
COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

PUGET SOUND

METAL TRADES COUNCIL

**(IBEW LOCAL 46, IAMAW LOCAL 79, SMWIA LOCAL 66,
IBT LOCALS 117 AND 174, IBBISBFH LOCAL 104, UAJAPPI
LOCAL 32)**

EFFECTIVE

JULY 1, 2013 THROUGH JUNE 30, 2015



2013-2015

**PUGET SOUND
METAL TRADES COUNCIL
2013-2015**

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PREAMBLE

This Agreement is between the State of Washington (hereinafter referred to as the “Employer”), and International Brotherhood of Electrical Workers, Local 46, International Association of Machinists and Aerospace Workers, Local 79, United Sheet Metal Workers International Association, Local 66, International Brotherhood of Teamsters, Locals 117 and 174, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local 104 and United Association of Journeymen & Apprentices, of the Plumbing and Pipefitting Industry, of the U.S. and Canada, Local 32 (hereinafter referred to as the Puget Sound Metal Trades Council (PSMTC) for the purpose of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the Employer recognizes the Unions as the collective bargaining representative.

It is agreed by the parties that it is in their best interest to establish employment relations based on mutual respect and cooperation, provide for fair treatment to all employees, promote efficient and cost-effective service recognize the value of employees and the work they perform.

ARTICLE 1

SCOPE

This Agreement shall apply to all employees regularly assigned maintenance, repair and conversion work necessary to maintain Washington State Ferries (WSF) and auxiliary equipment or fixtures used in conjunction therewith with the exception of the shore gang.

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

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as set forth in the Preamble and signatory hereto as the sole and exclusive collective bargaining representative of the full-time employees and all regular part time employees covered by the classifications contained in Appendix A of this Agreement.

ARTICLE 3

UNION MEMBERSHIP

Section 1. Each employee covered by this Agreement shall make application to join the Union, or pay an agency fee to the Union or elect to exercise non-association rights as provided for in [RCW 47.64](#) within thirty-one (31) days following the date of employment or within thirty-one (31) days following the date of signing of this agreement, whichever is later. The Employer shall take action to discharge any employee following receipt of written notification by the Union that an employee has not complied with the provisions of this Article.

Section 2. In accordance with the terms of an individual and voluntary written authorization for check-off of Membership dues in the form permitted by the provisions of Section 302 c of the Labor Management Act, as amended, the Employer agrees to deduct from employee wages either: a set percentage each payroll date or a set dollar amount on the twenty-fifth (25th) of the month payroll which has been or will be in the future authorized by the Membership. The working dues which are deducted

shall be paid monthly by the tenth (10th) of the month following the month in which they are deducted to the union involved. Dues deduction may be changed once per year on the anniversary date of the contract by each union within the Metal Trades Agreement with the resulting dues check off amount either as a set dollar amount or as a set percentage applicable to all the employees within each union.

ARTICLE 4

HIRING OF NEW EMPLOYEES

- Section 1.** The Employer agrees that, when additional employees are required, the Union will be given twenty-four (24) hours notice in advance so that the Union may have a reasonable opportunity to refer applicants for employment. Applicants referred by the Union shall meet the minimum qualifications as specified in the job position(s) description(s) provided to the Union. Such notice shall specify the number and qualifications of the employees required, and the Union agrees that it will refer experienced applicants when available to the Employer. The Parties recognize that the Employer will develop and implement a performance evaluation process for Eagle Harbor probationary employees. A new employee shall serve a six (6) month probationary period and shall receive the appropriate rate of pay for the position during such probationary period. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure. The Employer will provide the employee five (5) working days written notice prior to the effective date of the separation. If the Employer fails to provide five (5) working days notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. This probationary period may be extended with the written agreement of the Employer and the Union.
- Section 2.** Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- Section 3.** The Employer retains the right to reject any job applicant referred by the Union. The Employer may discharge any employee for just and sufficient cause.
- Section 4.** If the Employer hires persons other than those referred by the Union, he shall advise the Union within two (2) working days after such person is hired as to the name, address, social security number, date of hire, classification, and rate of pay of such employee. The same information

shall be furnished by the Employer to the Union within forty-eight (48) hours after termination of any employee.

- Section 5.** All employees referred to the Employer by the Union under this Article shall submit to the making of such records as are or may be required by the Employer for the purpose of identification.
- Section 6.** A copy of this Article of the Agreement shall be posted at the employment office of the Employer and at the place where the Union conducts the operation of referring persons for employment under this agreement.
- Section 7.** The Union and the Employer agree to hold the Union and Employer signatory hereto harmless from any money damage and penalties assessed against them by any Government Agency or Court of Law because of any charge of unfair labor practice or act where such practice or act was proximately or solely caused by the Union or Employer.
- Section 8.** Temporary employees who have served six (6) cumulative months shall have all benefits afforded a permanent employee. Such temporary employees will not have access to the grievance procedure for lay-off.

ARTICLE 5
FOREPERSONS AND LEADPERSONS,
VESSEL AND TERMINAL GENERAL FOREPERSON

- A. Forepersons and Leadpersons**
- Section 1.** When the Employer selects Forepersons and Leadpersons, they shall be journeymen members of the craft they are to supervise.
- Section 2.** The compensation for Foreperson and Leadperson shall be seven percent (7%) and five percent (5%) respectively, over the wage of the craft they are supervising, as set forth in Appendix A.
- Section 3.** When from one (1) to three (3) persons are employed in each craft, one (1) of the persons will be selected as Leadperson.
- Section 4.** When four (4) to six (6) persons are employed in each craft, one (1) of the persons will be selected as Foreperson, but no Leadperson will be selected. When seven (7) or more persons are employed in each craft, one (1) of the persons will be selected as Foreperson and another one (1) as Leadperson. If the number of persons employed is reduced below four (4) the Foreperson rating shall not be eliminated for a minimum period of forty-five (45) days.

If a Foreman is off on a Friday or the day preceding a holiday, the person that has been designated as the temporary on the day before the weekend

or the holiday, shall be the point of contact for all callouts until the next regularly scheduled shift.

- A. The appointments of Leadpersons and Forepersons as specified in this Article refer to Leadpersons and Forepersons who are working supervisors of all of the people employed in each of those crafts by the Employer. Forepersons and Leadpersons are not required for subsets of employees in each craft, e.g., shifts, work crews, field crews.
- B. In the event the Employer desires to appoint Temporary Forepersons or Leadpersons to provide onsite supervision to crews who are working away from Eagle Harbor, such Forepersons and Leadpersons will be selected on the basis of seniority, if they are qualified to do the work. Temporary Forepersons and Leadpersons will revert to their regular classification upon conclusion of the work.

Section 5. When a Leadperson opening occurs, the senior journeyman in that craft shall be given first consideration for that position. If, in the judgment of the Employer, that employee is not acceptable, the employee shall be informed by the Employer as to the reason(s). The procedure shall be followed with the next most senior employee, and so forth, down the seniority list.

Section 6. When a Foreperson opening occurs, the Leadperson in that craft shall be given first consideration for that position. If, in the judgment of the Employer, the Leadperson is not acceptable, that person shall be informed by the Employer as to the reason(s). Thereafter, in the filling of the Foreperson position, the provisions of Section 5 of this Article shall be followed.

Section 7. An employee promoted to a new position shall serve a six (6) month probationary period and shall receive the appropriate rate of pay for the position during such probationary period. An employee determined to be unqualified for the position during or at the end of the probationary period shall be informed in writing of the reason(s) for disqualification and shall then return to the employee's previously held position at the former rate of pay with no loss of seniority in the previously held position. Such action will not be subject to the grievance procedure.

If an employee in the position of Foreperson has completed their probationary period and it is determined they are unqualified for the position, the employee shall be informed in writing of the reason(s) for disqualification and shall then return to the employee's previously held position at the former rate of pay with no loss of seniority in the

previously held position. If the employee's previous position is that of Leadperson, and that position has been filled, the employee that is in the position of Leadperson shall return to a Journeyman position and rate of pay in their classification with no loss of seniority. The employee that is being removed from the position of Foreman shall then be returned to the position of Leadperson.

Section 8. Overtime Assignments within Craft Shops:

It will be the responsibility of each shop Foreperson to insure a fair and equitable distribution of overtime work. Seniority cannot be used for the basis of overtime. The objective of overtime distribution is to allow for a fair and reasonable sharing of hours over an extended period of time. An overtime report will be generated quarterly for each Shop Steward to show individual overtime.

Section 9. Forepersons and leadpersons shall be provided a position description which accurately reflects the duties of their positions. Forepersons and leadpersons are expected to perform duties as specified in the position descriptions. The Employer will notify the Union in advance of any significant proposed changes in the position descriptions and will consider the Union's comments, if any, on the proposed changes prior to implementation.

B. Vessel and Terminal General Foreperson

Section 1. In addition to the duties described in the job description, the following guidelines are applicable to the Vessel and Terminal General Forepersons Positions.

Section 2. The positions of Vessel and Terminal General Forepersons will become a permanent position at Eagle Harbor.

Section 3. For the purpose of coordinating vessel work, including prioritization of work between crafts within the Eagle Harbor Maintenance Facility and vessel maintenance and repair within the fleet, the Shop Forepersons will report to the Vessel and Terminal General Forepersons.

Section 4. The Vessel and Terminal General Forepersons positions will be filled on the following basis:

- A. The Vessel and Terminal General Forepersons will be selected by the Employer from all employees working at Eagle Harbor in a journeyman craft position.
- B. Employees selected to be the Vessel and Terminal General Forepersons will remain in that position as long as the incumbents maintain performance expectations. An employee determined to be unqualified for the position shall be informed in writing of the

reasons for disqualification and shall then return to the employee's previously held position at the former rate of pay with no loss of seniority in the previously held position. Such action will not be subject to the grievance procedure.

C. At the end of the assignment as Vessel and Terminal General Forepersons, the individuals will return to the positions held immediately prior to taking the Vessel and Terminal General Foreperson position.

D. The Vessel and Terminal General Forepersons may, at any time during the assignment, resign from the Vessel and Terminal General Forepersons positions and return to their previous assignment.

Section 5. The selection of an Employee to be the Vessel and Terminal General Foreperson or the removal of the Vessel and Terminal General Foreperson from the position is not subject to the grievance procedure. All other terms and conditions of the Collective Bargaining Agreement (CBA) will apply to the Vessel and Terminal General Forepersons.

Section 6. The Vessel and Terminal General Forepersons' vacation shall be approved by the Yard Manager. The Vessel and Terminal General Forepersons shall submit requests one month in advance.

Section 7. The provisions of Sections 2, 4 A, B, C, D, 5 and 6 shall also apply to the positions of Planner and Health & Safety Supervisor, as referenced in Appendix A.

C. Evaluations of Vessel and Terminal General Forepersons

Section 1. Each Vessel and Terminal General Forepersons designated by the Employer shall be evaluated by the Senior Port Engineer or Port Engineer on an annual basis. The performance evaluation process gives the Senior Port Engineer or Port Engineer an opportunity to discuss performance goals with their employee and assess and review his or her performance with regard to those goals.

Section 2. The Senior Port Engineer or Port Engineer will meet with the employee at the start of his or her review period to discuss performance expectations. The employee will receive copies of his or her performance expectations as well as notification of any modifications made during the review period. Employee work performance will be evaluated during probation, trial service and at least annually thereafter.

Section 3. The Senior Port Engineer or Port Engineer will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation.

The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

Section 4. If an employee disagrees with his or her performance evaluation, the employee has the right to attach a rebuttal.

Section 5. The performance evaluation is not subject to the grievance procedure in Article 12.

ARTICLE 6 HOURS OF WORK AND RATES OF PAY

Section 1. The normal work week shall be five (5) consecutive days, Monday through Friday, of not more than eight (8) hours per day, exclusive of lunch period.

All overtime worked by an employee will be paid at one and one half (1 ½) times (overtime rate) the employee's straight time rate of pay. Actual time will be reported but overtime will be paid in the following six (6) minute increments based on the following increments, (six [6] minutes, twelve [12] minutes, eighteen [18] minutes, twenty-four [24] minutes, thirty-six [36] minutes, forty-eight [48] minutes) for the first hour. For time worked in excess of one (1) hour, overtime will be paid at one and one half (1 ½) the employee's straight time rate of pay, in one (1) hour increments.

Section 2. Notwithstanding the foregoing, upon mutual agreement between the Employer, the Union and the affected employees, said employees may be scheduled to work four (4) consecutive ten (10) hour days at the straight time rate of pay within a work week. Under such schedule, all time worked in excess of ten (10) hours in any one (1) day shall be at the overtime rate of pay. It is further agreed this type of scheduling will be used selectively.

Section 3. All work performed on Saturday and Sunday shall be paid at the overtime rate of pay.

Year round employees who are called to work on scheduled days off will be compensated at their overtime rate of pay. In addition, they will receive three (3) hours of pay at their straight time rate of pay regardless of the length of the overtime shift or the hours actually worked.

Section 4. Employees transferred from one shift to another, unless relieved from work at least a full shift as set forth herein, before starting their new shift, shall be paid the overtime rates for the first such shift worked. However, if an employee working on the “first” or regular daylight shift is required to return to work on the third shift within the same twenty-four (24) hour work-day period, he shall receive double time for the first such “third” shift worked. The twenty-four (24) hour work-day period mentioned herein shall be the twenty-four (24) hour period commencing with the starting time of the dayshift. No employee shall be transferred from a regular assigned shift to another shift more than once a work-week except in an extreme emergency involving a shortage of manpower.

Section 5. The regular daylight shift shall begin at 7:00 A.M. and shall be an eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee’s time except that, if the locality of the Employer’s plant and existing traffic conditions render it desirable to start the day shift for all employees at an earlier hour, such starting time may, by agreement between the Employer and the Unions, be made earlier, but in no event earlier than 6:15 A.M. The daylight shift may also be modified by flex time. When flex time is adopted at the option of the Employee and the concurrence of management, the regular daylight shift shall begin at 6:15 A.M. but no later than 6:45 A.M. and be an eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee’s time. Starting times and stopping times are subject to change if ferry schedules change. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium. The second and third shifts shall start on or within one half (1/2) hour after the preceding shifts.

Section 6. Employees working overtime shall receive a lunch period of thirty (30) minutes on the Employer’s time after every four (4) hours if the overtime hours are annexed to a regular scheduled shift. An employee required to work during his regular lunch period shall receive the overtime rate for such lunch period and shall thereafter be allowed a reasonable opportunity to eat his lunch on the Employer’s time. If an employee is held over his/her existing shift to work overtime and is not notified at least twenty-four hours in advance prior to the end of the shift, the employee shall be guaranteed one (1) hour minimum at the overtime rate for work beyond his/her regular shift.

The regular second shift shall be an eight (8) hour period less thirty (30) minutes for meals on employee's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the regular hourly rates as set forth in Appendix A plus ten percent (10%). The regular third shift shall be a seven and one-half (7 ½) hour period less thirty (30) minutes for meals on the employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the regular hourly rates as set forth in Appendix A plus fifteen percent (15%).

Section 7. If the employer calls out an employee between regularly scheduled work shifts due to an emergency or unforeseen operational needs, the affected employee will be compensated as follows:

- a. A foreman or acting foreman will receive a minimum of four (4) hours pay at the overtime rate of pay for the callout. The minimum hours of pay is in recognition of the foreman's availability to complete work assignments including, but not limited, to receiving and making phone calls to arrange work activities during his/her off duty hours. This payment does not apply when a foreman or acting foreman is scheduled to work by management in advance or when a work schedule is extended on either end of a shift.
- b. A journeyman and/or leadman will receive a payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due for hours worked. This payment does not apply when a journeyman or leadman is scheduled to work by management in advance or when a work schedule is extended on either end of a shift.

Section 8. Employees starting a shift or called and starting to work after the starting time of a shift shall receive not less than four (4) hours pay for the first half of the shift and, if required to continue on second half of shift, they shall receive pay for a full shift.

Section 9. Employees required to report for work for a regularly scheduled shift and not used shall receive four (4) hours straight time pay. Employees required to report for work on a weekend and not used shall receive four (4) hours at the overtime rate.

Section 10. Employees who voluntarily quit or are discharged for cause shall be paid only for actual hours worked.

Section 11. Any employee already receiving a higher rate of pay than the minimum set forth in Appendix A for his classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer.

Section 12. In the situation where an employee who has completed the normal work shift and continues working, is scheduled or later called back to work other than the normal work shift, the following schedule shall apply with regard to reporting time the following day:

<u>OFF CLOCK</u>	<u>NEXT REPORT</u>
Before 11:00 p.m.	7:00 a.m.
11:01 P.M. – midnight	9:00 a.m.
12:01 a.m. - 1:00 a.m.	10:00 a.m.
1:01 a.m. - 2:00 a.m.	11:00 a.m.
2:01 a.m. - 3:00 a.m.	12:30 p.m.
After 3:00 a.m.	7:00 a.m. - Next day

Reporting time changes reflected in this section are effective on the ratification date of the agreement and are not retroactive.

Even though the employee is not required to report to work until the time specified above, the employee will be paid for a full eight (8) hours, or ten (10) hours if that is the employee's normal work schedule, as though they were at work.

All hours worked on the call out will be paid in accordance with the appropriate provisions of this Agreement and the applicable provisions of the WSF pay manual.

*After all work and travel is completed for work away from Eagle Harbor. Clock out time for work is at Eagle Harbor.

Section 13. An employee called for jury duty shall be paid the amount of the straight time earnings lost due to such service.

ARTICLE 7 HOLIDAYS

Section 1. The following days shall be paid holidays for all employees covered by this agreement:

New Year's Day (January 1), Martin Luther King Jr. Day (third Monday in January), Lincoln's Birthday (February 12), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Columbus Day (second Monday in October), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), the day following Thanksgiving Day, Christmas Day (December 25) and an additional optional holiday to be selected by the employee.

Any additional days declared holidays by the State of Washington for Washington State employees shall be granted to the employees covered under this Agreement.

Section 2. Any of the above holidays falling during an employee's regular work week shall be given off with pay, and, if called back to work on such days, the employee shall receive two (2) hours pay for each hour worked as a result of the call back. If a holiday falls on a Saturday, the previous Friday shall be observed as the holiday; if a holiday falls on Sunday, the following Monday shall be observed as the holiday

Section 3. An employee shall receive eight (8) times the day shift hourly rate of pay for each of the holidays or ten (10) times the day shift hourly rate of pay for each of the holidays should the holiday fall within a four (4) day, ten (10) hour work schedule provided (a) the employee has been in the employ of the Employer for fifteen (15) calendar days, or in the case of the optional holiday for temporary employees, one-thousand forty (1040) cumulative hours within the contract year (July 1 - June 30) and (b) the employee has worked all of the hours required by the Employer on both the regular scheduled work day prior to and the regular scheduled work day following the applicable holiday.

An employee will receive holiday pay without meeting the requirements of (b) above under the following conditions:

- A. The employee's last day worked and the holiday(s) fall within the same pay period. Absence on the qualifying day or days is due to one of the following:
 - 1. Bona fide non-industrial illness or injury covered by a doctor's certification;
 - 2. Absence approved by the Employer;
 - 3. The Employee has been laid off due to lack of work within ten (10) regular scheduled work days either before or after the holiday provided the Employee is returning to work within ten (10) days of the holiday.

- B. An employee absent from work because of an occupational injury or occupational illness who reports back to work when able to do so shall receive holiday pay for any holidays which occur in the first thirty (30) calendar days of such absence.

The optional holiday must be taken within the calendar year in which it is earned. Optional holidays will be scheduled for the mutual convenience of the Employer and the Employee.

**ARTICLE 8
VACATION**

Section 1. Each year each employee with a minimum of one thousand forty (1040) cumulative hours of employment shall receive one (1) working day of paid vacation leave for each one-hundred seventy-three (173) hours of completed employment up to and including twelve (12) days. Additional bonus days of vacation leave will be credited for satisfactorily completing the first two (2), three (3), four (4), five (5), seven (7), ten (10), sixteen (16) and twenty-two (22) years of continuous employment respectively. For employees hired prior to June 30, 2011, the Vacation Leave Accrual Rate Schedule shall be in accordance with the above, and will be credited on the following basis:

<u>Service</u>	<u>Vacation Credit</u>
1040 hours	6 working days
1213 hours	7 working days
1386 hours	8 working days
1560 hours	9 working days
1733 hours	10 working days
1907 hours	11 working days
2080 hours	12 working days
2 years	13 working days
3 years	15 working days
4 years	17 working days
5 years	20 working days
7 years	21 working days
10 years and over	22 working days
16 years and over	23 working days
22 years and over	24 working days

For employees hired on or after June 30, 2011, the Vacation Leave Accrual Rate Schedule shall be as follows:

<u>Continuous Service</u>	<u>Vacation Credit</u>
6 months	52 hours
7 months	59 hours
8 months	67 hours
9 months	74 hours
10 months	81 hours

11 months	89 hours
12 months	96 hours
2 years	104 hours
3 years	120 hours
4 years	136 hours
5 years	160 hours
15 years	168 hours
16 years and over	176 hours

The adjustments in vacation entitlements are based on the Parties' interest in building and retaining a skilled work force in line with the commitments and agreement on the joint labor/management process and the establishment of an apprentice program.

Section 2. Vacation leave is accumulative to a total of three hundred twenty (320) hours, after which time, if not taken, it shall lapse month by month. At no time can an employee have more than three hundred twenty (320) hours to their credit.

Section 3. An employee's vacation anniversary date shall be based on the date he commences employment with the Employer.

Section 4. Vacation leave is not available to an employee unless the employee has served six (6) continuous months of employment.

A re-employed or reinstated employee also must have six (6) months of continuous employment before being entitled to use vacation leave.

Leave credits accumulated are canceled automatically on separation after a period of continuous employment of less than six (6) months.

Section 5. All accumulated annual leave shall be paid when an employee separates for any reason after six (6) months of continuous employment, provided seven (7) days notice has been given by the employee who quits.

Section 6. Vacation pay shall be computed on the basis of the straight time rate in effect at the time the vacation is taken.

Section 7. Whenever possible, vacations will be scheduled for the mutual convenience of the Employer and employee. An employees request for vacation time off shall be submitted to the employee's Foreman in writing. At the time the employee submits a vacation time off request, the employee must have, or will have accrued, the leave to cover the vacation time off as requested. Whenever possible, requests for vacation time shall be made at least two (2) weeks in advance. The Foreperson in an area must report quarterly who will be on vacation and when. Leave of

absence without pay for short periods may be granted at the discretion of the Employer. Such requests shall be made in advance. Requests for leave without pay for extended periods shall be considered subject to established WSF policies.

Section 8. Holidays shall not be considered when computing vacation time off. When one of the holidays specified in [Article 7](#) occurs during an employee's vacation period, he shall receive an additional day of vacation.

Section 9. Vacation credits as set out in Section 1 shall be pro-rated and credited on a monthly basis.

ARTICLE 9 WELDING

It is recognized that the processes of welding and burning are tools of the trade represented by the Union, and pay for such work shall be as specified in Appendix A for journeyman classifications. Employees required to take a welding test shall be paid for the time consumed in the test if they pass it successfully.

ARTICLE 10 APPRENTICESHIP, TRAINING PROGRAM AND NEW TECHNOLOGIES

A. Apprenticeship Program

Section 1. Apprenticeship Program:

"Apprenticeship Program" (Program) in this agreement means a Program approved by the Washington State Apprenticeship and Training Council that is registered with the Apprenticeship Section of Specialty Compliance Services Division of the Washington State Department of Labor and Industries.

Section 2. Apprentice:

"Apprentice" in this Agreement means an employee that is indentured to an approved Program and shall be subject to the Standards of Apprenticeship of the Program. An Apprentice(s) is an employee covered by the terms and conditions of the Collective Bargaining Agreement (CBA) between the WSF and the Unions who does not have the required number of hours of practical experience and training, and has not passed the required evaluation necessary to be a Journeyman in a specific trade/classification.

Section 3. Regular Apprentices:

When the WSF desires to hire the first Apprentice in a specific trade/classification as a regular employee, the WSF shall make their selection from the appropriate Unions list of indentured Apprentices. The

hiring of additional Apprentices in the same trade shall be done consistent with [Article 4](#) of the CBA.

Section 4. Temporary Apprentices:

When the WSF desires to hire a temporary Apprentice, the WSF shall place a work call to the appropriate Union(s) and specify either a low-time or a high-time Apprentice. A low-time Apprentice has completed fifty percent (50%) or less of their training and a high-time Apprentice has completed more than fifty percent (50%) of their training.

The WSF retains all rights in determining the staffing needs of each trade/classification and the hiring of Apprentices shall be at WSF sole discretion.

Section 5. Contributions:

A Letter of Agreement will be executed with each Program individually in which a Journeyman is employed. The WSF shall contribute fifteen cents (\$0.15) for each compensable straight-time hour worked by a Journeyman at Eagle Harbor, to the appropriate Program, for the classification in which each Journeyman is employed.

In no event will hourly contributions exceed two-thousand eighty (2080) hours for each Journeyman employed in a trade/classification during a calendar year.

Section 6. Ratio of Apprentices to Journeyman:

The WSF may employ Apprentices at the following ratio within each trade/classification:

One (1) Apprentice for the first Journeyman employed, 1:1

Thereafter one (1) Apprentice for each two (2) Journeymen employed, 1:2

Section 7. Section Apprentice Work:

The Apprentice shall at all times be under the direction of a Journeyman of the same classification in which the work is being performed. An Apprentice(s) shall not work alone inconsistent with the appropriate Unions Standards of Apprenticeship. An Apprentice, who is working with a Journeyman on a particular project, shall not be considered to be working alone, provided the Journeyman is responsible for the Apprentice's work, actively directs the Apprentice and performs inspections as required. The Apprentice shall not work alone in a remote location or where other journeymen are not readily available.

A Journeyman who directs an Apprentice does not qualify for Foreperson(s) or Leadperson(s) pay by that action alone. The WSF may

initially employ an Apprentice at a level other than the entry level, however, at no time after initial employment shall an Apprentice's hours be waived for purposes of advancement to Journeyman.

B. Training Program

Section 1. Any employee who successfully completes a training course related to the employee's job, which has previously been approved by the Management prior to enrollment, shall be reimbursed by the Employer for the total cost of tuition and books required provided the employee receives a passing grade.

Section 2. Employees shall be compensated at the proper rate of pay for hours spent at training or schooling provided but not mandatory by WSF. Transportation, room and board (when required) shall be paid by WSF. All travel time shall be compensated at the straight time rate and mileage will be paid, where applicable, at the rate allowed by the State Office of Program Planning and Fiscal Management for use of private automobiles with the exception of mandatory training which will be in accordance with [Article 16](#).

When attending a training program, the hours of work will be the scheduled class hours. The work day will consist of eight (8) hours exclusive of any meal period. Overtime will not be paid unless the training class extends beyond eight (8) hours. In no event shall an employee be compensated for less than a full day when attending such training.

C. New Technologies and Training

Section 1. The Employer agrees that as new technologies that affect and impact the craft are introduced into the industry that Bargaining Unit employees will be educated and trained in the new technologies considered to be part of the work of the appropriate trades when introduced to the Washington State Ferry System. New Technology shall be understood to include any proposed introduction of the following:

- A. Any non-proprietary computer controlled machinery.
- B. Any new processes such as machining, repair methods, installations, removals or new techniques or methods within the industry.
- C. Type of systems whether they are propulsion, or ships back-up systems or any system within the vessels, docks, terminals, or any other work place within the bargaining unit's area of exclusive jurisdiction.

- D, New methods and/or materials used for enhancement of the vessels, docks, and terminals.
- E. Any other technological innovations which would substantially affect jobs or job content which would be considered within the exclusive scope of the bargaining unit.
- F. The parties agree this section is not subject to the grievance procedure.

ARTICLE 11

LOCKOUTS, STRIKES AND SLOWDOWNS PROHIBITED

Section 1. Pursuant to [RCW 47.64](#), Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all Ferry services and, to this end, pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage or other interference with Ferry functions by employees covered under this Agreement, and, in the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in the prohibited activities may be discharged by the Employer.

Section 2. During the life of this Agreement, the Employer shall not engage in any lockout. Any action of the Employer in closing its facility during a general strike, riot, or civil commotion for protection of the facility shall not be deemed a lockout.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 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.

Section 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 Parties acknowledge that time limits are important to judicious processing and resolution of grievances. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, 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 initial thirty (30) day deadline contained in Section 3A below 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. In the case of a dispute over the timeliness of a grievance, such issue may be brought forth to an arbitrator for his or her determination.

E. Contents

The written grievance should include the following information:

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

- F. Modifications
No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.
- G. Resolution
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- H. Withdrawal
A grievance may be withdrawn at any time.
- I. Resubmission
If terminated, resolved, or withdrawn, the same grievance cannot be re-submitted.
- J. Consolidation
The Employer or the Union may consolidate grievances arising out of the same set of facts.
- K. Bypass
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- L. Discipline
Disciplinary grievances will be initiated at the level at which the disputed action was taken. The employer may discipline any employee with just and sufficient cause up to and including termination.
- 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 time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

Section 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 may be used to attempt to informally resolve the dispute.

B. Processing

Step 1 – Director of Maintenance or Designee

If the issue is not resolved informally, the Union may present a written grievance to the Director of Maintenance or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The Director of Maintenance 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 ten (10) days after the meeting.

Step 2 – Ferries Division Assistant Secretary or Designee

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Ferries Division Assistant Secretary or designee, with a copy to the WSF Labor Relations Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Ferries Division Assistant Secretary or designee will meet or confer by telephone with a 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 ten (10) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM Labor Relations Division (OFM/LRD) representative 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 OFM/LRD representative or designee will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the OFM/LRD representative or designee, an agency representative, and the Union's staff representative shall review and attempt to settle the dispute.
2. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRD 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. The OFM/LRD will notify the Union, in writing, of the meeting results within ten (10) days of the conclusion of the pre-arbitration review meeting.

Step 4 – Arbitration

If the grievance is not resolved at Step 3, or the OFM/LRD 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 no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the FMCS (limited to seven [7] names).

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;
- 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 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 canceled at the request 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.

F. Tracking of Monetary Disbursements, Grievance/Arbitration Settlements and Awards

1. At the time a disbursement is authorized as a result of a grievance settlement or as a result of an arbitration award, the Employer will notify the Union and the Manager of the Eagle Harbor facility of the authorization, including the name of the individual employee(s) authorized to receive the payment, the grievance number, if applicable, and the amount of disbursement. A copy of this notification will be forwarded to the WSF Payroll Office as the basis for authorizing the disbursement of funds.
2. At the time the disbursement is made, WSF will confirm in writing to the employee and to the Union the amount, date

of payment, and grievance/arbitration identification number.

ARTICLE 13

ASSIGNMENT OF WORK

The Staff Chief Engineer has the authority to assign to his crew any job function related to electrical, mechanical, pipe, sheetmetal, etc., he desires when the vessels are in normal operations.

Eagle Harbor craft personnel are only invited aboard vessels to perform work at the Staff Chief Engineer's request, and are required to report to the Watch Officers prior to performing any work requisitions. While vessels are in normal lay-up status at the Eagle Harbor Facility and/or while a vessel is in normal lay-up at any other terminal for purposes other than the vessels' operational tie-up, all work requisitions submitted by the Staff Chief Engineer will be performed by craft personnel. This is not intended to allow Staff Chief Engineers, during normal lay-up status, to withhold work requisitions to enable vessel crew members to perform rehabilitation work normally done by craft employees.

ARTICLE 14

SHOP STEWARDS – MEETINGS AND RELATED MATTERS

Section 1. It is recognized by the Employer that Shop Stewards are desirable for the proper administration of the terms of this Agreement. The Employer also recognizes that it is desirable that the person designated as Steward shall receive his fair share of the work that he is qualified to perform. In no event shall the Employer discriminate against a Steward in the manner of layoffs or rehires or discharge him on account of the proper performance of his duties. There may be designated by each Union one (1) Shop Steward who shall be the last laid off in the event a lay off is required provided the Shop Steward has the skills to perform the work available. Twenty-four (24) hours advance notice will be given the Steward if he/she is to be laid off.

There shall be one (1) Shop Steward designated as the Steward's Liaison. At the conclusion of the monthly Steward's meeting the Liaison will have free access to disseminate information and communicate between the members, other Unions and Management. This time shall be limited to one (1) hour unless otherwise approved by Management.

Union Stewards will be allowed to investigate grievances during their normal work day provided no necessary required work is interrupted by the Steward's absence and the Steward's Supervisor has given the Steward prior approval to engage in such activity. Such prior approval shall not unreasonably be withheld.

Section 2. The Employer will not discriminate in any way against any Shop Steward for presenting a complaint, dispute or grievance to the Employer in the manner provided for in this Agreement. The full grievance procedure as set forth in this Agreement shall be available to any Union which feels that its Shop Steward(s) have been discriminated against in the administration of their duties and responsibilities as a Shop Steward(s).

ARTICLE 15 PAY DAY

Section 1. All employees will be paid pursuant to [WAC 82-50-021](#) as now in effect or hereinafter amended by the Office of Financial Management.

Section 2. In case an employee is laid off or discharged by the Employer, he shall receive his pay in compliance with State Law.

ARTICLE 16 TRAVEL TIME AND OUT-OF-YARD WORK AND MANDATORY TRAINING

Section 1. When employees are required to travel to and from jobs/mandatory training during their regular shift hours, they shall receive the regular straight-time hourly rate as specified in Schedule A. The Employer shall either provide covered transportation for such employees, shall pay the regular fares, or shall pay the mileage rate allowed by the State office of Program Planning and Fiscal Management for use of private automobiles.

Section 2. The employee may transport tools and small equipment not to exceed seventy-five (75) pounds.

Section 3. Employees required to travel to and from jobs/mandatory training outside their regular shift hours and on Saturday, Sunday, or holidays shall receive the established overtime rate as defined in [Article 6](#) hereof. A regular shift for mandatory training is as governed by [Article 10, B. Section 2.](#)

Section 4. Employees required to stay overnight in order to complete jobs located away from the WSF maintenance facility shall be entitled to State per diem allowance.

Section 5. When an employee is required to travel from home to and from a job site other than the maintenance facility during the normal work week:

A. Employees who reside on the East side of Puget Sound will be paid for travel time and mileage either from their residence to the job

site/mandatory training site, or from Pier 52, Seattle, to the job site/mandatory training site, whichever is the lesser distance.

- B. Employees who reside on the West side of Puget Sound will be paid for travel time and mileage either from their residence to the job site/mandatory training site, or from Eagle Harbor to the job site/mandatory training site, whichever is the lesser distance.

When such travel is required on Saturday, Sunday, or a holiday, employees will be paid for actual travel time and mileage from their homes directly to the job site/mandatory training site.

ARTICLE 17

SICK LEAVE

Section 1. Full time employees shall, after one-thousand forty (1040) cumulative hours of continuous employment, receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service. Sick leave is accumulative.

Section 2. Sick leave credits may be used as soon as granted. Sick leave shall not be used except for the purposes expressed in Section 5 and 6 of this Article.

Section 3. Each employee's sick leave credit days are canceled automatically upon his termination of service. Terminating employees do not receive sick leave credit for the month in which they terminate unless they work at least eighty-four (84) hours in the month.

Accumulated sick leave credit days follow the employee if he is transferred to another State of Washington department.

Section 4. At the employee's option, annual leave may be used in lieu of sick leave, but sick leave may not be used as annual leave.

Section 5. Sick leave may be claimed from the accumulated days of credit for any employee for illness or injury which incapacitates the employee to the extent that he is unable to perform his work.

Section 6. Sick leave may be claimed for deaths in the immediate family requiring the attendance of an employee. Leave for such reason shall be limited to three (3) days in any one instance, except that up to two (2) additional days may be allowed if it can be demonstrated to Management that the additional time is necessary because of distance. Employees may take sick leave to attend the funeral of relatives as follows: Any relative living in the employee's household, plus the employee's wife, husband, parent,

grandparent, brother, sister, child, grandchild, aunt, uncle, father or mother-in-law, and brother or sister-in-law.

Section 7. All sick leave claims must be made on forms provided for that purpose, which forms require the sworn signature of the claimant. A supply of the forms will be furnished to each shop, and they will also be available at terminals and at the general offices.

Section 8. No payment of wages chargeable to sick leave credits will be made until the claim form is received in the general offices, except that the form may be prepared for an employee by supervisory employees in the general offices when the employee is incapacitated to the extent that he cannot sign a claim.

Section 9. For claims of more than five (5) working days, the employee must secure a verifying statement from his doctor to support his claim. This statement must be presented to the Employer prior to the employee's return to work.

Section 10. A verifying statement from the employee's doctor may be requested by the Employer, at its option, to support claims for five (5) days or less.

Section 11. No sick leave claims will be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time-loss payments (Workmen's Compensation).

Section 12. All accumulated sick leave may be restored when a previously separated employee is re-employed on a permanent basis. It also may be transferred between State departments.

Section 13. If, at any time during the term of this Agreement, the Legislature of this State should pass any legislation which would allow any group of State employees to cash out or otherwise receive compensation for accumulated sick leave upon retirement, said legislative provisions shall immediately become a part of this Agreement and shall be fully applicable to all employees covered by this Agreement.

ARTICLE 18

LEAVES OF ABSENCE

Section 1. Employment Status:

An employee retains employment rights when working, when the employee is on a contract provided leave or when the employee is on a Leave of Absence (paid or unpaid) approved in writing in advance of taking the leave. Employees on unpaid leave of absence are not entitled to employer paid medical benefits, unless eligible under sick leave or FMLA. An employee taking a leave, which is not pre-approved, is absent without

an approved leave and subject to progressive discipline as set forth in Section 19 of the Washington State Ferries employee code of conduct handbook.

Section 2. Employee Accountability:

An employee absent from work for three (3) consecutive days who is not on an approved leave may forfeit the employee's seniority rights and will be subject to the progressive disciplinary process, the determination of which shall be case specific.

Section 3. Leave Time Defined and Approved in Advance:

In the case of all leaves, the Employee shall obtain managerial written approval in advance of taking the leave on appropriate leave forms provided by the Employer. Leave forms for absences due to illness/injury or other unforeseen events shall be completed by the employee as soon as possible. Medical certification for absences of five (5) days or more for absences due to medical reasons is required. Medical certification may also be required when good cause exists to believe the employee is abusing sick leave. Sick leave for less than five (5) days shall be requested on the payroll timesheet. For absences over five (5) days it must be on the appropriate form provided by the Employer. For medical leaves over thirty (30) days, the employee must also submit a Certificate of Health Care Provider on the appropriate form provided by the Employer. The Employer shall provide employees with a Request for Extended Leave Form with an explanatory cover letter normally no later than thirty (30) days after his or her first day of absence. The completed Request for Extended Leave Form should be submitted to the Employer as soon as possible after receipt.

Section 4. Leave Approval:

On all leaves, the employee must indicate a start date for the leave and ending date for the leave. The terms of all leaves of absence shall be reduced to writing and may be extended up to the maximum time allowed for the specific leave. An employee must obtain written managerial approved extensions before the end date of the leave, except in cases of emergency. Extensions must be applied for a minimum of five (5) working days before the end of the leave. Extensions to leaves beyond the maximum times allowed will be non-precedent setting.

Section 5. Return from Leave:

Employees who have been on an approved leave of absence shall return to work on the date specified on the leave. An employee on Leave of Absence (paid or unpaid) who fails to report to work at the end of such leave, or fails to obtain a written extension before the leave expiration date and does not report to work, is absent without an approved leave, unless the failure was unavoidable due to injury or illness, which must be

documented in writing and certified by a physician as soon as possible in order to be considered for return to work.

Section 6. No Accrual:

An employee on a Leave of Absence without Pay or by reason of an industrial injury/illness will continue to accrue seniority only for the purposes of layoff and recall during such leave. During such leave, vacation and sick leave shall not be accrued.

Section 7. Non-occupational Medical Condition:

An employee, who has completed one (1) year of continuous employment, may request a leave of absence due to a non-occupational medical condition that prevents him/her from performing the essential job functions. Such leave shall be granted to the employee upon presentation of a certificate on the form provided by the Employer, from a licensed physician, confirming the employee's continued inability to perform the essential job functions. An employee absent for more than twelve (12) consecutive months, not broken by more than sixty (60) days of work, may be subject to re-evaluation as fit for duty. If the employee is unable to return to work, the employee may be subject to an extension of leave, reasonable accommodation (reference [Article 32](#)) or disability separation. The determination of which will be case specific. Should the employee's leave of absence be extended past twelve (12) months, the employee's seniority is frozen and the seniority date adjusted if the employee returns to work.

Section 8. Occupational Injury/Illness:

An employee, who suffers an occupational injury/illness, may request a leave of absence for the period of incapacitation for which the employee is receiving Worker's Compensation benefits. Such leave shall continue to be granted only upon the employee's presentation of a certificate from a licensed physician, on the form provided by the Employer, confirming the employee's inability to work. Such leave of absence shall not exceed eighteen (18) months. Employees absent for more than eighteen (18) consecutive months, not broken by more than sixty (60) days of work, may be re-evaluated as fit for duty. If the employee is unable to return to work, the leave of absence may be extended by no more than an additional six (6) months as supported by the employee's presentation of a certificate from a licensed physician on a form as provided by the employer, unless otherwise required by law. At the end of the twenty-fourth (24) month period, the employee will be re-evaluated as fit for duty. Should the employee not be able to return to work, the employee may be subject to an extension of leave, reasonable accommodation (reference [Article 32](#)) or disability separation. The determination of which shall be case specific.

Section 9. Reasonable Accommodation:

Notwithstanding the time frames as specified in this article, an employee may request a reasonable accommodation pursuant to [Article 32](#) of this Agreement at any time that allows the employee to perform the essential job functions of the employee's classification for which the employee is otherwise qualified.

Section 10. Medical Review:

The Employer reserves the right to require any employee who is on a medical leave of absence due to an illness or injury beyond thirty (30) days to be assessed by a Medical Review Officer regarding the employee's ability to perform the essential job functions.

Section 11. No Conversion:

Leaves approved as compensated leaves shall remain so and shall not be converted to leave without pay.

**ARTICLE 19
SAFETY, SANITATION, VENTILATION
AND PHYSICAL EXAMINATION**

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage their members to work in a safe manner. To that end, a Safety Committee shall be established to be composed of a minimum of two (2) and a maximum of five (5) representatives designated by the Employer and a minimum of two (2) and a maximum of five (5) representatives designated by the Unions that represent any journeyman craft positions at Eagle Harbor, which Committee shall assist, make recommendations to, and cooperate with the Employer. The employees designated for this Committee shall be employees who have knowledge of the practices of the facility and who have worked for the Employer a minimum of one (1) year. The functions of such Committee shall be advisory only. This Committee should meet once a month with minutes of the meeting prepared by Management and a copy thereof furnished to the Union.

Section 2. All staging, walks, ladders, gangplanks, and safety appliances shall be constructed in a safe and proper manner by competent mechanics.

Section 3. The Employer shall provide covered transportation with sufficient seating accommodations for employees to be transported to and from jobs away from the yard or shop. No material or equipment not safely secured shall be transported in the same compartment of the truck with employees.

Section 4. The Employer shall furnish suitable guards around welders for the protection of workmen's eyes.

- Section 5.** The employer shall furnish hard hats and employees shall be required to wear same.
- Section 6.** Prompt ambulance service and first aid to injured workmen shall be provided on all shifts, and all employees shall be responsible for the proper enforcement of safety rules. All first aid personnel shall be identified, and signs indicating location of first aid stations shall be posted.
- Section 7.** An employee suffering an industrial injury who is advised not to resume work by a nurse, first aid attendant, or physician to whom he has been referred by the Employer shall be paid his regular straight time pay to the end of the shift on which the injury occurred. If an injured employee reports such injury immediately following its occurrence to the nurse, first-aid attendant, or physician designated and after reporting for work on the following day is advised by the nurse, first aid attendant, or physician designated by the Employer not to continue work because of said injury, he shall be paid to the end of said shift.
- Section 8.** The Employer shall notify the Union not later than the end of the next regular working day of any lost-time accidents to any of its members that necessitated confinement in any hospital or clinic, providing the Employer has knowledge of such confinement.
- Section 9.** Suitable lockers, washrooms and drinking water shall be furnished by the Employer.
- Section 10.** All toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated, and adequate quarters with heat and hot water shall be provided for persons to change and dry their clothes. Lunch areas with benches and tables shall be provided and shall be separate from toilet facilities.
- Section 11.** Where workmen are assigned to work in confined spaces as described in the U.S. Bureau of Labor Safety and Health Regulations for ship repairing and/or ship building as published by the Bureau of Labor Standards, frequent checks for the employee's safety shall be made.
- Section 12.** There shall be no doctor's physical examination nor age limit, except as required by law. Unless required by law, no employee shall be compelled to pay hospital or insurance fees in the course of employment or as a condition to secure employment.
- Section 13.** The employer agrees to make available coveralls for employees use while at work.

Section 14. All current and new employees shall be annually fit tested for a respirator mask in accordance with required governmental regulations which require employees be clean shaven in the sealing surface area of the face in order to get a proper fit of the respirator mask. Prior to being fit tested, all employees are required to complete a medical questionnaire from a Professional Licensed Health Care Provider (PLHCP) designated by management. An employee must complete all questions as applicable in the questionnaire each time they submit a medical questionnaire. The information on the questionnaire is confidential and subject to all protections provided by State and Federal laws. Management will attempt to arrange for the governmental required annual fit test to occur between June through July of each year. After the fit test, current employees may re-grow a beard or other facial hair on the condition that if an employee is required by the employer to work in an environment which requires a respirator mask the employee shall shave to obtain the proper fit for the respirator mask. Management will attempt to advise employees twenty-four (24) hours in advance of the need for donning the respirator mask.

ARTICLE 20

UNION REPRESENTATIVES - MEETINGS AND RELATED MATTERS

A. Union Representatives

Section 1. Upon prior notification, authorized representatives of the Union shall be allowed to go on the Employer's property and on board vessels covered by this Agreement at reasonable times while at the dock, provided that such visitation will not unduly disrupt the normal work flow of the employees. The Employer will issue the duly accredited representative a pass for such visits, and the Union agrees that the Employer is absolved from all claims resulting from any accident involving such representative while on the property or on board vessels of the Employer.

B. Meetings and Related Matters

Section 1. The Parties agree to have meetings quarterly between Eagle Harbor management representatives and representatives of the Union, including stewards from the Eagle Harbor facility. It shall be the responsibility of the Parties to determine the schedule and agenda for such quarterly meetings.

Section 2. The Parties agree, in the interest of promoting resolution of grievances and addressing representational issues at the Eagle Harbor facility, to have monthly meetings not to exceed one (1) hour of the union stewards. It is understood and agreed by the Parties that the monthly meetings are not intended to conduct internal union business. Stewards will be in a straight-time pay status for purposes of attending the monthly meetings.

Section 3. The Parties agree that Union Stewards required by or otherwise directed by the Employer to attend meetings or discussions on matters under the terms of the Parties' CBA shall be entitled to travel time to the WSF Headquarters, Pier 52, or other locations in accordance with applicable travel regulations.

Section 4. A bargaining unit employee may be granted a leave of absence for the purpose of accepting full-time employment as an official of the Union or for the purpose of accepting full-time employment with the Employer in a position outside of the bargaining unit. Anyone taking a leave of absence under this section shall retain his/her seniority at the time the leave without pay is effective and shall have the right to return to the same or comparable open position in the bargaining unit at the same or comparable wage rate. It is the obligation of the employee to notify the Employer and the Union of any change in leave status in a timely and responsible manner, including the employee's intent to exercise return rights to the bargaining unit.

Section 5. In order that WSF employees serving as delegates to the collective bargaining negotiating committee for each biennium not suffer any loss of time used in calculating pension benefits, these employees may code their timesheets as annual leave when negotiating with the employer and the employer will reimburse their annual leave account for those hours used (a maximum of eight [8] hours) per day per contract negotiations meeting.

ARTICLE 21 NO LIMITS ON PRODUCTION

There shall be no contract, bonus, piece or task work, nor shall there be a limit on or curtailment of production, or any self-imposed restrictions placed by employees or imposed by the Union.

ARTICLE 22 DIRTY WORK

Section 1. Employees required to work in tanks, bilges, or under floor plates where oil or water has accumulated, or inside boilers, or disassembling boilers, uptakes or stacks, or the removal and handling of used dock cable shall be paid double time for the entire period so employed unless such places are reasonably clean. Dirty pay situations shall be designated by either the Vessel or Terminal General Foreperson after review with the Foreperson.

Section 2. When employees are required to clean or work in sewage holding tanks, lift tanks or come in direct contact with sewage containing human waste, they shall be paid the double time rate, provided they are wearing the required protective gear.

- Section 3.** Employees required to perform work while in direct contact with animal/avian feces will be paid double time for the period such work is performed provided they are wearing the required protective gear.
- Section 4.** It shall be the responsibility of the Vessel or Terminal General Foreperson, Forepersons and Leadpersons when available, to insure employees are wearing proper protective gear and to authorize and verify work performed under this provision.
- Section 5.** Dirty work under this Article shall be recognized by the Employer and the Union as work conditions that are more dirty, disagreeable, or unpleasant than normal Eagle Harbor working conditions. It is the intent of the parties to limit dirty work pay to situations that are exceptionally dirty relative to normal facility work. In the event of a dispute over dirty pay, a craft steward, a representative of the Employer, and a WSF safety office representative, when available, shall make the determination of dirty work pay prior to commencing work.

ARTICLE 23

ASBESTOS PREMIUM

The provisions of this Section shall be applicable only to WSF employees who are members of this Agreement and who have been selected by management and from those employees certified by the State of Washington for asbestos work or who are assigned insulation work as defined in paragraph A herein below.

- A. Employees who are actively engaged in asbestos abatement work or removal of deteriorated (in place several years) fiberglass or mineral wool insulation, or are actively engaged in installation of friable (actually emitting particles) fiberglass or mineral wool insulation, and are physically in contact with the said substances shall, during the time they are so engaged, receive a premium payment of twenty percent (20%) per hour in addition to their regular wage rate. The premium pay shall apply to removal of protective barriers, but shall not apply during initial set up and preparation for the work, nor during the time required to put on and remove protective clothing, nor for any equipment removal and clean-up time.
- B. The aforesaid premium payment will not be made in addition to any premium paid pursuant to the provision of [Article 22](#), DIRTY WORK, of the current labor agreement between the parties hereto.
- C. Employees who are required to wear special protective clothing furnished by WSF while performing the work described in

paragraph A herein above shall be allowed to dress in such clothing on WSF time and shall be allowed reasonable time to decontaminate themselves prior to meal breaks and the end of their shifts.

ARTICLE 24

JURISDICTIONAL DISPUTES

The Union agrees that in the event any jurisdictional dispute shall arise with respect to the jurisdiction of work on any classification of employment, whether or not included in the Appendix attached hereto, such dispute shall be settled by the Unions in accordance with the policy unanimously adopted by the Convention of the Metal Trades Department, American Federation of Labor, October 1, 1946, which provides that pending the adjustment of a jurisdictional dispute, there shall be no stoppage of work. If the Unions are not able to resolve a jurisdictional dispute within ten (10) working days, the Employer may assign the job order in dispute, as it deems appropriate until the Unions reach an agreement.

ARTICLE 25

PASSES - MEALS

- A. Passes**
- Section 1.** Employees shall be issued annual passes authorizing free passage for such employee, the spouse, and dependents, as well as for such employee's motor vehicle and recreation vehicle, including a trailer, on all vessels of the Employer.
- Section 2.** Employees leaving the service of the Employer shall immediately surrender to the Employer any passes which have been issued pursuant to this Article.
- Section 3.** Employees of the Washington State Ferry System who are retired under the provisions of the State of Washington Public Employees Retirement System or who become totally and permanently disabled shall be issued annual passes authorizing free passage for such employee, the spouse, and dependents, as well as for such employee's motor vehicle and recreation vehicle, including a trailer, on all vessels of the Employer.
- Section 4.** No passes of any kind shall 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 and shall not be used between Anacortes and Sidney from June 15 to September 10. Nothing contained in this Section shall be construed as applying to any employee engaged in traveling to or from work with the Employer.

Section 5. 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.

Section 6. 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.

B. Meals

Section 1. The charge for meals purchased and eaten on board the vessels of the Employer by Metal Trades employees of WSF, who are on duty or going to and from duty, shall be at one-half the normal retail price of such meals, rounded upward to the nearest cent.

Section 2. Employees purchasing meals at a discount shall be required to sign sales slips at the completion of service.

**ARTICLE 26
TOOLS**

Section 1. The Employer shall furnish all required tools to employees in the classifications listed in Appendix A of this Agreement. If the Employer fails to furnish tools required by the Employer, then the Employer shall pay any employee assigned to use such tools twenty-five cents (\$.25) per hour worked until tools are furnished.

Section 2. Employees who are furnished tools shall use reasonable care in the use of tools and return them to the custody of the Employer when no longer used. Employees shall have sufficient time at the end of each shift to put away tools on the Employer's time. Determination of sufficient time shall be at the Employer's discretion.

Section 3. Each employee who receives a tool allowance will prepare an inventory of his/her tools and provide a copy of the inventory to Eagle Harbor management. Eagle Harbor management will certify that the inventory is accurate and complete. When completed and verified, the inventory list

will be used by the Employer to authorize the replacement of lost, stolen, or broken tools. Claims for replacement tools will be processed in accordance with the established WSF and Eagle Harbor claims process and procedures.

ARTICLE 27 SAVINGS CLAUSE

If any Article of this Agreement or any addenda thereto 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 and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 28 MANAGEMENT RIGHTS

Subject only to the limitations expressly stated in this Agreement, the Union recognizes that the Employer retains the exclusive right to manage its business, including but not limited to the right to determine the methods and means by which its operations are to be carried on, to direct the work force, to determine the Employer's budget and size of the agency's workforce, and to conduct its operations in a safe and effective manner.

The agreement expressed herein in writing constitutes the complete and entire agreement between the parties and no oral agreement or statement shall add to or supersede any of its provisions.

ARTICLE 29 PENSION

Section 1. In addition to the straight-time hourly rates of pay listed in Appendix A, the Employer will pay a total of twenty-five dollars (\$25.00) per month as additional wage payment to each regular employee* in lieu of payment into any pension trust fund other than the State of Washington Public Employees Retirement System. In order to qualify for these additional payments, each employee must authorize an extra contribution in an equal amount to the State of Washington Public Employees Retirement System.

Section 2. In addition to the payments specified elsewhere in this Article, the Employer shall make such payments as are required by law to the State of Washington Public Employees Retirement System, together with required employee contributions via payroll deduction.

*Regular employee: Any person covered by this Agreement working sufficient hours to qualify for participation in the State of Washington Public Employees Retirement System.

ARTICLE 30

HEALTH, WELFARE, AND DENTAL

See Appendix C Health Care Benefits Amounts.

ARTICLE 31

NON-DISCRIMINATION

Section 1. The Employer and the Unions are mutually committed to discourage discrimination in any and all forms. To this end, the Parties agree that they will not engage in any practice, or pursue any policy, which results in coercion, discrimination, or harassment because of race, creed, sex, sexual orientation, age, color, national origin, marital or veterans' status, military status, status as an honorably discharged veteran, disabled veteran, Vietnam era veteran, genetic information, political affiliation, marital status, any real or perceived sensory, political affiliation, or the presence of a sensory, mental, or physical disability, or because of participation or lack of participation in Union activities.

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 to understand as well as prevent all forms of discrimination and harassment.

Section 2. The Parties agree that unlawful forms of harassment of any nature are strictly prohibited. Processing of harassment complaints shall in accordance with applicable Department of Transportation (DOT) policies and procedures.

Section 3. The parties to the Agreement agree that acts of discrimination and harassment are intolerable and shall be subject to appropriate discipline.

ARTICLE 32

ACCOMMODATION FOR DISABILITIES

Section 1. WSF will at all times comply with the Americans with Disabilities Act (ADA) and [RCW 49.60](#) et Seq. and DOT 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 State statute, WSF shall consider a reasonable accommodation that allows an employee to perform the essential job functions of his classification for which he is otherwise qualified.

Section 2. In the event the employee cannot perform the essential job functions of the current classification as determined by WSF, WSF shall consider other open classification positions within WSF which the employee would be qualified to perform. WSF shall consider the employee for transfer to such open positions.

Section 3. Employees so transferred to another job classification shall perform the essential job functions of the new classification and shall be paid the compensation provided by the new job classification. In no event does WSF guarantee that an employee will be accommodated by a job transfer.

ARTICLE 33

EFFECTIVE DATE AND DURATION OF AGREEMENT

Except where otherwise provided, this Agreement shall be effective on July 1, 2013, and shall continue in effect until June 30, 2015, and shall be considered as renewed from year to year thereafter between the parties unless either party shall give written notice to the other of its desire to amend or to terminate same. Such notice is to be given at least sixty (60) days prior to June 30, 2015, or sixty (60) days prior to June 30 of any subsequent calendar year.

APPENDIX A
STRAIGHT TIME HOURLY WAGE RATES

1. Effective July 1, 2013, the wage rates for each classification represented by the Union shall include a 1.5% increase. The wage rates shall be as follows and will remain in effect through June 30, 2014.

<u>Position</u>	<u>Effective 07-01-2013</u>
Journeyman (all crafts)	\$26.53
Leadperson (5% over Journeyman)	\$27.86
Foreperson (7% over Journeyman)	\$28.39
Health & Safety Supervisor (5% over Journeyman)	\$27.86
Planner (7% over Journeyman)	\$28.39
Vessel General Foreperson (9.5% over Journeyman)	\$29.05
Terminal General Foreperson (9.5% over Journeyman)	\$29.05
Helper - starting rate: 65% of Journeyman rate	\$17.24

Effective July 1, 2014, the wage rates for each classification represented by the Union shall include a 1.5% increase. The wage rates shall be as follows and will remain in effect through June 30, 2015.

<u>Position</u>	<u>Effective 07-01-2014</u>
Journeyman (all crafts)	\$26.93
Leadperson (5% over Journeyman)	\$28.28
Foreperson (7% over Journeyman)	\$28.82
Health & Safety Supervisor (5% over Journeyman)	\$28.28
Planner (7% over Journeyman)	\$28.82
Vessel General Foreperson (9.5% over Journeyman)	\$29.49
Terminal General Foreperson (9.5% over Journeyman)	\$29.49
Helper - starting rate: 65% of Journeyman rate	\$17.50

It is the intent of the parties' signatory hereto to utilize helpers for unskilled/semi-skilled work. Along this line a committee shall be formed to define the helper's intended functions, which shall include assisting journeymen, and to review any abuse of helper functions. Such committee will be comprised of two (2) management representatives and two (2) Union representatives. Helpers will not be hired to perform Journeyman/Apprentice work.

There may be a ratio of one (1) helper to every five (5) mechanics within each craft. No helper shall be upgraded to Journeyman without the mutual consent of management and the Union affected.

Helpers in a craft shall be subject to layoff before Journeymen and Apprentices in the same craft who were actively employed by the Employer in permanent or temporary positions.

Shipyards competent persons shall receive a sixty-five cent (\$.65) per hour premium while performing such duties.

Teamster drivers with hazardous material endorsements on their CDL shall receive a twenty cent (\$.20) per hour premium when hauling placarded hazardous loads.

Qualified drivers classified as Machinists with the appropriate CDL shall receive a two percent (2%) premium when driving the boom truck and/or the knuckle boom truck while performing over-the-road work assignments.

All "hours" referred to herein means hours of work with the Employer in the classification indicated.

APPENDIX B
LETTERS AND MEMORANDA OF UNDERSTANDING

APPENDIX C

At the time of printing this agreement, the parties have not completed negotiations over a health care benefits master collective bargaining agreement for the 2013-2015 biennium. Therefore, pursuant to RCW 41.80.010(7), the terms and conditions of the expired 2011-2013 health care benefits master collective bargaining agreement (printed below) will remain in effect until the effective date of a subsequently negotiated agreement, not to exceed one year from July 1, 2013.

HEALTH BENEFITS AGREEMENT BY AND BETWEEN THE STATE OF WASHINGTON AND THE COALITION OF UNIONS¹

HEALTH CARE BENEFITS AMOUNTS

- C.1** The Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2012 and calendar year 2013, respectively. The projected health care premium is the weighted average across all plans, across all tiers. The Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance) in effect for calendar year 2011 will be maintained for the 2011-2013 biennium.
- C.2** The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- C.3 Wellness**
To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

¹ The Coalition of Unions comprises all exclusive bargaining representatives subject to RCW 41.80 and RCW 47.64.

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, 2013.

For the International Brotherhood of Electrical Workers, Local 46; International Association of Machinists and Aerospace Workers, Local 79; International Brotherhood of Teamsters, Local 117; International Brotherhood of Teamsters, Local 174; Sheet Metal Workers Local Union, Local 66; International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local 104; United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry, of the U.S. and Canada, Local 32:

_____/s/
Harry Thompson
Business Representative
IBEW Local 46

_____/s/
Rick Hicks
Secretary/Treasurer
IBT Local 174

_____/s/
Tracey Thompson
Secretary/Treasurer
IBT Local 117

_____/s/
Brian Opland
Business Manager
IBB 104

_____/s/
Marty Fox
Business Representative
SMW Local 66

_____/s/
Jeff Owen
Business Manager
UA Local 32

_____/s/
Greg Heidal
Business Representative
IAM Local 160

For the State of Washington:

_____/s/
Jay Inslee
Governor

_____/s/
Jerry B. Holder, Chief Negotiator
OFM Labor Relations Division

