

**OPEIU/WSF
TENTATIVE AGREEMENT
August 13, 2024**

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 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 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 8
NON-DISCRIMINATION AND REASONABLE ACCOMMODATIONS

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 or stalking (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.
 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.

8.4 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 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, or 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 less senior relief dispatchers will be utilized to fill in where operationally needed.

Every effort will be made 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 complete employment up to ~~and including twelve (12) months~~ **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 ~~unbroken~~ 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:

OPEIU/WSF
TENTATIVE AGREEMENT
August 13, 2024

Months/Years of Continuous State Service	Hours per Month/Year
Twelve months 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 Y years	One hundred sixty-eight (168)
Nine Y years	One hundred seventy-six (176)
Eleven Y years	One hundred eighty-four (184)
Thirteen Y years	One hundred ninety-two (192)
Fourteen Y years	Two H hundred (200)
Sixteen years	Two hundred eight (208)
Eighteen years	Two hundred twenty-four (224)
Twenty Y 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 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 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, ~~except for Bid Administrator~~ (See Policy).

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 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 (4) four weeks or 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 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 30 minutes increments. The request should be responded to as soon as practicable but no later than three 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: 40-hour block must be canceled in its entirety, and the same applies to a 2-day block.

10.4011 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, [WAC 296-130](#).

10.4112 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\(B\)](#).

10.4213 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

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, including a 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.** ~~Health-related reason, as defined in WAC 296-128-600 (8), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material.~~ Health-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](#).

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 ~~a parent, step-parent, sister, brother, parent-in-law, spouse, state registered domestic partner, grandparent, grandchild, child and step-child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.;~~
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 RCW26.60;**
 - 4. Grandparent means a parent of the employee's parent;**
 - 5. Grandchild means a child of the employee's child a parent, step-parent, sister, brother, parent-in-law, spouse, state registered domestic partner, grandparent, grandchild, child and step-child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.**

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.

EF. 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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.

11.16 Shared Leave

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

**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
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November <u>The Friday following the fourth Thursday in November</u>

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 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 Section (LRS) 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 LRS representative or designee will discuss with the Union:

- i. If a pre-arbitration review meeting will be scheduled with the LRS 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 LRS representative or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within fifteen (15) days of receipt of the request, a 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 LRS 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 LRS 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

~~Grievances filed during the term of the 2023—2025 Agreement will be processed to completion in accordance with the provisions of the 2023—2025 Agreement.~~ **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 18 CLASSIFICATION AND WAGE RATES

18.1 Wage Placement & 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 ~~J~~ **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 ~~J~~ **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 ~~J~~ **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

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, ~~2023~~2025, each position will continue to be assigned to the salary grid as it was assigned on June 30, ~~2023~~2025, per Appendix A.
 - a. Starting July 1, ~~2023~~2025, the following positions are assigned one range higher:
 1. **Maintenance Material Coordinator**
~~Crew Dispatcher~~
 2. ~~Relief Crew Dispatcher~~
 3. ~~Dispatch Coordinator~~
 4. ~~Bid Administrator~~
2. Effective July 1, ~~2023~~2025, the base salary range shall be increased by ~~five~~ **three** percent (~~5%~~3%), as shown in Compensation Appendix A.
3. Effective July 1, ~~2024~~2026, the base salary range shall be increased by ~~five~~ **three** percent (~~5%~~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 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) Personnel (~~DOP~~) 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 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 ~~manning~~ 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 29 DURATION

- 29.1 This Agreement shall be effective from July 1, 2023~~5~~ until June 30, 2025~~7~~, unless otherwise provided in the Agreement.