immediately above, employees will be paid for the hours actually worked on a holiday at the overtime rate in accordance with Article 9, Hours of Work.

C. For full-time employees with a Monday-through-Friday work schedule:

1. When a holiday falls on a Saturday, the Friday before will be the holiday.

2. When a holiday falls on a Sunday, the following Monday will be the holiday.

D. For full-time employees who do not have a Monday-through-Friday work schedule:

1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.

2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.

3. An employee may request an alternate day off as their holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or disapprove the request.

ARTICLE 14
HEALTH, WELFARE AND RETIREMENT

*This MOU is included as an attachment to this Article.

14.1 A. For the 2025-2027 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

C. Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);

2. Use clinical evidence; and

3. Be the decision of the PEBB.

D. Article 14.1 (B) and (C) will expire June 30, 2027.

14.2 The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

14.3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled

subscribers shall have the option to earn an annual one hundred twenty-five dollars ($125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

14.4 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

14.5 Flexible Spending Arrangement

A. During January 2026 and again in January 2027, the Employer will make available three hundred dollars ($300) in a Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 14.5 B below.

B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:

1. Is occupying a position that has an annual full-time equivalent base salary of sixty-eight thousand and four dollars ($68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).

4. Base salary excludes overtime, shift differential and all other premiums or payments.

C. An FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.

D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

14.6 Retirement

Employees will continue to participate in the Washington State Public Employees Retirement System (PERS) under the rules of that system.

ARTICLE 15
PASSES

15.1 The Employer shall, provide all new employees with a travel pass intended for work purposes only. The Employer shall, upon application, issue annual passes authorizing free passage for the employee and the employee's spouse and dependents, as well as for the employee's motor vehicle and tow on all vessels of the Employer to any employee continuously employed for at least six (6) months.

15.2 The Employer shall, upon application, issue to any employee continuously employed for at least two (2) years an additional vehicle pass authorizing free vehicle passage for the employee's spouse on all vessels of the Employer.

15.3 Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee, employee's spouse, or dependents, except as otherwise provided in this Article.

15.4 Every employee who is retired under the provisions of the State Employees Retirement System or who is disabled shall be issued annual passes authorizing free passage for such employee, spouse, and dependent members of their family, together with their motor vehicle, on all vessels of the Employer.

15.5 Passes of any kind shall not be used for the purpose of commuting to or from employment other than employment with the WSF. Vehicle passes shall be used only on a space available basis. Nothing contained in this Article shall be construed as applying to any employee engaged in traveling to or from work with the Employer.

15.6 Vehicle ferry passes are intended to be used for vehicles that the employee and/or spouse have 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 an employee and/or spouse shall be subject to verification by terminal staff. Any pass holder, who is uncooperative in the verification process, shall be subject to WSF code of conduct.

15.7 Any employee, employee's spouse or the employee's dependent(s) 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 permanent revocation of all pass privileges for a third offense. The Employer shall publish and provide to the employees and the Union a copy of the rules, regulations and policies concerning pass usage.

15.8 Parking

As an employee safety issue, the Employer will offer parking privileges within the 2901 Building to employees who are required to work before 5:00 a.m. or after 9:00 p.m. in that building. OPEIU shall abide by the WSF Parking Policy, which requires an employee to obtain a parking permit in order to park in WSF Parking Areas. Employees may apply for Carpool Parking.

ARTICLE 16
GRIEVANCE PROCEDURE

16.1 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 Article provides a formal process for problem resolution.

16.2 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 Article 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 the names of the group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. 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, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. 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 must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific Article and Section of the Agreement violated;

4. The specific remedy requested;
5. The name of the grievant; 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, a grievance cannot be resubmitted.

J. Consolidation
The Employer and/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 Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the timeframes resume. Any expenses and fees of alternative methods will be shared equally by the parties.

16.3 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 could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.

B. Processing
Step 1 – Immediate Supervisor

If the issue is not resolved informally, the Union may present a written grievance to the immediate supervisor or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The immediate supervisor or designee will meet or confer by telephone with a Union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Appointing Authority
If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Appointing Authority or designee, with a copy to the WSF Labor Relations Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Appointing Authority or designee will meet or confer by telephone with a Union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meeting
If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation to the attention of the OFM State Human Resources Labor Relations and Compensation Policy Section (LR&CP) at labor.relations@ofm.wa.gov with a copy to the agency's Human Resource Office within fifteen (15) days of the Union's receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the LR&CP representative or designee will discuss with the Union:

i. If a pre-arbitration review meeting will be scheduled with the LR&CP representative or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.

ii. If the parties are unable to reach agreement to conduct a meeting, the LR&CP 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 pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time.

Step 4 – Arbitration
If the grievance is not resolved at Step 3, or the LR&CP representative or designee notifies the Union in writing that no pre-arbitration review meeting 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 pre-arbitration review meeting or receipt of the notice of no pre-arbitration review meeting will be scheduled. A copy of the demand to arbitrate the dispute will be provided to the LR&CP and WSF's Labor Relations Office contemporaneous to filing a demand to arbitrate the dispute with FMCS.

C. Selecting an Arbitrator

The parties will select an arbitrator from a list of seven (7) arbitrators by mutual agreement or by alternately striking names supplied by the FMCS, and will follow the Labor Arbitration Rules of the FMCS unless they agree otherwise in writing.

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 his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

   c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement; and

   d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. 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.

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 cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs 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 Union representatives, witnesses, 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.

16.4 Successor Clause

All grievances will be processed to completion in accordance with the provisions set forth in the contract term in which the grievance was filed.

ARTICLE 17
MISCELLANEOUS LEAVES

17.1 Type of Leave

The Employer shall grant a leave of absence to any full-time employee who has accrued at least six (6) months seniority for any of the following purposes:

A. Twenty-one (21) days of paid Military Leave will be granted to employees for required military duty or to take part in training or drills including those in the National Guard or active status in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided for in RCW 73.16 and applicable federal law.

B. As provided for in RCW 38.40.060, leave without pay for Military Family Leave will be granted for up to fifteen (15) days, per deployment, to an employee whose spouse is on leave from deployment or before and up to deployment, during a period of military conflict. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's spouse will be on leave or of an impending call to active duty.

C. To serve on a jury for any court of competent jurisdiction with pay.

D. To serve as a witness in a criminal case in any court of competent jurisdiction when under subpoena with pay.

E. When approved, employees will receive paid leave for attendance at examinations or interviews for state employment. Leave may include reasonable travel time.

F. When approved, employees will receive paid leave to receive an initial assessment through the Employee Assistance Program. Leave may include reasonable travel time.

G. Subject to Employer approval, leave without pay may be allowed during scheduled work time for an employee to perform civil duties as a volunteer, including but not limited to firefighting, search and rescue efforts, donating blood.

17.2 The above types of paid leave shall be the employee's regular straight-time salary in addition to any amount received as compensation for the military, jury, or witness duty performed. Employees granted such leave shall remain absent from work only as necessary to satisfy the requirements of the duty being performed, and the employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received thereof.

17.3 Notification/Denial of Leave

In order to qualify for pay during the above types of leave, the employee shall notify the Employer immediately upon receiving an official communication concerning the service involved.

ARTICLE 18
CLASSIFICATION AND WAGE RATES

18.1 Wage Placement and Increments

A. An employee's periodic increment date will be set and remain the same for any period of continuous service in accordance with the following:

1. Employees will receive a one (1) step increase to base salary annually, on their periodic increment date, until they reach Step K of the pay range.

2. Employees who are hired at the minimum step of their pay range will receive a one (1) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a one (1) step increase annually, on their periodic increment date, until they reach the Step K of the pay range. The minimum step in all ranges covered by this Agreement is Step C, effective July 1, 2021.

3. Employees who are hired above the minimum step of the pay range will receive a one (1) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a one (1) step increase annually, on their periodic increment date, until they reach Step K of the pay range.

4. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with 1 through 4.

18.2 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.

18.3 Payroll and Deductions

Payroll deductions not otherwise authorized or required by law shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

18.4 Merit/Seniority Pay

Nothing in this Agreement shall preclude the Employer from paying an individual employee more than the rate fixed for their classification in recognition of merit. The Employer will continue to apply the established criteria and procedures for merit increase requests. The Employer will provide notification to the Union if the criteria is modified, and upon request the Employer will meet with the Union to bargain any changes. All merit increases are contingent on budget approval. Approval or disapproval decisions of merit increases and the amount of the merit increase are not subject to the grievance procedure in Article 16.

18.5 Pay for Promotion or Work in a Higher Classification

When an employee is promoted to a new classification on a permanent basis or required to work in a higher classification (for a full shift or longer), the employee shall be placed at the same step of the new range that they occupied in their previous range. For example, an employee at Range M003 Step D who promotes into Range M005 shall be placed at Step D of that range. The WSF Assistant Secretary or designee may approve an increase beyond this, not to exceed the maximum of the new salary range. Salary progression shall continue to follow the process described in Section 18.1.

18.6 Job Specification

The Employer shall provide the Union with the job specification and subsequent revisions for each covered bargaining unit position. Said revisions shall be transmitted to the Union at the time they are completed. The job descriptions shall accurately reflect the work performed and minimum qualifications for each job classification. The Employer shall notify the Union, in writing, of any new classifications to be covered by the Agreement and shall meet with the Union for the purpose of negotiating the appropriate wage rate for any new job classification.

18.7 Job Classification Review

An employee may request that their position classification be reviewed to determine if the position is properly classified. The request shall be submitted in writing to the Human Resources Office and shall include a cover letter explaining the request and a completed classification form. The Human Resources Office response shall be communicated in writing within thirty (30) working days. If the employee is not satisfied, the employee and the Union may appeal the decision to the Human Resources Director. A meeting shall be held within fifteen (15) working days with the Director, the employee, the employee's supervisor and Union Representatives to review the request. The Employer shall submit a decision in writing, within twenty-five (25) working days of the meeting. If denied, the Employer's decision shall specifically outline the reason for denial. If the employee is not satisfied with the outcome, the Union may proceed to arbitration. Arbitration must be requested within thirty (30) days of the receipt of the Employer's written decision. Any

wage adjustment that may be appropriate as a result of the classification review will only be retroactive to the date the initial review request was properly submitted to the Employer.

18.8 Wage Rates

The wage rates are set forth in Appendix A of this Agreement.

1. Effective July 1, 2025, each position will continue to be assigned to the salary grid as it was assigned on June 30, 2025, per Appendix A.

    a. Starting July 1, 2025, the following positions are assigned one range higher:

        (1) Maintenance Material Coordinator

2. Effective July 1, 2025, the base salary range shall be increased by three percent (3%), as shown in Compensation Appendix A.

3. Effective July 1, 2026, the base salary range shall be increased by three percent (3%), as shown in Compensation Appendix A.

18.9 Pay Periods

All employees will be paid pursuant to WAC 82-50-021 as now in effect or hereinafter amended by the Office of Financial Management.

18.10 Penny Rounding Differences

The Employer and the Union recognize that the statewide payroll system (HRMS) rounds payroll calculations to five decimal places. Therefore, manual calculations using rates listed in the CBA may result in penny rounding differences. The parties accept that these differences, which shall be defined as differences of no more than one dollar ($1.00) per pay period, do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for Management to add penny rounding differences to an employee's pay.

ARTICLE 19
STRIKES AND LOCKOUTS

Pursuant to RCW 47.64 there shall be no strikes, lockouts or work stoppages at any time. Rather, any disputes arising between the parties will be resolved according to the provisions contained within the Labor Agreement and/or RCW 47.64.

ARTICLE 20
TRAINING PROGRAMS

20.1 The WSF recognizes the mutual benefit to be attained by affording training opportunities to employees. All employees shall have equal access to training opportunities as sponsored by WSF, WSDOT and Washington State Department of Enterprise Services (DES) that are relevant to their WSF position. Training can be scheduled through the employee's Department or the WSF Training Department. Employee's request for job related training

must be pre-approved by the appropriate Department and/or Training Department authorities.

20.2 Regular full-time employees with more than six (6) months of service with the Employer may receive tuition reimbursement for job related courses taking place during working hours or outside of working hours taught at a university, college, community college, or approved seminar, provided that (a) the courses and their details are approved by the Employer in advance; and (b) the employee furnishes proof of having satisfactorily passed the course upon its completion.

ARTICLE 21
TRAVEL

21.1 The Employer will pay wages at the appropriate straight-time rate of pay, for travel time required for work conducted for the Employer, and for travel time to and from, and attendance at, seminars when such attendance is required by the Employer. The Employer reserves the right to assign the employee the use of a State-owned automobile for the purpose of such travel. Otherwise, the employee will be reimbursed mileage as prescribed by the State for the use of the employee's automobile. Any other forms of transportation and additional expenses will be reimbursed to the employee in accordance with WSDOT Travel Rules and Procedures.

ARTICLE 22
SEVERANCE PAY

22.1 It is hereby agreed that any claims for severance payment to any employee (employed by the WSF at the time of completion of any cross-sound bridge or tunnels except for a new Hood Canal Bridge) who may lose their employment in the Ferry System as a combined result of the building of a cross-sound bridge or tunnel (replacing the then-existing Ferry routes) and of the application of the seniority provisions under the present Labor Agreement shall be based upon the principle of one (1) month's pay for each year of service.

ARTICLE 23
TECHNOLOGICAL CHANGE AND TRAINING

23.1 Loss of Jobs

In the event of any technological change that results in the permanent displacement of one or more employees in the bargaining unit, the Employer agrees to discuss such proposed changes prior to their going into effect. Employees to be displaced will be given first opportunity to bid for any new jobs before persons outside the bargaining unit are hired to fill such jobs.

23.2 New Jobs

In the event any new jobs are created as a result of technological change affecting the bargaining unit employees, the Employer agrees to give the existing employees first

opportunity to qualify for such jobs. The Employer further agrees to provide suitable training for those employees who are selected for employment in resultant positions.

23.3 Training for Evolving Job Duties

In the event any new job duties are created within the bargaining unit, the Employer agrees to give bargaining unit employees with related duties within the unit of assignment first opportunity to train for these job duties.

ARTICLE 24
SEPARABILITY AND SAVINGS

24.1 If any Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement 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 for such Articles.

ARTICLE 25
ANNUAL REVIEWS

25.1 Annual Review

At least once a year, each employee will be given a written Annual Review. The employee's immediate supervisor and each employee will jointly review the position description, employee's work assignment(s) and performance for the prior twelve (12) months. This Annual Review will include an interview between the employee and the employee's supervisor. Additionally, any employee or the Employer may request an interim Annual Review.

25.2 Purposes

The Annual Review shall be used for the following purposes:

A. To encourage a periodic exchange of information between the employee and the supervisor regarding the employee's work assignment.

B. To apprise the employee of the supervisor's assessment of the employee's performance and of any suggestions for improvement.

C. To provide an opportunity for the employee to identify conditions or circumstances which impact the employee's work performance and to identify employee career goals.

D. To provide a means for updating Employer records with respect to the employee's performance.

The Employer and the Union agree that many factors contribute to performance and that, among these, the major factors are dependability, initiative, ingenuity, quality and quantity of output, cooperation, attitude and knowledge. Further, the parties agree that it is

appropriate for Management's appraisal of performance to be a significant influence in decisions relating to job placement.

25.3 Annual Review Procedure

The employee will be provided a copy of the Annual Review containing the supervisor's comments at least twenty-four (24) hours prior to any formal discussion of its contents with the supervisor.

ARTICLE 26
SAFETY COMMITTEE

26.1 The General Safety Committee will include one (1) elected member and one (1) elected alternate representing the Union bargaining unit. Only one (1) employee shall actually be in attendance at the meeting. The Committee will review safety issues and recommend correction of unsafe conditions or practices.

ARTICLE 27
MEALS AND LODGING

27.1 At management's discretion, the Employer shall furnish meals and lodging, in compliance with per diem guidelines, when staff, essential to continuous operations, is required to remain on duty or called back to duty.

This Section is applicable to emergency or unplanned situations and is not applicable to regular work schedules in support of WSF operations.

ARTICLE 28
DRUGS AND ALCOHOL-FREE WORKPLACE

The union agrees to operate in compliance with the Employer's Drug and Alcohol-Free Workplace policy. Non-compliance may be grounds for discipline under Article 7. If changes are made to the policy the union will be notified and provided the opportunity to bargain.

ARTICLE 29
DURATION

29.1 This Agreement shall be effective from July 1, 2025 until June 30, 2027, unless otherwise provided in the Agreement.

Appendix A - Classification and Wage Rates

Effective July 1, 2025 through June 30, 2026

Job Class	Salary Range	A	B	C	D	E	F	G	H	I	J	K
Purchasing Assistant, Receptionist, Office Assistant, Buyer 1, Mail Clerk, Inventory Clerk	M004			$4,139	$4,350	$4,556	$4,761	$4,974	$5,196	$5,432	$5,676	$5,960
				$49,668	$52,200	$54,672	$57,132	$59,688	$62,352	$65,184	$68,112	$71,520
Word Processing Specialist	M005			$4,348	$4,556	$4,776	$4,990	$5,215	$5,450	$5,695	$5,950	$6,248
				$52,176	$54,672	$57,312	$59,880	$62,580	$65,400	$68,340	$71,400	$74,976
Administrative Service Specialist, Secretary, Accounting Assistant 2	M006			$4,556	$4,776	$5,005	$5,231	$5,465	$5,710	$5,968	$6,238	$6,550
				$54,672	$57,312	$60,060	$62,772	$65,580	$68,520	$71,616	$74,856	$78,600
Human Resources Consultant Assistant, Training Assistant, Document Control Specialist	M007			$4,776	$5,005	$5,252	$5,488	$5,735	$5,993	$6,263	$6,544	$6,871
				$57,312	$60,060	$63,024	$65,856	$68,820	$71,916	$75,156	$78,528	$82,452
Accounting Assistant 3, Consultant Coordinator, Program Assistant, Contracts Coordinator 1, Buyer 2, Customer Information Assistant	M008			$5,005	$5,252	$5,509	$5,756	$6,014	$6,284	$6,567	$6,862	$7,205
				$60,060	$63,024	$66,108	$69,072	$72,168	$75,408	$78,804	$82,344	$86,460
Human Resources Consultant, Safety Systems Specialist	M009			$5,252	$5,509	$5,777	$6,037	$6,311	$6,593	$6,890	$7,201	$7,561
				$63,024	$66,108	$69,324	$72,444	$75,732	$79,116	$82,680	$86,412	$90,732
Inventory Agent, Buyer 3, Dispatcher, Maintenance Material Coordinator	M010			$5,509	$5,777	$6,062	$6,336	$6,619	$6,917	$7,228	$7,554	$7,932
				$66,108	$69,324	$72,744	$76,032	$79,428	$83,004	$86,736	$90,648	$95,184
Contracts Coordinator 2, Accountant , Relief Dispatcher	M011			$5,777	$6,062	$6,363	$6,650	$6,949	$7,263	$7,588	$7,931	$8,328
				$69,324	$72,744	$76,356	$79,800	$83,388	$87,156	$91,056	$95,172	$99,936
Purchasing Agent, Dispatch Coordinator	M012			$6,062	$6,363	$6,683	$6,982	$7,295	$7,626	$7,968	$8,329	$8,745
				$72,744	$76,356	$80,196	$83,784	$87,540	$91,512	$95,616	$99,948	$104,940
Bid Administrator	M013			$6,364	$6,682	$7,016	$7,332	$7,660	$8,007	$8,367	$8,745	$9,182
				$76,368	$80,184	$84,192	$87,984	$91,920	$96,084	$100,404	$104,940	$110,184

Appendix A - Classification and Wage Rates

Effective July 1, 2026 through June 30, 2027

Job Class	Salary Range	A	B	C	D	E	F	G	H	I	J	K
Purchasing Assistant, Receptionist, Office Assistant, Buyer 1, Mail Clerk, Inventory Clerk	M004			$4,263	$4,481	$4,693	$4,904	$5,123	$5,352	$5,595	$5,846	$6,139
				$51,156	$53,772	$56,316	$58,848	$61,476	$64,224	$67,140	$70,152	$73,668
Word Processing Specialist	M005			$4,478	$4,693	$4,919	$5,140	$5,371	$5,614	$5,866	$6,129	$6,435
				$53,736	$56,316	$59,028	$61,680	$64,452	$67,368	$70,392	$73,548	$77,220
Administrative Service Specialist, Secretary, Accounting Assistant 2	M006			$4,693	$4,919	$5,155	$5,388	$5,629	$5,881	$6,147	$6,425	$6,747
				$56,316	$59,031	$61,862	$64,655	$67,547	$70,576	$73,764	$77,102	$80,958
Human Resources Consultant Assistant, Training Assistant, Document Control Specialist	M007			$4,919	$5,155	$5,410	$5,653	$5,907	$6,173	$6,451	$6,740	$7,077
				$59,028	$61,860	$64,920	$67,836	$70,884	$74,076	$77,412	$80,880	$84,924
Accounting Assistant 3, Consultant Coordinator, Program Assistant, Contracts Coordinator 1, Buyer 2, Customer Information Assistant	M008			$5,155	$5,410	$5,674	$5,929	$6,194	$6,473	$6,764	$7,068	$7,421
				$61,860	$64,920	$68,088	$71,148	$74,328	$77,676	$81,168	$84,816	$89,052
Human Resources Consultant, Safety Systems Specialist	M009			$5,410	$5,674	$5,950	$6,218	$6,500	$6,791	$7,097	$7,417	$7,788
				$64,920	$68,088	$71,400	$74,616	$78,000	$81,492	$85,164	$89,004	$93,456
Inventory Agent, Buyer 3, Dispatcher, Maintenance Material Coordinator	M010			$5,674	$5,950	$6,244	$6,526	$6,818	$7,125	$7,445	$7,781	$8,170
				$68,088	$71,400	$74,928	$78,312	$81,816	$85,500	$89,340	$93,372	$98,040
Contracts Coordinator 2, Accountant , Relief Dispatcher	M011			$5,950	$6,244	$6,554	$6,850	$7,157	$7,481	$7,816	$8,169	$8,578
				$71,400	$74,928	$78,648	$82,200	$85,884	$89,772	$93,792	$98,028	$102,936
Purchasing Agent, Dispatch Coordinator	M012			$6,244	$6,554	$6,883	$7,191	$7,514	$7,855	$8,207	$8,579	$9,007
				$74,928	$78,648	$82,596	$86,292	$90,168	$94,260	$98,484	$102,948	$108,084
Bid Administrator	M013			$6,555	$6,882	$7,226	$7,552	$7,890	$8,247	$8,618	$9,007	$9,457
				$78,660	$82,584	$86,712	$90,624	$94,680	$98,964	$103,416	$108,084	$113,484

A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS

Medical Flexible Spending Arrangement Work Group

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement (FSA). Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between Health Care Authority (HCA), Office of Financial Management (OFM) and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.

2. Exploring the option of sharing a list of all eligible employees who did not use the three hundred dollars ($300) benefit for the previous calendar year.

3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.

4. Reviewing existing communications provided to new employees about the FSA benefit.

5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.

6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.

7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, 2027.

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer	Date	For the Healthcare Coalition	Date
/s/	8/21/2024	/s/	8/22/2024
Janetta Sheehan, Sr. Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section		Kurt Spiegel, Executive Director WFSE	
		/s/	8/22/2024
		Jane Hopkins, President SEIU 1199NW	

B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

Sick Leave Use

Due to the passage of Engrossed Substitute House Bill 1875 amending RCW 49.46.210, which expands the purposes for which an employee may use sick leave, the parties agree to modify Article 11, Section 11.3 – Sick Leave Use by adding a new subsection as follows:

J. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

This MOU shall be effective July 27, 2025 through June 30, 2027.

Dated: June 11, 2025

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer	For the Union
/s/	/s/
Rachel Barckley-Miller, Labor Negotiator OFM/SHR Labor Relations and Compensation Policy Section	Valarie Peaphon, OPEIU8 Union Representative

C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

SSB 5101 IMPLEMENTATION

Due to the passage of Substitute Senate Bill 5101 adding hate crimes to the existing protected leave status for victims of sexual assault, stalking, or domestic violence, effective January 1, 2026, the parties agree to modify provisions of the Collective Bargaining Agreement as indicated below:

8.4 Safety Accommodations

A. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim of domestic violence, sexual assault, ~~or~~ stalking, or hate crime~~.~~ (victim). An employee may be required to show verification of the need for a safety accommodation by providing a police report showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, but it shall retain its confidential or privileged nature of communication pursuant to state law. An employee can also provide a written statement that they or a family member are a victim in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

B. A reasonable safety accommodation may include, but is not limited to:

1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, ~~or~~ stalking, or hate crime.

2. Leave pursuant to Article 10 or Article 11 may be considered a reasonable safety accommodation.

3. The Employer may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.

This MOU will expire on June 30, 2026.

10/31/2025

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer	For the Union
/s/	/s/
Patricia Foshaug, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Valarie Peaphon, OPEIU8 Union Representative

D. MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

Leave with Pay in Response to Emergency Proclamation 25-07

On December 10, 2025, Governor Bob Ferguson issued emergency Proclamation 25-07 declaring a state of emergency exists in all areas of the State of Washington. All state agencies have been directed to utilize state resources to respond to and recover from the extreme weather event. Because this event has caused employees to experience extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss throughout Washington State, the parties enter into this agreement for the purpose of assisting state employees who have been directly impacted by this emergency.

Beginning December 10, 2025, the following shall apply:

The Employer may temporarily grant up to twenty-four (24) hours of leave with pay to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss. Employers may require verification of the use of leave with pay.

If twenty-four (24) hours of leave with pay are approved, an employee is not required to use the twenty-four (24) hours of leave with pay consecutively, and it does not need to be taken in full day increments.

This MOU will expire when the emergency proclamation 25-07 has been rescinded or when the emergency rule is rescinded, whichever is first.

Dated: December 23, 2025

An electronic signature to this Agreement shall be given effect as if it were an original signature

For the Employer	For the Union
/s/	/s/
Rachel Barckley-Miller, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Valarie Peaphon, OPEIU8 Union Representative

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

Executed this 1st day of July 2025.

For the Office and Professional Employees International Union Local No. 8 (AFL-CIO):

/s/
Valarie Peaphon
Director of Contract Negotiations

For the State of Washington:

/s/
Bob Ferguson
Governor

/s/
Gina Comeau, Section Chief
OFM/SHR, Labor Relations &
Compensation Policy Section

/s/
Patricia Foshaug, Lead Negotiator
OFM/SHR, Labor Relations &
Compensation Policy Section