
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**FERRY AGENTS, SUPERVISORS AND
PROJECT ADMINISTRATOR'S ASSOCIATION
(FASPAA)**

EFFECTIVE

JULY 1, 2019 THROUGH JUNE 30, 2021



2019-2021

**FERRY AGENTS, SUPERVISORS AND
PROJECT ADMINISTRATOR’S ASSOCIATION (FASPAA)
2019-2021**

PREAMBLE

ARTICLE 1 DEFINITIONS	1
1.01 Agreement.....	1
1.02 Employee	1
1.03 Spouse.....	1
1.04 Employer.....	1
1.05 Union.....	1
1.06 Parties.....	1
1.07 Termination.....	1
1.08 Demotion.....	1
1.09 Promotion.....	1
1.10 Year Round Assignments	1
1.11 Temporary Assignment.....	2
1.12 Year Round Employee.....	2
1.13 Relief Supervisor	2
1.14 Home Terminal Defined	2
1.15 Work Week	2
1.16 Penalty Pay.....	2
1.17 Pay Period	2
1.18 Continuous Employment	3
1.19 Administrative Assignment	3
1.20 Peer Review Committee	3
1.21 Years of Service or Years of Employment	3
1.22 Peak Season	3
Other Definitions and Terms	3
ARTICLE 2 RECOGNITION	3
ARTICLE 3 SCOPE	4
ARTICLE 4 MANAGEMENT RIGHTS	4
4.03 Venue for Discipline.....	4
ARTICLE 5 STRIKES, WORK STOPPAGES AND LOCKOUTS.....	5
ARTICLE 6 NON-DISCRIMINATION	5
ARTICLE 7 UNION DUES/FEES DEDUCTIONS	5
ARTICLE 8 UNION STEWARDS.....	6
ARTICLE 9 VISITATION	6
ARTICLE 10 LABOR-MANAGEMENT COMMITTEE	6
ARTICLE 11 PEER REVIEW COMMITTEE.....	8
ARTICLE 12 DEFINITION OF TERMINAL SUPERVISORS.....	8
ARTICLE 13 SELECTION OF TERMINAL SUPERVISORS.....	9
13.01 Selection and Hiring	9
13.02 Right of Return for Employees Selected from IBU- General Bargaining Unit....	10
13.03 Evaluation of Applicants.....	10

13.04	Administrative Assignments	10
ARTICLE 14 PROBATIONARY PERIODS		11
14.01	Probationary Period for Terminal Supervisors Managers	11
14.02	Frequency of Evaluation During Probationary Period.....	11
14.03	Extension of Probationary Period	11
14.04	Demotion of Probationary Terminal Supervisor.....	12
14.05	Return Rights of Probationary Terminal Supervisor	12
14.06	Length of Administrative Assignments for Probationary Terminal Supervisors .	12
ARTICLE 15 CLASSIFICATIONS AND RATES OF PAY.....		12
ARTICLE 16 HOURS OF EMPLOYMENT		12
16.04	Scheduling Committee Meetings	13
ARTICLE 17 OVERTIME.....		13
17.04	Overtime Unavailability.....	14
17.06	Work-Related Phone Calls.....	15
17.11	Overtime Pyramiding Prohibited	16
ARTICLE 18 RELIEFS AND HOME TERMINALS		16
18.02	Terminal Supervisors Working Multiple Terminals.....	16
18.03	Relief Supervisor Assigned Terminal.....	16
18.04	Pay for Relief Supervisors	16
ARTICLE 19 BIDDING PERMANENT AND TEMPORARY POSITIONS		17
19.01	Shift Changes Requiring Re-Bidding	17
19.02	Supervisor Assignments Open for Bid at least Every Four Years.....	17
19.03	Vacancies Requiring Bidding	17
19.04	On-Call Supervisor Pool	17
ARTICLE 20 SENIORITY AND ASSIGNMENTS.....		17
20.03	Elimination of Year Round Assignments	18
20.04	Establishing Seniority	18
20.07	Inter-Department Transfer	18
20.08	Termination of Bargaining Unit Seniority	18
20.09	Demotion.....	19
ARTICLE 21 EMPLOYMENT STATUS OF EMPLOYEES ON LEAVES (PAID OR UNPAID) ...		19
21.01	Employment Status	19
21.02	Termination of Employment.....	19
21.03	Leave Time Defined and Approved in Advance	19
21.04	Return from Leave	20
21.05	No Accrual	20
21.06	Reinstatement for Authorized Leaves Less than Forty-Six (46) Days	20
21.07	Reinstatement for Leaves Beyond Forty-Five (45) Days	20
21.08	Notice to Replacement Employee.....	21
21.09	Timely Return from Layoff	21
21.10	Personal Leave of Absence	21
21.11	Non-Occupational Medical Condition.....	21
21.12	Occupational Injury/Illness	22
ARTICLE 22 HOLIDAYS		22
22.01	Paid Holidays	22

ARTICLE 23 COMPENSATORY TIME	24
ARTICLE 24 VACATION LEAVE.....	24
24.02 Vacation Leave Accrual.....	25
24.03 Vacation Leave Accrual Rate Schedule.....	25
24.04 Vacation Scheduling Committee	25
ARTICLE 25 SICK LEAVE	28
25.02 Vacation Leave Used in Lieu of Sick Leave	28
25.03 Sick Leave Use	28
25.04 Death in Employee's Immediate Family	29
25.05 Extension of Wages	29
25.06 Illness in Employee's Family.....	29
25.07 Sick Leave Certification and Verification	29
25.08 Compensation from Other Sources	29
25.09 Transfer	29
25.10 Loss of Sick Leave on Separation.....	29
25.11 Reinstatement of Sick Leave Balance.....	30
25.12 Extension of Sick Leave	30
25.13 Sick Leave Buy-Out Upon Death or Retirement	30
25.14 Voluntary Employees Beneficiary Association (VEBA)	30
25.15 Sick Leave Annual Cash Out.....	30
25.16 Use of Sick Leave in Lieu of Vacation	30
ARTICLE 26 MISCELLANEOUS LEAVE (JURY DUTY, SUBPOENA, RESERVE ARMY SERVICES).....	31
26.01 Jury Duty.....	31
26.02 Work Related Hearings.....	31
26.03 Military Leave.....	31
26.04 Leave for Education or Other Employment.....	31
ARTICLE 27 WORKING CONDITIONS	32
ARTICLE 28 PENALTY PAY AND DRUG AND ALCOHOL CERTIFICATION.....	32
ARTICLE 29 HEALTH CARE BENEFITS AMOUNTS.....	33
29.03 Wellness	34
29.05 Medical Flexible Spending Arrangement	34
ARTICLE 30 HEALTH AND SAFETY	35
ARTICLE 31 TRAVEL, MILEAGE PAY, MEAL DISCOUNTS, AND PARKING.....	35
ARTICLE 32 ALLOWANCE FOR TRAINING	37
ARTICLE 33 STANDARD DRESS	37
ARTICLE 34 PASSES.....	38
ARTICLE 35 SEVERANCE PAY	39
ARTICLE 36 – RETIRED ON-CALL SUPERVISOR QUALIFICATIONS	39
ARTICLE 37 DISPATCH RULES	40
37.01 Relief Supervisors	40
37.02 Process for Dispatch of On-Call Supervisors	40
37.04 On-Call Pool Placement.....	40
ARTICLE 38 GRIEVANCE PROCEDURE.....	40
38.02 Terms and Requirements	40
38.03 Filing and Processing.....	42

38.04 Successor Clause	45
ARTICLE 39 SAVINGS.....	45
ARTICLE 40 MANDATORY SUBJECTS	45
40.02 Negotiations.....	46
ARTICLE 41 TIME, LEAVE, AND ATTENDANCE.....	46
ARTICLE 42 TERM OF AGREEMENT	46
ARTICLE XX – DISCIPLINE	46
XX.02 Video Monitoring/Security Equipment/Key Boxes.....	46
XX.03 Removal of Documents.....	46
NEW ARTICLE – PERSONNEL RECORDS.....	47

APPENDICES

APPENDIX A.....	A-1
Cost and Wages	
SCHEDULE A.....	A-3
SCHEDULE D.....	A-4

MEMORANDUM OF UNDERSTANDING

MOU – TEMPORARY LAYOFF OPPORTUNITIES - ESD SHAREDWORK PROGRAM.....	M-1
MOU – EARLY IMPLEMENTATION OF ARTICLE 17.09 21-23 TA	M-3
MOU – EARLY IMPLEMENTATION OF 21-23 TAs (WITH ATTACHMENTS).....	M-4
Attachment 1 – Article 11, Peer Review Committee	M-5
Attachment 2 – Article 16, Hours of Employment	M-6
Attachment 3 – Article 25, Sick Leave	M-8
Attachment 4 – Article 37, Dispatch.....	M-11
Attachment 5 – New Article, Discipline	M-12
Attachment 6 – New Article, Personnel Records	M-14
MOU – COVID-19–SENIORITY PROTECTION FOR HIGH RISK LEAVE WITHOUT PAY .	M-15

SIGNATURE PAGE

PREAMBLE

The Articles and Rules contained herein constitute an Agreement between the State of Washington hereinafter referred to as the “Employer,” and the FERRY AGENTS, SUPERVISORS, AND PROJECT ADMINISTRATORS ASSOCIATION, an affiliate of the MARINE ENGINEERS’ BENEFICIAL ASSOCIATION (AFL-CIO), hereinafter referred to as the “Union,” governing wages, hours and other conditions of employment of employees as classified.

Washington State Department of Transportation (WSDOT) Ferries Division employees are State employees covered under their own separate [RCW 47.64](#), which provides for the negotiation of Collective Bargaining Agreements (CBA) and recognizes past practice. Issues of past practice shall be incorporated into the CBA during the term of the Agreement or shall have no application in the next agreement. Accordingly, issues covering State employees other than under [RCW 47.64](#) are subject to negotiation as the issues will apply to [RCW 47.64](#) employees.

All of the following Articles shall apply to the entire Agreement uniformly. Should any Rules in the subsequent Appendices, which by this reference are incorporated herein, modify these Articles, such subsequent Appendices shall take precedent and apply only to those employees and/or conditions covered by the Appendix.

ARTICLE 1

DEFINITIONS

Specific Definition: Unless the context of a particular Section of this Agreement clearly dictates otherwise, the following terms shall have the following meanings:

1.01 Agreement

The term “Agreement” shall refer to the current contract or Collective Bargaining Agreement (CBA), of which this Section is a part, as it presently exists between the Employer and the Union.

1.02 Employee

The term “employee” includes all persons in the service of the Employer classified in this Agreement.

1.03 Spouse

“Spouse” means all persons such as a wife, husband, or state registered domestic partner as defined by [RCW 26.60.020](#) and [RCW 26.60.030](#).

1.04 Employer

The term “Employer” means the State of Washington.

1.05 Union

The term “Union” means the Ferry Agents, Supervisors, and Project Administrators Association (FASPAA).

1.06 Parties

The term “Parties” means the Employer and the Union.

1.07 Termination

The term “termination” shall be the ending of an employee’s employment with the Employer.

1.08 Demotion

“Demotion” is the act of reducing employees in rank from their present classification or pay rate to a lower classification or pay rate.

1.09 Promotion

“Promotion” is the act of raising employees in rank from their present classification or pay rate to a higher classification or pay rate.

1.10 Year Round Assignments

The term “year round assignments” is forty (40) hours of scheduled straight time work within a one (1) week work period, which is expected to exist during periods of the lowest level of scheduled service.

1.11 Temporary Assignment

The term “temporary assignment” is any assignment which is not defined as a year round assignment. A temporary assignment will typically be not less than thirty (30) days.

1.12 Year Round Employee

The term “year round employee” is any employee who is assigned to a year round position. All regular full-time employees in year round positions and designated relief positions as defined in [Section 1.13](#) shall be assigned forty (40) hours of straight-time work per one (1) week work schedule in the terminal.

1.13 Relief Supervisor

The term “Relief Supervisor” shall be an employee working on a year round basis, who shall be assigned at least forty (40) hours of straight-time work per week, to relieve year round employees who are not scheduled for work.

1.14 Home Terminal Defined

- A. The home terminal for a Relief Supervisor is the non-contracted terminal closest to the employee’s residence.
- B. A Probationary home terminal is the terminal assigned during a bid period.
- C. The home terminal is the assigned terminal for supervisors (regular and probationary) who are assigned only one terminal.
- D. The home terminal for supervisors (regular and probationary) who are assigned multiple terminals shall be assigned by the Employer.

1.15 Work Week

The term “work week” shall be seven (7) consecutive days, Sunday through Saturday.

1.16 Penalty Pay

“Penalty pay” shall be at the straight-time rate of pay and shall be paid in addition to whatever rate of pay (straight-time or overtime) is being paid when penalty work is performed. The penalty rate of pay shall be paid as specified in the penalty provisions of this Agreement.

1.17 Pay Period

The term “pay period” denotes compensation earned during the first day through the fifteenth (15th) day of each calendar month, or compensation earned during the sixteenth (16th) day through the last day of each calendar month. There shall be twenty-four (24) pay periods in each calendar year.

1.18 Continuous Employment

“Continuous employment” shall be broken by:

- A. Resignation;
- B. Separation;
- C. Termination; or
- D. Written notice of layoff of six (6) months or more.

1.19 Administrative Assignment

Terminal Supervisors may be selected by the WSDOT Ferries Division to work outside their normal weekly assigned work schedules for a period of time. Those assignments will be defined as Administrative Assignments and will be paid according to Appendix A.

1.20 Peer Review Committee

A “Peer Review Committee” is a Committee of three (3) year round Terminal Supervisors selected by management, established to provide mentoring and training to the employees covered under this Agreement, and shall be utilized by management as a tool to enhance performance and job development prior to disciplinary action, except in cases of WSDOT Ferries Division Code of Conduct violations.

1.21 Years of Service or Years of Employment

“Years of service” or “years of employment” is total employment time with the WSDOT Ferries Division, unless otherwise defined.

1.22 Peak Season

“Peak season” shall include the months of May, June, July, August, and September of each calendar year.

Other Definitions and Terms

Unless the context of a particular section in question indicates otherwise, all other words and terms used in this Agreement shall be given their common and ordinary meaning.

**ARTICLE 2
RECOGNITION**

2.01 The Employer recognizes the Union as the representative of all employees as classified herein and the sole collective bargaining agency for the purpose of acting for the employees in negotiating and interpreting the Agreement and adjusting disputes.

ARTICLE 3

SCOPE

3.01 This Agreement shall apply to all vessels and facilities of the WSDOT Ferries Division engaged in the transportation of passengers, automobiles, and freight on the Puget Sound and adjacent inland waters, the Straits of Juan de Fuca, and the waters adjacent to the San Juan Islands and ports in British Columbia. This Agreement shall apply to all employees who serve as Terminal Supervisors.

The parties agree that the provisions of this Agreement constitute the complete agreement between the parties, provided that any prior understanding executed by the parties and contained in a Letter of Understanding (LOU) or Memorandum of Understanding (MOU) will be continued during the duration of the Agreement, unless the subject matter contained in the LOU or MOU has been subsequently amended, modified, changed or altered in any way by a term or provision 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 4

MANAGEMENT RIGHTS

4.01 Subject to the specific terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to the following: the right to adopt regulations regarding the appearance, dress, conduct of its employees, to direct the work force consistent with work procedures as are necessary to maintain safety, efficiency, quality of service, and the confidence of the traveling public, and to determine the Employer's budget and size of the Employer's workforce.

4.02 Supervisory duties enumerated by management shall be part of the job duties of Terminal Supervisors. Terminal Supervisors shall be evaluated on the performance of their duties. WSDOT Ferries Division shall either train or designate in writing to the supervisors WSDOT Ferries Division's expectations regarding the scope of their supervisory duties.

4.03 **Venue for Discipline**

Management shall conduct discipline investigations, hearings or any meeting associated with any employee's discipline at any venue management chooses, other than the discipline shall be conducted in an area away from the immediate visual presence of other employees, other than those conducting the discipline.

ARTICLE 5

STRIKES, WORK STOPPAGES AND LOCKOUTS

- 5.01** Pursuant to [RCW 47.64](#), there shall be no strike, lockouts or work stoppages at any time. Rather, any dispute arising between the parties will be resolved according to the provisions contained within the CBA and/or [RCW 47.64](#).

ARTICLE 6

NON-DISCRIMINATION

- 6.01** The parties will not discriminate against any employee for activity, or lack thereof, on behalf of or membership in the Union. Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, creed, sex, sexual identity, age, color, national origin, military status, status as an honorably discharged veteran, disabled veteran, Vietnam era veteran, being a victim of domestic violence, sexual assault or stalking, genetic information, political affiliation, marital status, sexual orientation, any real or perceived sensory, mental or physical disability in a manner which is in violation of applicable state or federal laws. This non-discriminatory policy shall be applicable to upgrading, demotion or transfer, layoff or termination, rates of pay or forms of compensation, recruitment or advertising, and selection for training, including apprenticeship.
- 6.02** The Employer and the Union agree that sexual harassment of any nature is strictly prohibited. Processing of sexual harassment complaints shall be in accordance with applicable WSDOT policies and procedures.
- 6.03** If a FASPAA bargaining unit employee asks for an accommodation, or the Employer determines an employee is not capable of performing the essential functions of the employee's job, with or without reasonable accommodation, the Employer shall evaluate open positions in WSDOT Ferries Division to determine if such a position could be performed by the employee. The employee will be allowed to transfer to an open position the employee can perform. The Employer and FASPAA shall meet to discuss any contractual barriers (i.e. seniority), to the employees transfer.

ARTICLE 7

UNION DUES/FEES DEDUCTIONS

- 7.01** The Employer recognizes the Union as the representative of all Terminal Supervisors and as their sole collective bargaining agent in negotiating and interpreting agreements. The Employer also recognizes the right of the Union to intercede on behalf of its bargaining unit members in adjusting disputes.
- 7.02** The Employer shall, when provided with written notice from the Union of authorization by an employee covered by this Agreement for deduction of

membership dues, deduct from salary payments of the authorizing employee, the uniform membership dues or fees, and transmit all dues and fees to the Union.

7.03 The Union and employees agree to indemnify, defend and hold the Employer harmless from any claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction, payment or check-off of dues or fees for the Union.

7.04 An employee may cancel their payroll deduction of dues or fees by written notice to the Union. After the Employer receives the confirmation from the Union that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after the receipt of the confirmation.

ARTICLE 8 UNION STEWARDS

8.01 The Union may elect or designate a Union Steward by classification (who shall be recognized by the Employer) and will forward the list to the Employer. The Union Steward is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of management with authority to settle such matters will meet with the Union Steward and work for the resolution of such matters. A Union Steward who has participated in Step 1 of the grievance procedure will be allowed to attend grievance meetings, without loss of wages or benefits, scheduled by the Employer. Union Stewards will be allowed to investigate grievances during their normal work day, provided no necessary and required work is interrupted by the Steward's absence, and the Steward's supervisor has given the Steward prior approval to engage in such activity.

ARTICLE 9 VISITATION

9.01 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. The Employer will issue each duly accredited representative a pass for such visits to include vehicles.

9.02 It is not the intent of this Article to circumvent the provisions of [Article 34](#), Passes.

ARTICLE 10 LABOR-MANAGEMENT COMMITTEE

10.01 The Labor-Management Committee (LMC) shall consist of not more than three (3) year round members appointed by each party. Additionally, there may be one (1) year round alternate designated by and on behalf of each party. Alternate members may attend all meetings but may not act as Committee member except when replacing a standing member.

By mutual agreement, the Committee may invite other individuals (e.g., subject matter experts) to attend and participate in Committee meetings. Each party may authorize not more than two (2) observers for any Committee meeting, provided that such observers are subject to compliance with all terms of this Article. The Committee may also agree to exclude observers at any time. Meetings will be co-chaired alternately by a WSDOT Ferries Division designee and a union representative who shall be designated by the President of FASPAA. A recording secretary may be provided for purposes of preparing minutes of Committee meetings, but no verbatim recordings of the Committee meetings may be made.

10.02 Unless otherwise mutually agreed, each party may submit no more than three (3) issues to be placed on the agenda for each meeting. Unless waived by mutual agreement, agenda items are to be submitted to the Chair at least three (3) working days before the next scheduled meeting. The Chair will compile a complete agenda to be prepared and available to all members at least one (1) work day prior to each meeting. The agenda will include a brief description of each item to be discussed. Topics not on the agenda will not normally be discussed, but may be placed on the following meeting's agenda. Emergency items may be added to the agenda by mutual consent. Discussion of agenda items will be alternated. Topics of each meeting will be recorded as they are discussed. Committee recommendations on any subject may be adopted by affirmative vote, upon the motion of any Committee member. Motions to adopt recommendations must include the verbatim text of the recommendation under consideration.

10.03 The Employer will be responsible for paying wages of participating FASPAA members on the LMC. Employees will be paid at the straight-time rate of pay while in attendance at the LMC if the LMC meets on an employee's work day. Employees will be provided reasonable prep time and travel time to and from LMC meetings as determined by the Employer. If the LMC meeting is scheduled to be convened on an employee's regularly scheduled day off, the employee shall have the option of either attending the LMC meeting on their own time or to reschedule their day off within the same week the LMC meeting is convened. The specific scheduled day off shall be mutually agreed to by the employee and the employee's supervisor. If the employee requests to reschedule their day off, said request shall be made not less than ten (10) calendar days prior to the LMC meeting date. If the request is made less than ten (10) calendar days in advance, the request may be denied by the employee's supervisor. The Committee shall meet at reasonable times and places as mutually agreed, but shall make every effort to meet not less than once every three (3) months. Meetings will be limited to no more than four (4) hours in duration, unless otherwise agreed. Meetings will be held in state facilities or in other mutually agreed upon facilities which may be available at no cost to the parties. Every attempt will be made to adhere to the meeting schedule, realizing that some flexibility is necessary.

The Committee shall have no power to contravene any provision of the CBA to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the CBA. Matters requiring

contract modification shall not be implemented until a written agreement has been executed. The Committee shall forward written recommendations on modifications to the CBA to the FASPAA President and the WSDOT Ferries Division Director. Recommendations made by the Committee will be considered during contract negotiations.

- 10.04** It is recognized that none of the recommendations resulting from committee meetings, regardless of subject, are binding. No specific grievances shall be discussed and no bargaining shall take place. However, topics that could lead to grievances, or which have been the subject of past grievances, may be discussed. The Chair shall recognize a motion from either party to table a topic for further study. Each topic on an agenda will be fully discussed and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions on recommendations are not reached, the topic shall be cancelled, thereby reverting to its proper place in the parties' other labor-management relations (e.g., grievance procedures, negotiations, etc.).

ARTICLE 11

PEER REVIEW COMMITTEE

*This Article has been modified by an [MOU](#) dated October 19, 2020.

- 11.01** The Employer and the Union recognize the value of a collaborative process to help all employees perform at or above standard. When management identifies an employee whose level of job performance is below standard, management shall select a member of the PRC to mentor and coach the employee. The Employer and the mentor will meet and discuss the areas needing improvement and a written improvement plan will be provided to the PRC member and the employee prior to the coaching session. Management has the right to utilize the disciplinary process with just cause immediately for violations of the WSDOT Ferries Division Code of Conduct.
- 11.02** The Committee shall meet a minimum of once per year with management to establish procedures for its operation. Members of the PRC shall receive applicable pay when providing services for the PRC.

ARTICLE 12

DEFINITION OF TERMINAL SUPERVISORS

- 12.01** A Supervisor is a regular full-time employee who has completed the probationary period, who is assigned to a year round position and a specific terminal. As a regular full time employee, the employee receives all fringe benefits. A Supervisor working multiple terminals during a bid season shall qualify for travel time and mileage on days not assigned to the home terminal.
- 12.02** A Relief Supervisor is a regular full-time employee working on a year round basis who has completed the probationary period, is assigned to a home terminal, who

serves as a Relief Supervisor for other supervisors at any terminal who are: on vacation, using a comp time day, sick, in training, or as assigned by management. Relief Supervisors receive all benefits. While working at a terminal, including the employee's home terminal, Relief Supervisors shall be paid in accordance with Appendix A. Additionally, when assigned to work at a terminal other than their home terminal, the employee shall be paid mileage in accordance with Schedule A.

12.03 An On-Call Supervisor is not guaranteed forty (40) hours of work per week as a supervisor and may be assigned to work other classifications in the Terminal Department in the Inlandboatmen's Union (IBU) Agreement. On-Call Supervisors are not entitled to any particular assignment or hours except as otherwise granted in this Agreement. All rights and benefits granted to an On-Call Supervisor are contained solely in this Agreement. This classification receives all fringe benefits, except travel time. This classification will ultimately not be utilized on a regular basis. This classification may travel to different terminals. When doing so the employee is paid mileage, but not travel time.

12.04 A Retired On-Call Supervisor is a Supervisor who has retired from the WSDOT Ferries Division and has been selected to be included in the On-Call pool and expected to be available on a twenty-four/seven (24/7) basis for on call work at any terminal to a maximum of eight hundred sixty-seven (867) hours per year. Retired On-Call Supervisors are not guaranteed any regular number of hours per week, and receive a wage rate without benefits, without travel time and mileage. Retired On-Call Supervisors shall be available during peak summer months. All holiday weeks during the calendar year will be blocked for selection of weekly or daily absences. Retired On-Call Supervisors will be dispatched in accordance with [Article 37](#), Dispatch Rules. Outside of Department of Retirement Services (DRS) restrictions and rights conferred under this Agreement, Retired On-Call Supervisors rendering themselves unavailable shall lose their standing and position and will be precluded from future employment as a Retired On-Call Supervisor. Upon acceptance into the On-Call pool, a Retired On-Call Supervisor will be placed at the bottom of the On-Call pool list.

ARTICLE 13

SELECTION OF TERMINAL SUPERVISORS

13.01 Selection and Hiring

- A. Notwithstanding any other provision of this Agreement, the selection and hiring of Terminal Supervisors shall remain the responsibility of the Employer. Successful applicants will be tentatively offered a position contingent upon satisfactory completion of all training and satisfactory results of the Employer's drug test. The successful candidate(s) understand that the FASPAA CBA governs the terms and conditions of employment in this position.
- B. The Employer will post notification of vacancies in the On-Call Supervisor pool both within the WSDOT Ferries Division and outside the WSDOT

Ferries Division concurrently. The notice will identify the vacant position and will indicate applications are being accepted. The announcement will also provide details of how an applicant shall apply for the vacant position. The Employer will evaluate applicants in the following order:

1. The Employer will first consider applicants for new Terminal Supervisor positions who are terminal employees in good standing with the Inlandboatmen's Union (IBU).
2. If the Selection Committee (Committee) determines that there is not a sufficient number of qualified applicants or there are no qualified terminal applicants, the Committee shall then consider other applicants currently employed with the WSDOT Ferries Division.
3. If the Committee determines that there is not a sufficient number of qualified applicants or there are no qualified applicants currently working with the WSDOT Ferries Division, the Committee shall have the right to consider applicants from outside of the WSDOT Ferries Division.

13.02 Right of Return for Employees Selected from IBU- General Bargaining Unit

Employees selected from the IBU - General Bargaining Unit shall have right of daily return as provided for in the IBU - General Agreement or if their position is eliminated from the Terminal Supervisor's Agreement through a reduction in force.

13.03 Evaluation of Applicants

- A. Applications will be evaluated by a committee consisting of three (3) management representatives that will be selected by the Employer, and the three (3) year round Terminal Supervisors that will be elected by the Terminal Supervisors. This committee shall be called the Selection Committee.
- B. Following the evaluation process, the committee will submit to the Employer the names of the top three (3) candidates for the first vacancy and one additional candidate for each additional vacancy for the Employer's final selection. The Employer will then select one (1) of the three (3) names submitted to fill the vacancy, provided that the applicant meets the minimum requirements of the position. The committee's selection decision and the Employer's final selection decision are not subject to the grievance procedure.
- C. If requested by an applicant, the Employer will provide, in writing, the reason or reasons for not being selected.

13.04 Administrative Assignments

- A. Selection for Administrative Assignment
Terminal Supervisors, from time to time, may be called to work on administrative assignments or projects. Employees selected as new

Terminal Supervisors shall be required to work as a Terminal Supervisor for a minimum amount of time (as described elsewhere in the Agreement) prior to working in an administrative assignment in accordance with [Article 14](#), Probationary Periods.

Terminal Supervisors will be given first opportunity for all administrative assignments they are qualified to perform. Management will determine the home base assignment of all administrative assignments. Should a supervisor work on an administrative assignment, their shift shall be open for bid by seniority amongst all Terminal Supervisors. The next available supervisor waiting for upgrade shall be promoted to fill the last available vacancy.

B. Compensation for Administrative Assignment

Administrative assignments or projects will be paid as an Administrative Assignment Supervisor as listed in Appendix A, Rates of Pay.

Mileage will be paid for administrative assignments of less than thirty (30) days. For administrative assignments that are scheduled to be thirty (30) days or more, no mileage shall be paid.

C. Return Process Following Completion of Administrative Assignment

At the completion of the administrative assignment, the supervisor working the administrative assignment shall return to their previous assignment. In the event there has been a system-wide rebid of assignments, the supervisor working the administrative assignment will then select a new assignment based on their seniority.

ARTICLE 14

PROBATIONARY PERIODS

14.01 Probationary Period for Terminal Supervisors Managers

A. A new Terminal Supervisor shall serve a probationary period of two thousand eighty (2,080) hours. Hours spent engaging in the following activities will not be counted towards the two thousand eighty (2,080) hours of probationary status:

1. Time spent in Terminal Supervisor Orientation classes; and/or
2. Time spent in administrative assignment(s).

14.02 Frequency of Evaluation During Probationary Period

Terminal Manager(s) shall evaluate probationary supervisors a minimum of twice a year.

14.03 Extension of Probationary Period

The probationary period may be extended for an additional two thousand eighty (2,080) hours. Prior to an extension occurring, the employee will be provided with

a plan for improvement in accordance with [Section 11.02](#). The employee will be notified in writing of such action prior to the end of the initial probationary period.

14.04 Demotion of Probationary Terminal Supervisor

Terminal Supervisors may be demoted from said position for any bona fide reason(s) at any time up to, or at the end of the initial two thousand eighty (2,080) hours or at any time up, or prior to the end of the extended probationary period, and the employee shall not have recourse through the grievance procedure. On summary discharge type offenses, which may require immediate Management action, Management's decisions are subject to just cause review.

14.05 Return Rights of Probationary Terminal Supervisor

An employee who does not successfully complete their probationary period or who chooses to return to their former position shall, if applicable, be returned to the employee's previously held position, subject to the provisions of the CBA covering the employee's former position.

14.06 Length of Administrative Assignments for Probationary Terminal Supervisors

Terminal Supervisors on probation are not eligible to work in Administrative Assignments more than thirty (30) days in a calendar year under this Agreement. Terminal Supervisors on probation who accept such assignments that require them to work longer than thirty (30) days in a calendar year forfeit their Terminal Supervisor position. Should no qualified Supervisors apply for an Administrative Assignment, or the extension of an existing project is needed, the LMC has authority to waive this Article if necessary.

**ARTICLE 15
CLASSIFICATIONS AND RATES OF PAY**

15.01 The wage rates for the various Terminal Supervisor positions are contained in Appendix A.

**ARTICLE 16
HOURS OF EMPLOYMENT**

*This Article has been modified by an [MOU](#) dated October 19, 2020.

16.01 The principle of the eight (8) hour day is hereby established. No work schedule shall have less than eight (8) hours off between scheduled shifts except as provided by (C) below:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; or

- C. Any other agreed upon work schedule between the Employer and affected Supervisors and the Union.

16.02 Overtime for year around employees shall be paid whenever the employee performs work in excess of the scheduled shifts as specified above, except where noted elsewhere in the Agreement.

16.03 The Employer's Director of Marine Operations and the Union's Executive Director will meet as requested by either party, to review terminal activity, such as construction, impacting employee schedules and their sailing schedule commute times. The Employer will determine schedules, in accordance with its management rights, as set forth in [Section 4.01](#) of this CBA.

16.04 **Scheduling Committee Meetings**

The Union shall name two (2) employees to a committee whose sole purpose will be to examine terminal schedules and recommend improvements therein to the Employer. The said committee will meet at least one (1) time a year prior to the implementation of the year round bidding, and as needed thereafter. Union members will be paid for eight (8) hours at their regular straight-time rate of pay for each committee meeting. Committee meetings will be scheduled to allow time for travel within the eight (8) hour shift. Mileage will be paid as is appropriate. If management extends the committee meeting time, then travel time will be paid as appropriate.

16.05 Seasonal supervisors may flex up or down one-half (1/2) hour or less in order to administrate operations in concert with the sailing schedule without incurring overtime. This change of hours will be done on a consecutive basis, and is not intended for daily flexing of the shift.

16.06 If a Supervisor is dispatched to a terminal where the first sailing on the route does not allow the Supervisor to start the shift on time, the Supervisor shall take the first sailing and adjust their shift accordingly. Alternatively, at the discretion of the Terminal Manager, the Supervisor may use "Schedule D."

ARTICLE 17

OVERTIME

*This Article has been modified by an [MOU](#) dated October 19, 2020.

17.01 The overtime rate of pay for employees shall be at the rate of one and one-half (1½) times the straight-time rate in each classification. In the application of this Article there shall not be any pyramiding of pay rates, including but not limited to the listed pay rates below:

- A. Overtime, one and one-half (1 ½) times the straight-time rate;
- B. Holiday worked, two times the straight-time rate;

- C. Two and one-half (2½) times the pay rate as indicated in Subsection 17.02(C) below;
- D. Working as indicated in Section 17.02 on a holiday; and
- E. Working overtime on a holiday, three (3) times the pay rate for each hour worked when called back to work on a scheduled day off.

17.02 When work is extended beyond the regular assigned work day, such time shall be paid at the overtime rate for actual time worked in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments. Such extended work shifts shall not be scheduled on a daily or regular basis.

Employees required to work more than one (1) shift without a break shall be paid as follows:

- A. The first scheduled shift shall be paid at the straight-time rate;
- B. The second shift shall be at the overtime rate;
- C. The third shall be at two and one-half (2½) times the straight-time rate, unless the employee has had a minimum of a six (6) hour break preceding the third shift excluding travel time. Sixteen (16) hours including uncompensated time off between work shifts shall constitute the first and second shift.

An employee may opt to take compensatory time at a later date in lieu of receiving overtime pay on an hour for hour basis, subject to the conditions and limitations of [Section 23.02](#) and [Section 23.03](#) of this Agreement.

17.03 Employees called to work prior to commencing their regular scheduled shift shall receive the overtime rate of pay in increments of six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour for work performed prior to the start of the employee's regular scheduled shift provided the employee completes his/her regularly scheduled shift. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments. For early call-out work performed prior to the employee's regularly scheduled shift, provided the employee completes their regularly scheduled shift. Early call-outs shall not be on a daily or regularly scheduled basis. This Article does not apply to WSDOT Ferries Division Allowance for Training in [Section 32.01](#) of this Agreement.

17.04 **Overtime Unavailability**

An employee may request not to work overtime. This request will be granted unless the extra work is a result of an extended service run requirement, no other qualified

replacement is available, or a bona fide emergency exists that requires said employee to work overtime.

17.05 Call Back

Employees called back to work after completing a scheduled shift and released prior to starting their next scheduled shift shall be paid at the overtime rate with a minimum of eight (8) hours with the exception of drug/alcohol testing. For drug/alcohol testing, the employee will be reimbursed actual time worked with a minimum of five (5) hours call out at the overtime rate. Should the employee be scheduled to return to work the following day and they do not receive a minimum of eight (8) hours off (inclusive of travel time), they will be relieved the following day without loss of pay. If the Employer is unable to relieve the employee they will continue to be compensated hour for hour at the overtime rate until they are relieved or at the completion of their next shift.

17.06 Work-Related Phone Calls

Time spent on work-related telephone calls received during the employee's non-work time and subsequent, related employee initiated calls will be considered time worked and will be paid at the overtime rate in increments of six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments.

17.07 An employee may refuse call back assignments on scheduled days off or scheduled vacation, and shall not be disciplined for refusing said assignments. For drug/alcohol testing the Employer may require an employee to report if no other qualified employees are available to perform the necessary collection.

17.08 Employees called back to work on their scheduled assigned days off will receive a minimum of eight (8) hours pay at the overtime rate. In addition, they will receive four (4) hours of pay at their straight-time rate of pay regardless of the length of the overtime shift or hours actually worked.

17.09 When overtime is needed at a terminal, the supervisors that are seasonally assigned to that terminal will be given first preference when dispatching the overtime. If the overtime shift is not accepted by the seasonally assigned supervisor, the overtime will then be offered to the Relief Supervisors by availability. If the overtime is still not accepted, the overtime will then be offered to the On-Call Supervisors by availability. Once a supervisor has accepted an overtime shift for the week, the next available overtime shift shall be dispatched to the next supervisor as described above. The intent is to spread out the overtime as equitably as possible.

17.10 Overtime shall be paid to each employee required to work an extended work day as a result of a time changeover from Pacific Daylight Savings Time to Pacific Standard Time.

17.11 Overtime Pyramiding Prohibited

Whenever two (2) or more overtime or premium rates may appear applicable to the same hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the highest applicable rate shall apply.

ARTICLE 18
RELIEFS AND HOME TERMINALS

18.01 Relief Supervisors will be the primary, but not the sole means, to fill vacancies due to weekly vacations, single day vacations, compensatory time use, sick leave, a supervisor participating in training, or a supervisor away on administrative assignment. The Employer's Director of Marine Operations and the Union's Executive Director will meet as requested by either party, to review the number of extra relief terminal supervisors needed seasonally who will work full-time or close to full-time. The Employer will determine the number of reliefs, in accordance with its management rights, as set forth in [Section 4.01](#) of this CBA.

18.02 Terminal Supervisors Working Multiple Terminals

Terminal Supervisors working multiple terminals will be assigned a home terminal within that terminal group. Travel time and mileage will be paid in accordance with [Section 31.01](#) and as set forth in Schedule A for travel outside their home terminal.

18.03 Relief Supervisor Assigned Terminal

Relief Supervisors shall be assigned to the terminal closest to their home as their home terminal. Such employees shall be paid in accordance with Appendix A for hours actually worked at a terminal including the employee's home terminal, not including time spent traveling to and from work. No other form of travel pay or time is payable to Relief Supervisors. Mileage shall be paid in accordance with Schedule A when assigned to work at a terminal other than the employee's home terminal.

18.04 Pay for Relief Supervisors

Pay will be compensated for Relief Supervisors who are required to have expertise and knowledge of each terminal, and are assigned throughout the system as needed, according to Appendix A. This includes but is not limited to:

- A. Familiarization with each terminal;
- B. Familiarization with the staff/operations of each terminal;
- C. Familiarization with terminal alternative operational plans in the event of service disruptions; and
- D. Familiarization with emergency action plans for each terminal.

ARTICLE 19

BIDDING PERMANENT AND TEMPORARY POSITIONS

19.01 Shift Changes Requiring Re-Bidding

Terminal Supervisors assignments shall be bid by seniority system wide. Should the hours change by more than two (2) hours in any one (1) day, or the days off change in any assignment, or if the home terminal changes, this would constitute a shift change and a system wide re-bid shall take place within ten (10) days and will become effective within fourteen (14) days thereafter. However, it is recognized that there are seasonal changes, the company has the ability to establish those shifts that would have seasonal changes, effective with this Agreement, and those seasonal changes would not constitute a shift change.

19.02 Supervisor Assignments Open for Bid at least Every Four Years

The Supervisor assignments shall be open for bid by Supervisor seniority every four (4) years effective no later than July 1, 2001 or four (4) years after the previous change.

19.03 Vacancies Requiring Bidding

Temporary or year round openings of thirty (30) days or more that may occur will be posted and filled by the most senior Supervisor requesting that assignment. This does not include administrative assignments working outside the terminal groups.

19.04 On-Call Supervisor Pool

The Employer will determine the number of Supervisors in the On-Call pool. Supervisors in the On-Call pool will be offered temporary assignments based on their Supervisor seniority as defined in [Article 37](#), Dispatch Rules. On-Call Supervisors (excluding Retired On-Calls) will be offered seasonal and temporary year around openings by their supervisory seniority. Should the most senior On-Call Supervisor refuse the assignment, the position will be offered to the next most senior, and so forth until the list is exhausted. After the list is exhausted, the opening will then be assigned to the most senior On-Call Supervisor. Should the most senior On-Call Supervisor again refuse the assignment, they shall lose all seniority as a supervisor and will be dropped from the supervisor's list.

ARTICLE 20

SENIORITY AND ASSIGNMENTS

20.01 The Employer recognizes the principle of seniority in the administration of transfers, layoffs and recalls. In the application of seniority under this Article, if an employee has the necessary qualifications and ability to perform in accordance with the job requirements, seniority by classification shall prevail.

20.02 In reducing or increasing personnel in the respective departments, seniority shall govern. When layoffs or demotions become necessary, the last employee hired in a classification shall be first laid off, or demoted to a lesser classification for job

retention. When employees are called back to service, the last laid off or demoted in a classification shall be the first restored to work in that classification.

20.03 Elimination of Year Round Assignments

When a year round assignment is eliminated the affected employee shall have the right to exercise their seniority by classification in selecting a new assignment of their choice. Any displaced employee will also have the right to exercise their seniority by classification in selecting a new assignment of their choice.

20.04 Establishing Seniority

An employee's selection date as a supervisor shall become the employee's supervisory seniority date.

20.05 A Seniority Roster will be maintained by the Employer and be made available when requested by any Supervisor.

20.06 Any employee who has established seniority and is elected or appointed to any full-time office in a Union shall continue to accrue seniority status in this Agreement or the IBU Agreement as applicable throughout their term or terms in office, and may thereafter exercise their seniority by classification in selecting a new assignment of their choice. Any employee who has established seniority and who is transferred to a position in management may continue to accrue seniority status in the Agreement as applicable for the duration of employment with management, provided they pay a monthly maintenance fee determined by the Union. If the employee elects not to pay the monthly maintenance fee, their seniority shall be frozen. Any displaced employee will also have the right to exercise their seniority by classification in selecting a new assignment of their choice.

20.07 Inter-Department Transfer

An employee who holds a year round assignment may request a transfer from their Department to another Department provided that the employee meets the minimum qualifications and is qualified to perform the job duties for which they are requesting a transfer to and provided further that no year round employee in that Department is laid off. When transferring from one Department to another Department, the employee may continue to accrue seniority status in the Agreement as applicable for the duration of employment with the Employer, provided they pay a monthly maintenance fee determined by the Union. If the employee elects not to pay the monthly maintenance fee, the employee's seniority will be frozen in the vacated Department. Mileage and travel pay will not be paid to any employee who accepts an inter-department transfer.

20.08 Termination of Bargaining Unit Seniority

Except as otherwise provided for in this Agreement, seniority shall terminate for an employee who retires, quits, is discharged for cause, is unavailable for work, or who is on continuous lay-off for more than three hundred sixty-five (365) days.

20.09 Demotion

In the event an employee requests a demotion, due to personal reasons, the employee shall be entitled to their original seniority date established in the lower classification of the IBU Agreement. Employees requesting a reduction in classification shall forfeit seniority accrued in the higher classification.

ARTICLE 21

EMPLOYMENT STATUS OF EMPLOYEES ON LEAVES (PAID OR UNPAID)

21.01 Employment Status

An employee retains employment rights when working, when the employee is on a contract provided leave, such as: Approved Sick Leave, Vacation, Holiday, Jury Duty, involved in Authorized Court Proceedings, Military Reserve Leave, Family Medical Leave, or other specific 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 FMLA.

An employee taking a leave, which is not pre-approved, is absent without an approved leave and subject to discipline up to and including termination of employment. Employees on leave of absence due to positive chemical test shall not be eligible for Employer paid medical benefits.

21.02 Termination of Employment

An employee absent from work for three (3) consecutive days who is not on an approved leave forfeits their employment rights, their seniority rights, and may be terminated from employment with the WSDOT Ferries Division. Before this occurs, the employee shall be informed via a Loudermill meeting notice and be given an opportunity to attend the meeting. Notice by registered letter to the employee's payroll address shall be deemed adequate, whether or not the employee signs for the letter. It is the employee's responsibility to maintain the correct address in Payroll.

21.03 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 WSDOT Ferries Division. 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, for absences less than five (5) days. Sick leave for less than five (5) days shall be requested on the payroll timesheet. Absences over thirty (30) days must be on the appropriate WSDOT Ferries Division form. For medical leaves over thirty (30) days, the employee must also submit a Certificate of Health Care Provider on the appropriate WSDOT Ferries Division form. WSDOT Ferries Division shall provide employees with a Request for Extended Leave Form with an explanatory cover letter normally no

later than thirty (30) days after their first day of absence. The completed Request for Extended Leave Form should be submitted to WSDOT Ferries Division as soon as possible after receipt. On all leaves, the employee must indicate a start date for the leave and an 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 seven (7) days before the end of the leave. Extensions to leaves beyond the maximum times allowed will be non-precedent setting and will be at the discretion of the Employer.

21.04 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.

21.05 No Accrual

An employee on a Leave of Absence or by reason of an industrial injury/illness will continue to accrue seniority only for the purposes of layoff and recall during such leave. There shall be no accrual of any benefits during the period of their leaves including increased vacation accrual associated with longer seniority.

21.06 Reinstatement for Authorized Leaves Less than Forty-Six (46) Days

An employee returning to full duty from an authorized leave of absence for less than forty-six (46) days will be reinstated to their former position which includes their shift, classification, and days off unless otherwise provided for by contract bidding requirements which occurred during the employee's absence which would indicate and qualify the employee for a different shift. When an employee is absent from work for a period of more than five (5) days, but less than forty-six (46) days for medical reasons, WSDOT Ferries Division shall require only a fit-for-duty slip from the employee's doctor supporting the employee's fitness to return to duty. The fit-for-duty slip should be sent to WSDOT Ferries Division as soon as possible after the period of absence, but must be received and processed by WSDOT Ferries Division Human Resources before the employee may return to work and the Employer shall ensure that the employee is returned to work as soon as practicable.

21.07 Reinstatement for Leaves Beyond Forty-Five (45) Days

When an employee is absent from work for a period of more than forty-five (45) days, the WSDOT Ferries Division shall require the employee to have their doctor complete/sign the Job Analysis Form which includes certification that the employee meets the essential job functions before the employee may return to work.

A completed/signed Job Analysis Form will be accepted by the WSDOT Ferries Division so long as the form was completed/signed within two (2) months of the employee's anticipated return date.

The employee shall submit the completed/signed Job Analysis to the WSDOT Ferries Division Human Resources in person, by fax, or by mail.

If the employee is ready to return to work as expected, the employee shall be returned to work within twenty-four (24) hours after the WSDOT Ferries Division Human Resources receives the completed/signed Job Analysis Form, excluding weekends and holidays. For example, if the WSDOT Ferries Division receives the completed/signed Job Analysis Form, which includes certification that the employee meets the essential job functions, at noon on a Friday, the employee would be entitled to return to work by noon on the following Monday. The WSDOT Ferries Division's failure to return an employee to work within twenty-four (24) hours shall be subject to the parties' grievance procedure.

If an employee is ready to return to work sooner than expected, the WSDOT Ferries Division shall ensure that the employee is returned to work as soon as practicable. The WSDOT Ferries Division's failure to return the employee to work as soon as practicable shall be subject to the parties' grievance procedure.

21.08 Notice to Replacement Employee

An employee hired to replace an employee on leave of absence shall be so advised.

21.09 Timely Return from Layoff

An employee will lose their seniority if they have been laid off and are recalled to work but fail to report for work within fifteen (15) working days from the date of receiving notification of such vacancy by registered mail at their last known address. To protect their seniority, it is the employee's responsibility to keep the WSDOT Ferries Division Human Resources Office informed of their current address and telephone number on forms provided by the WSDOT Ferries Division.

21.10 Personal Leave of Absence

An employee, who has completed one (1) year of continuous employment, may request in writing a personal leave of absence up to ninety (90) calendar days without pay. If granted by the Employer, such leave of absence shall not affect accumulation of seniority. Such leave may not be taken more than once every four (4) years. Leave without pay shall only be taken pursuant to this Section and cannot be substituted for sick leave, vacation or comp time.

21.11 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 them from performing the essential job functions. Such leave shall be granted to the employee upon presentation of a certificate on the appropriate WSDOT Ferries Division form, 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 termination. After the year, the employee's seniority is frozen and the seniority date adjusted if the employee returns to work. But in no event shall the employee be extended leave beyond eighteen (18) months of total leave. Employees with ten (10) years of service after one (1) year of an non-occupational medical leave shall be assigned to layoff status which shall continue for two (2) years within which the employee shall be given first right of return to an open position after the employee proves their capability to perform as established by a positive Essential Job Functions (EJF) as provided in this Section.

21.12 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 appropriate WSDOT Ferries Division form, confirming the employee's inability to work. Such leave of absence shall not exceed one (1) year. Employees absent for more than twelve (12) consecutive months, not broken by more than sixty (60) days of work, may be subject to termination. But in no event shall the employee be extended leave beyond eighteen (18) months of total leave, unless otherwise required by law. Employees with five (5) years of service after one (1) year of an occupational injury/illness leave shall be assigned to layoff status which shall continue for three (3) years within which the employee shall be given first right of return to an open position after the employee proves their capability to perform as established by a positive EJF as provided in this Section.

21.13 WSDOT Ferries Division reserves the right to require any employee to be assessed by a physician regarding the employee's ability to perform the essential job functions. Employees shall not file a grievance through the grievance procedure nor shall the Union process any grievance. Additionally, neither shall the Union process any grievance nor file a legal action in any legal forum whatsoever regarding the application of this Article.

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

ARTICLE 22 HOLIDAYS

22.01 Paid Holidays

Eligible Employees will be provided with the following paid holidays each calendar year:

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr's Birthday	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
Holiday	Date
Native American Heritage Day	the Friday following the fourth Thursday in November
Christmas Day	December 25

All employees required to work on holidays shall be paid at the straight-time rate of pay, with an additional one (1) hour's pay for each hour worked on the holiday.

Employees who work a shift that begins on the holiday and ends on the following day shall be paid at the straight-time rate of pay, with an additional one (1) hour's pay for each hour worked on that shift.

Employees who work a shift that begins the day preceding the holiday and concludes on the holiday shall be paid at the straight-time rate of pay for all hours worked on that shift.

22.02 Regular year-round employees who are not scheduled to work on a recognized holiday and who otherwise work their assigned shifts immediately preceding and following the holiday (unless absent on paid leave) shall receive one extra day's pay on account of the holiday not worked. This shall also apply to temporary employees, with respect to any recognized holiday which is not worked and which occurs within the duration of a full-time assignment lasting thirty (30) consecutive calendar days or more.

Employees shall receive double their regular rate of pay when called back to work on a scheduled day off that falls on one of the above listed holidays in addition to compensation provided for under this Section.

ARTICLE 23

COMPENSATORY TIME

23.01 Employees may elect to take a day of compensatory time in lieu of receiving holiday pay subject to the following conditions:

- A. The election to take a compensatory day in lieu of holiday pay may not be exercised more than twelve (12) times in any one (1) contract year.
- B. Such election may be made on the employees' pay order covering the particular holiday by designating the holiday hours as compensatory, instead of holiday time.

23.02 Any Terminal Supervisor desiring to use accumulated compensatory time off or single day vacation must submit a written request to the Employer not more than one (1) year in advance indicating the number of compensatory days off/vacation leave days requested. The Employer shall post a single day calendar showing time available for guaranteed single days off. There shall be no fewer than three (3) slots per day, year round, available for guaranteed single days off. Any additional single day leave requests shall only be subject to management approval.

Compensatory days and single day vacation leave shall be approved by the Employer solely on a first come first served basis and seniority shall not be a consideration. In cases of a tie, a lottery will be conducted by the Union. On-call Terminal Supervisors who must have compensatory time or single day vacation leave approved through the Employer will receive the appropriate Terminal Supervisor rate of pay, if they have worked a majority of the last two preceding payroll cycles in a FASPAA position. Notification of approval will not be later than the Wednesday posting of the weekly schedule.

23.03 No more than two hundred forty (240) hours of such compensatory time off may be accumulated by each employee. All accumulations beyond two hundred forty (240) hours shall be paid in cash, and all accumulated compensatory time off shall be taken prior to retirement.

Whenever an employee is called back or required to work on a regularly scheduled day off which falls on a holiday, each such employee shall be entitled to an additional two (2) days' pay.

ARTICLE 24

VACATION LEAVE

24.01 After six (6) continuous months of employment, the employee shall receive vacation leave they accrued during the initial six (6) months of employment according to the vacation leave accruals set out below.

24.02 Vacation Leave Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule below.

24.03 Vacation Leave Accrual Rate Schedule

For the employees referenced in the preceding Section 24.02, the Vacation Leave Accrual Rate Schedule shall be as follows:

Months or Years of Service	Hours per Total Months or per Year
Six (6) months	Forty-Eight (48)
Seven (7) months	Fifty-Six (56)
Eight (8) months	Sixty-four (64)
Nine (9) months	Seventy-two (72)
Ten (10) months	Eighty (80)
Eleven (11) months	Eighty-eight (88)
Twelve (12) months	Ninety-six (96)
Two (2) years	One hundred four (104)
Months or Years of Service	Hours per Total Months or per Year
Three (3) years	One hundred twenty (120)
Four (4) years	One hundred thirty-six (136)
Five (5) years	One hundred sixty (160)
Seven (7) years	One hundred sixty-eight (168)
Nine (9) years	One hundred seventy-six (176)
Thirteen (13) years	One hundred ninety-two (192)
Fourteen (14) years	Two hundred (200)
Sixteen (16) years	Two hundred eight (208)
Eighteen (18) years	Two hundred twenty-four (224)
Twenty (20) years	Two hundred thirty-two (232)
Twenty-two (22) years	Two hundred forty (240)
Twenty-four (24) years	Two hundred forty-eight (248)
Twenty-six (26) years	Two hundred fifty-six (256)
Twenty-eight (28) years	Two hundred sixty-four (264)
Thirty (30) years	Two hundred seventy-two (272)

24.04 Vacation Scheduling Committee

- A. The Vacation Scheduling Committee shall consist of two (2) representatives of the Union. Each member of the Committee shall be paid, by the Employer, two (2) full days' pay at the employee's straight-time rate when performing Committee duties. Travel time and mileage shall be paid as described elsewhere in this Agreement.
- B. Vacation selections will commence on or about October 1 for the succeeding calendar year, and will be taken in accordance with the schedule prepared by the Vacation Scheduling Committee. Rules governing the

process will be distributed by the Vacation Scheduling Committee twenty-one (21) days prior to the selection process.

- C. Vacation bids shall be done by phone by the Vacation Scheduling Committee, beginning no later than October 1. Employees will be called in seniority order, until all employees have been contacted. To expedite the process, all employees must be available for a phone call. If the employee does not answer their phone, the Committee will attempt to leave a message. The employee will then have fifteen (15) minutes to return the call, at which time the employee will be bypassed. Permanent supervisors will complete the entire vacation selection process first; then On-Call Supervisors will select all required forty (40) hour block vacations from the remaining weeks. Extra time will be given to employees traveling to and from work or being at work and temporarily unavailable by phone.
- D.
 - 1. Every employee with more than five (5) years of service with the Employer shall select a minimum of one hundred sixty (160) hours in forty (40) hour blocks.
 - 2. Employees with more than two (2) years and up to five (5) years of service with the Employer shall select a minimum of three (3) forty (40) hour blocks.
 - 3. Employees with up to two (2) years of service with the Employer shall select a minimum of two (2) forty (40) hour blocks.
- E. FASPAA will conduct a lottery of requests for Super Bowl Sunday, Fourth of July, Thanksgiving, Christmas Eve, and Christmas Day. These days will be blocked out on the Single Day Calendar. The WSDOT Ferries Division will predetermine how many slots may be approved and will notify FASPAA of the number of slots prior to FASPAA conducting the lottery.
- F. FASPAA will conduct a lottery of all forty (40) hour blocks that are vacated.
- G. For non-year round employees, vacation time taken outside of the forty (40) hour block selection cycles will be paid at the FASPAA rate of pay, if they have worked a majority of the last two preceding payroll cycles in a FASPAA position.
- H. Forty (40) hour blocks will be concurrent with the employee's regular days off. Relief Supervisors will notify the Employer if they would like: the first two (2) days prior to their forty (40) hour block vacation; or two (2) days following their forty (40) hour block vacation.
- I. Any employee whose work schedule has changed affecting their previously scheduled forty (40) hour block vacation who wishes to begin and end their vacation to coincide with their previously scheduled days off, must inform the Employer a minimum of thirty (30) days prior to that work week.

- 24.05** Vacation leave is accumulated to a total of three hundred twenty (320) hours except that an employee may accumulate vacation leave in excess of three hundred twenty (320) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the three hundred twenty (320) hour maximum shall be lost on the employee's anniversary date. Upon an employee's retirement, no provision of this Article shall conflict with [RCW 41.50.150](#) (Department of Retirement Systems).
- 24.06** Each employee's anniversary date shall be twelve (12) months after entering service of the Employer.
- 24.07** Vacation leave is not available to the employee until the employee has served six (6) continuous months of employment.
- 24.08** A re-employed or reinstated employee must again serve six (6) months of continuous employment before the employee is entitled to use vacation leave.
- 24.09** Leave credits accumulated are cancelled automatically on separation after periods of service of less than six (6) months.
- 24.10** All accumulated annual vacation leave is cashed out when an employee with six (6) continuous months of employment or more leaves the Employer's employment for any reason.
- 24.11** Vacation pay shall be computed on the basis of the straight-time rate in effect at the time the vacation is taken per [Section 27.03](#). An employee may request an annual statement showing the employee's unused vacation leave.
- 24.12** Vacation credits as set out in Section 24.01 shall be pro-rated and credited on a monthly basis.
- 24.13** Forty (40) hour block vacation cannot be cancelled once selected without the approval of the Union and the Employer. Supervisors who select more than two (2) single days on the guaranteed single day calendar in the same week will not be allowed to select the same week during the annual forty (40) hour block vacation selection. Cancellation of guaranteed single day selections must occur at a minimum of thirty (30) days prior to the weekly posting.
- 24.14** **Vacation Leave Deferral**
With the approval of the Union, an employee may, for any reason, defer vacation leave one (1) time only while working within this bargaining unit. They must defer when contacted by the Vacation Scheduling Committee prior to selecting any other forty (40) hour blocks. A deferral may be from one (1) to four (4) forty (40) hour blocks. Medical deferrals are granted on a case-by-case basis, agreed to by the Employer and the Union, and do not count towards the one time deferral.

ARTICLE 25

SICK LEAVE

*This Article has been modified by an [MOU](#) dated October 19, 2020.

25.01

- A. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month shall accrue eight (8) hours of sick leave credit for each completed month. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth (90th) calendar day after the commencement of their employment.
- B. Sick leave accruals for full-time employees in overtime-eligible positions who are in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time and/or temporary employees shall be computed on an hourly basis, based on the ratio of hours worked to normal straight-time hours worked by regular full-time employees during those periods, up to a maximum of eight (8) hours in a month.
- C. Non-year round employees shall be paid sick leave at the rate of pay indicated by the classification they have been assigned to.

25.02 Vacation Leave Used in Lieu of Sick Leave

An employee may, at the employee's option, use vacation leave or compensatory time in lieu of sick leave but may not use sick leave in lieu of vacation leave or compensatory time.

25.03 Sick Leave Use

Through the Employer, sick leave may be claimed from the accumulated days of credit for any employee for the following reasons:

- A. For illness or injury which incapacitates employees to the extent that they are unable to perform their work and for the reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#);
- B. In accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; health-related reason, as defined in [WAC 296-128-600 \(8\)](#), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material; and health-related reason does not include closure for inclement weather;
- C. For the period of time that an employee is sick or temporarily disabled because of pregnancy or childbirth, in accordance with terms set forth in this Article;

- D. Leave for Family Military Leave as required by [RCW 49.77](#);
- E. Leave for Domestic Violence Leave as required by [RCW 49.76](#); and
- F. Care of family members as required by the Family Care Act, [WAC 296-130](#) and the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).

25.04 Death in Employee's Immediate Family

Sick leave up to ten (10) days in any one instance may be claimed and taken for a death in the immediate family, or to attend the funeral of a member of the employee's family, which shall include the following relatives:

Any relative living in the employee's household, as well as the employee's wife, husband, state registered domestic partner, parent, grandparent, brother, sister, children of the employee, grandchild, aunt, uncle, father-in-law, son-in-law, daughter-in-law, mother-in-law, brother-in-law, sister-in-law, and step children. The Employer may extend such sick leave upon reasonable request.

25.05 Extension of Wages

Whenever an employee is injured or contracts a contagious or infectious disease in the line of duty, the employee's wages may be extended by the Employer.

25.06 Illness in Employee's Family

See the preceding Subsection of 25.03 F.

25.07 Sick Leave Certification and Verification

The Employer may request, at its option, a verifying statement from the employee's doctor to support sick leave claims. If medical certification or verification is required for overtime-eligible employees, it shall be in accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#) and [WAC 296-128](#).

25.08 Compensation from Other Sources

No sick leave claims shall be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time loss payments (Workers Compensation), wage loss benefits under a health and welfare benefit trust.

25.09 Transfer

All accumulated sick leave credits shall follow any employee who is transferred to another department of the State of Washington.

25.10 Loss of Sick Leave on Separation

Each employee's sick leave credit days are cancelled automatically upon the employee's separation from service. Separated employees do not receive sick leave credit for the month in which they separate unless they work at least eighty-four (84) hours in the month.

25.11 Reinstatement of Sick Leave Balance

All accumulated sick leave may be restored when a previously separated employee is re-employed on a permanent basis within five (5) years of leaving state service.

25.12 Extension of Sick Leave

Sick leave may be extended by the Employer after all accumulated sick leave is used when an employee is injured in the line of duty (except when covered by industrial insurance) or contracts a contagious or infectious disease through exposure to such disease in the line of duty.

25.13 Sick Leave Buy-Out Upon Death or Retirement

Sick leave buy-out upon death or retirement shall be allowed to the extent allowed under applicable statutes.

25.14 Voluntary Employees Beneficiary Association (VEBA)

In accordance with state and federal laws, the bargaining unit has agreed to form a VEBA (tax free medical spending accounts) funded by the retiree's sick leave cash out in accordance with Section 25.13, above. Should the bargaining unit wish to conduct a vote to determine whether a VEBA will continue for the next year, the Union must notify the Employer in writing by July 1st.

25.15 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

25.16 Use of Sick Leave in Lieu of Vacation

In the event that an employee becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, the employee may use sick leave in lieu of vacation days for the period of such illness, injury, or incapacity.

ARTICLE 26
MISCELLANEOUS LEAVE
(JURY DUTY, SUBPOENA, RESERVE ARMY SERVICES)

26.01 Jury Duty

An employee called for jury duty shall be paid the difference between the fee for such service and the amount of straight-time earnings lost due to such service. When an employee is called back for jury duty, the employee shall not be required to report for work at the WSDOT Ferries Division under the following conditions:

- A. On any day when the employee is required to report for or serve upon jury duty;
- B. On any day in a calendar week when the employee will otherwise have worked or served on jury duty for five (5) days; or
- C. On the employee's regularly scheduled days off. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received.

26.02 Work Related Hearings

The Employer will make an employee whole for work time loss when the employee is required by the Employer or by subpoena to attend hearings or investigations concerning the WSDOT Ferries Division conducted by the United States Coast Guard (USCG), a court of law or a governmental agency, by payment of the employee's "straight-time" wages less any fees received by the employee. This provision shall not be applicable where the employee and/or the Union have a beneficial interest in the outcome of the proceedings. The Employer will be responsible for paying all appropriate wages as well as reimbursement for any costs incurred due to any proceedings resulting from drug/alcohol testing. The employee will also be paid for actual mileage traveled as a result of attending such hearings, investigations, or proceedings.

26.03 Military Leave

In addition to twenty-one (21) days of paid leave granted to employees for active duty and active duty training, unpaid military leave will be granted in accordance with [RCW 38.40.060](#) and applicable federal law. Employees on military leave will be reinstated as provided in [RCW 73.16](#) and applicable federal law.

26.04 Leave for Education or Other Employment

Leaves of absence will not be granted to employees to work in other industries, training or educational institutions unless mutually agreed to between the Employer and the Union. All requests for leaves of absence shall be approved in writing in advance by the Union and Employer.

ARTICLE 27

WORKING CONDITIONS

- 27.01** Relief Supervisors will be entitled to two (2) consecutive days off that may fluctuate from week to week. Days off will be scheduled by management according to operational need. Retired On-Call Supervisors, On-Call Supervisors, and Probationary On-Call Supervisors, will be dispatched by dispatch rules, accepting days off as provided week to week, which may or may not be consecutive days off. In consideration of this dispatch benefit, the parties acknowledge that the MOU of the 20th day of June 1997 known as the “Morvan Agreement” shall be superseded by this Agreement to the extent any inconsistencies exist.
- 27.02** Employees shall end their assignment at the same terminal where they began their duties, and such terminal shall be designated by the Employer unless mutually agreed between the affected employee and the Employer.
- 27.03** Terminal Supervisors shall be assigned for payroll purposes to a classification in this Agreement or the IBU Agreement as their regular classification and shall be paid at the specified rate for such classification for work performed therein and for paid time off to which they are entitled under the provisions of this Agreement.
- 27.04** The procedures for administering overages and shortages in terminal working funds will be completed pursuant to Office of Financial Management (OFM) and WSDOT procedures now or hereinafter in effect.
- 27.05** Except in cases of emergencies, the Employer shall give two (2) weeks’ notice before instituting shift changes.
- 27.06** Only authorized accounting personnel of the Employer shall be allowed access to safes assigned to Terminal Supervisors. Lock combination numbers shall not be issued to any other person.
- 27.07** The Supervisor shall be present when an audit is made of their safe funds. A copy of the audit report shall remain in the safe for the Supervisor’s review.
- 27.08** Terminal Supervisors who have completed ten (10) years of service as Supervisors of the WSDOT Ferries Division shall continue to receive the same rate of pay when employed in lower terminal classifications if the employee becomes disabled to the extent the employee might otherwise lose their job.

ARTICLE 28

PENALTY PAY AND DRUG AND ALCOHOL CERTIFICATION

- 28.01** Penalty pay shall be at the straight-time rate of pay and shall be paid in addition to whatever rate of pay (straight-time or overtime) is being paid when penalty work is performed.

28.02 Employees who are drug/alcohol sampling certified on each July 1 will receive a one-time payment of one thousand and five hundred dollars (\$1,500). This payment will be dispersed on the July 25 paycheck. This provision will remain in effect unless the certification program is discontinued.

28.03 When required to administer a drug and/or alcohol test, the employee shall receive one (1) hour minimum penalty pay, hour-for-hour for the duration of the test.

28.04 Terminal Supervisors only administer drug and/or alcohol tests for reasonable suspicion and post-accident incidents.

28.05 Breath Alcohol Tester (BAT) equipment will be tested for accuracy by Terminal Supervisors that are certified Accuracy Breath Alcohol technicians.

ARTICLE 29

HEALTH CARE BENEFITS AMOUNTS

29.01 A. For the 2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.

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

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

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEB Board.

C. Subsection 29.01 (B) will expire June 30, 2021.

29.02 A. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

29.03 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar (\$25) gift certificate each calendar year. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

29.05 Medical Flexible Spending Arrangement

- A. During January 2020 and again in January 2021, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020\(3\)](#), who meets the criteria in Subsection 29.05 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
 - 1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 - 2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive

enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

ARTICLE 30

HEALTH AND SAFETY

30.01 The Union and the Employer have a shared interest in ensuring the health and safety of employees.

30.02 The Employer will reimburse employees for possessions lost, not to exceed four hundred dollars (\$400) which resulted from unprovoked assault, burglary, or robbery that occurred during the course of their work. The employee must provide the Employer with an itemized list of such articles, including replacement value. The Employer will pay the employee the employee's regular straight-time rate of pay, including all fringe benefits, less the applicable temporary disability compensation paid by the State of Washington under the Worker's Compensation Statute. Such payments shall continue only for the period of time that the employee is considered unfit for duty and such disability is a result of any unprovoked assault, burglary, or robbery that occurred during the course of work while on duty.

ARTICLE 31

TRAVEL, MILEAGE PAY, MEAL DISCOUNTS, AND PARKING

31.01 All travel time shall be paid at the employee's regular straight-time rate of pay.

31.02 Distances and travel times between terminals shall be as set forth in Schedule A and Schedule D attached and incorporated through reference. Upon prior management approval, mileage may be paid in accordance with Schedule D when employees are directed by the Employer, to travel outside of Schedule A.

- 31.03** The mileage rate for employees who furnish their own transportation shall be that allowed by the State Office of Financial Management (OFM) for use of private automobiles.
- 31.04** Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.
- 31.05** The charge for meals purchased on board the ferries, while on duty or while going to and from duty, by all employees covered under this Agreement, shall be at one-half the normal retail price of such meal, rounded upward to the nearest cent. This provision shall apply only to the first thirty dollars (\$30) in retail price meal purchases per employee per day.
- 31.06** Employees purchasing meals at a discount shall be required to sign sales slips when served.
- 31.07** Shoreside employees working on vessels on the run shall be allowed the same food discount afforded crew members.
- 31.08** If parking is available at terminals, it is for business purposes only. Based on the business need for the Terminal Supervisor to have access to parking, the following parking for Terminal Supervisors shall be available:

Supervisor Parking by Terminal:	Number of Parking Stalls:
ANACORTES	Two (2)
PORT TOWNSEND	One (1)
MUKILTEO	Two (2)
CLINTON	Two (2)
EDMONDS	Two (2)
KINGSTON	Two (2)
SEATTLE	Three (3)
BAINBRIDGE	Two (2)
BREMERTON	One (1)
FAUNTLEROY	One (1)
SOUTHWORTH	One (1)
VASHON	One (1)
PT. DEFIANCE	One (1)
COUPEVILLE	One (1)

- 31.09** In addition, there shall be, at certain terminals, parking spaces designated for administrative use. Terminal managers shall stipulate Terminal Supervisors use of such parking spaces.
- 31.10** Supervisors serving on Administrative Assignments shall be provided parking at that location.

ARTICLE 32

ALLOWANCE FOR TRAINING

32.01 The WSDOT Ferries Division has the option to provide training at the work site of the employee or an alternate location. The procedures below are adopted for governing pay practices relative to the WSDOT Ferries Division sponsored training.

- A. The WSDOT Ferries Division shall provide a minimum of five (5) days' notice to employees except in emergency situations when employees are requested to attend ferry system sponsored training classes. If employees are not provided five (5) days' notice, the employee will have the right to refuse the class.
- B. All employees, except as otherwise provided, shall be paid mileage for attending training classes. Travel time to and from the training classes shall also be paid unless the class concludes within the scheduled shift hours.
- C. Employees shall be paid a minimum of their scheduled shift hours for that day for attending training classes. The overtime provision shall apply to training classes exceeding the above noted scheduled shift hours.
- D. Employees' lunch period shall be included in the work/class schedules.
- E. Employees required to attend training classes on their day or days off shall be paid the overtime rate of pay.
- F. Employees attending training classes shall have at least eight (8) hours, excluding travel time, between the completion of their last work shift and the beginning of training classes.
- G. The Employer shall reimburse employees for the costs associated with the successful renewal of a Transportation Worker Identification Credential (TWIC) as required by regulatory agencies.

ARTICLE 33

STANDARD DRESS

33.01 Supervisors shall be required to wear attire in accordance with the Employer's published dress code.

33.02 In view of the Employer requiring the above dress code regarding proper attire, the parties mutually recognize that employees are to be neat, and well groomed.

33.03 If requested, WSDOT Ferries Division shall continue to furnish supervisors with foul weather gear.

ARTICLE 34

PASSES

- 34.01** The Employer shall, upon application, issue, to any employee continuously employed for at least six (6) months, annual passes authorizing free passage for the employee and the employee's spouse and dependents, as well as for the employee's motor vehicle and tow on all vessels of the Employer.
- 34.02** The Employer shall, upon application, issue to any employee continuously employed for at least two (2) years an additional vehicle pass authorizing free vehicle passage for the employee's spouse on all vessels of the Employer.
- 34.03** Vehicle ferry passes are intended to be used only for vehicles that the employee and/or spouse have registered, leased or rented. Vehicle registration or lease/rental agreement shall be required to be shown when using vehicle passes if requested.
- 34.04** 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 of fare collection policies by terminal staff. Any pass holder who is uncooperative in the verification process will be subject to the WSDOT Ferries Division Code of Conduct.
- 34.05** Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee, employee's spouse, or dependents, except as otherwise provided in this Article.
- 34.06** Every employee who is retired under the provisions of the Public Employees' Retirement System (PERS), inclusive of disability retirement, shall be issued annual passes authorizing free passage for such employee, spouse, and dependent members of their family, together with their motor vehicle, on all vessels of the Employer.
- 34.07** No passes of any kind shall be used for the purpose of commuting to or from employment other than employment with the WSDOT Ferries Division. Vehicle passes shall be used only on a space available basis. Nothing contained in this Section shall be construed as applying to any employee engaged in traveling to or from work with the Employer.
- 34.08** Any employee, employee's spouse, or the employee's dependent(s) who knowingly violates WSDOT Ferries Division Pass Use Policies will be subject to the following:
- A. First Offense – three (3) month suspension of pass privileges.
 - B. Second Offense – one (1) year suspension of pass privileges.
 - C. Third Offense – permanent revocation of pass privileges.

The Employer will publish and provide to the employees and the Union a copy of the rules, regulations, and policies concerning pass usage.

- 34.09** The Employer shall comply with all federal and state tax regulations regarding the use of passes.

ARTICLE 35 SEVERANCE PAY

- 35.01** It is hereby agreed that any claims for severance payment to any employee who may lose employment because of the abandonment of routes due to the construction of bridges or tubes replacing the then existing ferry routes (excepting the Lofall - Southpoint and Salisbury Point - Shine routes), and of the application of seniority provisions under the present CBA, including consideration of residence of individual and locale of employment offered, shall be based upon the principle of one (1) month's pay for each year of service.
- 35.02** It is further agreed that details of this provision will be mutually agreed upon between representatives of the Union and Management of the WSF, such ultimate agreement to be contained in a separate document drawn for that purpose.

ARTICLE 36 – RETIRED ON-CALL SUPERVISOR QUALIFICATIONS

- 36.01** Terminal Supervisors who retire (retired) after July 1999 and have completed twelve (12) continuous months of employment as a Terminal Supervisor will be eligible to apply to work as a Retired On-Call Supervisor.
- 36.02** Employees who are eligible to apply as a Retired On-Call Supervisor and wish to work in the Retired On-Call classification after retirement will within ninety (90) days submit an application to terminal management. Terminal Management will initiate the selection process inclusive of the Selection Committee, and make its determination within forty-five (45) days of the application. Those employees who are not selected to work in the Retired On-Call Supervisory classification shall not have recourse through the grievance procedure; however, within one (1) week of notification, the applicant may make a written appeal back to the Selection Committee. The Selection Committee will determine whether the appeal has merit and shall notify the applicant within two (2) weeks after receiving the written appeal.

ARTICLE 37

DISPATCH RULES

*This Article has been modified by an [MOU](#) dated October 19, 2020.

37.01 Relief Supervisors

Relief Supervisors shall select by seniority monthly assignments of forty (40) hour shifts from all open 40 hour block vacancies. The selection will be made prior to the 15th of the previous month. Once the selection is made, it cannot be changed without the mutual agreement between the Employer and the Employee. The intent is to have the Relief Supervisor provide consistency at the same terminal for the entire week, knowing this might not always be possible. All Relief Supervisors will be scheduled forty (40) hours before any activated On-Call Supervisors.

37.02 Process for Dispatch of On-Call Supervisors

- A. Weekly On-Call Dispatch
On-Call Supervisors will be dispatched in order of supervisor seniority. Except for incidents of same day coverage requirements, each On-Call Supervisor will be offered work up to forty (40) hours in a calendar week before offering work to the next supervisor on the list.
- B. No Obligation to Dispatch if Results in Overtime
There is no obligation to dispatch any Supervisor in the On-Call pool to any classification for any amount of time that would require the payment of the overtime rate of pay.

37.04 On-Call Pool Placement

Upon initial acceptance into the On-Call pool, individuals shall be placed below current On-Call Supervisors.

Upon return from seasonal assignment, individuals shall retain their original order of rotation.

ARTICLE 38

GRIEVANCE PROCEDURE

38.01 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.

38.02 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 a description of the group of employees.

C. Computation of Time

The parties acknowledge that time limits are important to judicious processing and resolution of grievances. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing.

D. Failure to Meet Timelines

Failure by the Union to comply with the initial thirty (30) day deadline contained in [Section 38.03](#) A, below, will result in automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this Grievance Procedure may be submitted to the arbitrator for his or her determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance should include the following information:

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

F. Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

- G. Resolution
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- H. Withdrawal
A grievance may be withdrawn at any time.
- I. Resubmission
If terminated, resolved or withdrawn, the same grievance cannot be resubmitted.
- J. Consolidation
The Employer or the Union may consolidate grievances arising out of the same set of facts.
- K. Bypass
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- L. Discipline
Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- M. Alternative Resolution Methods
Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this 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 associated with alternative methods will be shared equally by the parties.

38.03 Filing and Processing

- A. Filing
A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or should reasonably have known of the occurrence. This thirty (30) day period may be used to attempt to informally resolve the dispute.
- B. Processing
Step 1 – Terminal Manager:
If the issue is not resolved informally, the Union may present a written grievance to the Terminal Manager or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The Terminal Manager 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 – Director of Operations:

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Director of Operations 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 Director of Operations 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 Meeting:

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

1. If a pre-arbitration review meeting is scheduled, the LRS representative or designee, an agency representative, and the Union's staff representative will attempt to settle the dispute.
2. If the parties are unable to reach agreement to conduct a meeting, the LRS representative or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within fifteen (15) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time. The LRS will notify the Union, in writing, of the 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 LRS representative or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the Union's receipt of the written notification of results of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled. However, by mutual agreement the parties may instead refer the dispute to the Public Employment Relations Commission (PERC) for final resolution.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the FMCS.

D. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement; and
- d. Not have the authority to order the Employer to modify his or her staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement or to direct staff to work overtime.

2. The arbitrator will hear evidence and arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the arbitrator. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant(s).

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.

2. If the arbitration hearing is postponed or cancelled 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 representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union representative.

38.04 Successor Clause

Grievances filed during the term of the –2017-2019 Agreement will be processed to completion in accordance with the provisions of the –2017-2019 Agreement.

**ARTICLE 39
SAVINGS**

39.01 If any Article of this Agreement or any Addendum 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 in immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article or Addendum.

**ARTICLE 40
MANDATORY SUBJECTS**

40.01 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions within a notice period. The Union will notify the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov, with a copy to the Employer, of any demands to bargain. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

40.02 Negotiations

- A. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible.
- B. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

ARTICLE 41 TIME, LEAVE, AND ATTENDANCE

- 41.01** All employees will accurately report time worked, leave taken, and other attendance requirements in accordance with a time reporting process and system(s) as determined by the Employer.

ARTICLE 42 TERM OF AGREEMENT

- 42.01** This Agreement is the agreement for the period July 1, 2019 through June 30, 2021, except as provided in [RCW 47.64](#).

ARTICLE XX DISCIPLINE

*This Article has been modified by an [MOU](#) dated October 19, 2020.

- XX.01** The Employer will not issue discipline without just cause.

XX.02 Video Monitoring/Security Equipment/Key Boxes

Information obtained by means of Video Monitoring/Security Equipment/Keybox devices at WSDOT Ferries Division facilities will not be used to initiate or pursue any disciplinary action against a Terminal Supervisor, except where there is an initiating event such as a complaint, accident, incident or infraction in cases involving criminal activity.

XX.03 Removal of Documents

All material placed in the Terminal Supervisor's personnel file relating to misconduct will be removed when the Terminal Supervisor has been exonerated of wrong doing at the request of the employee. In all other cases, the Terminal Supervisor may request that an appointing authority remove material two (2) years after issuance.

- A. Written reprimands will be removed from the Terminal Supervisor's personnel file after two (2) years if:
1. The Terminal Supervisor submits a written request for its removal;
 2. Egregious circumstances do not warrant a longer retention period and
 3. There has been no subsequent discipline.

Such removal will occur within ten (10) working days of the request.

- B. With the exception of permanent demotions, records of disciplinary actions involving reduction-in-pay, suspensions or demotions, shall be removed after five (5) years if:
1. The Terminal Supervisor submits a written request for its removal;
 2. Egregious circumstances do not warrant a longer retention period; or
 3. There has been no subsequent discipline of a similar nature.

Such removal will occur within ten (10) working days of the request.

- C. Performance evaluations will be removed from the Terminal Supervisor's personnel file after three (3) years if:
1. There have been no documented performance deficiencies in a subsequent performance evaluation; and
 2. The Terminal Supervisor submits a written request for its removal.

Such removal will occur within ten (10) working days of the request.

Nothing in this Article will prevent the Employer from agreeing to an earlier removal date.

NEW ARTICLE PERSONNEL RECORDS

*This Article has been modified by an [MOU](#) dated October 19, 2020.

- A. There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the Employer. Terminal Supervisors must be provided with a copy of all material placed in their official personnel file.
- B. The Employer may also maintain a supervisor's working file for each employee. Terminal Supervisors must be provided with a copy of all material placed in supervisor's working file. Material placed into the supervisor's working file related

to job performance will be brought to the Terminal Supervisor's attention. The Terminal Supervisor may submit a written rebuttal to any information in the file that the Terminal Supervisor considers objectionable. All material placed in the supervisory working file relating to misconduct will be removed when the Terminal Supervisor has been exonerated of wrong doing. In all other cases, the Terminal Supervisor may request that an appointing authority or designee remove material after one (1) year unless circumstances warrant otherwise. Upon request of the employee, the appointing authority or designee will provide the reasons for not removing the material.

APPENDIX A - COSTS AND WAGES

This Appendix contains the wage rates* for the following Terminal Supervisor positions:

*The hourly wage rate for the Retired On-Call Supervisor shall be the same hourly rate as the Supervisor plus an additional five dollars and forty four cents (\$5.44) per hour.

A. Effective July 1, 2019 (Increase of three percent [3%])

	Rate:
Supervisor	\$42.43
On-Call Supervisor	\$42.43
Probationary Supervisor	\$42.43
Probationary On-Call Supervisor	\$42.43
Retired On-Call Supervisor	\$47.87
Relief Supervisor	\$49.85
Administratively Assigned Supervisor	\$49.85

B. Effective July 1, 2020 (Increase of three percent [3%])

	Rate:
Supervisor	\$43.70
On-Call Supervisor	\$43.70
Probationary Supervisor	\$43.70
Probationary On-Call Supervisor	\$43.70
Retired On-Call Supervisor	\$49.14
Relief Supervisor	\$51.35
Administratively Assigned Supervisor	\$51.35

Penny Rounding Differences

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

Schedule A

A	Schedule A	Anacortes	Bremerton	Mukilteo	Clinton	Edmonds	Kingston	Fauntleroy	Vashon	Southworth	Pt. Defiance	Tahlequah	Pier 52	Bainbridge	Pt. Townsend	Coupeville	WSF 2901 Bldg.
Anacortes	Time		2.7	1.4	1.6	1.6	2	1.9	2.3	2.6	2.5	2.8	1.7	2.3	1.6	1.1	1.7
	Miles		84	66	66	76	76	93	93	93	124	124	84	84	43	43	84
Bremerton	Time	2.7		1.7	2.1	1.2	0.7	1.2	0.7	0.5	0.8	1	1	0.7	1.2	1.7	1.1
	Miles	84		47	47	28	28	17	17	17	32	32	0	31	50	50	2
Mukilteo	Time	1.4	1.7		0.3	0.5	1	0.9	1.2	1.6	1.4	1.7	0.6	1.5	1.4	0.9	0.7
	Miles	66	47		0	19	19	35	35	35	66	66	27	41	26	26	26
Clinton	Time	1.6	2.1	0.3		0.9	1.4	1.2	1.6	1.9	1.7	2	0.9	1.8	1.1	0.6	1
	Miles	66	47	0		19	19	35	35	35	66	66	27	41	26	26	26
Edmonds	Time	1.6	1.2	0.5	0.9		0.5	0.7	1.1	1.4	1.2	1.5	0.5	1	1.4	1.4	0.5
	Miles	76	28	19	19		0	26	26	26	57	57	18	22	35	45	17
Kingston	Time	2	0.7	1	1.4	0.5		1.6	1.1	0.9	1.2	1.5	1.1	0.5	0.9	1.4	1
	Miles	76	28	19	19	0		40	40	40	56	56	22	22	35	35	17
Fauntleroy	Time	1.9	1.2	0.9	1.2	0.7	1.6		0.3	0.7	1	1.3	0.3	0.9	2.1	1.8	0.3
	Miles	93	17	35	35	26	40		0	0	44	44	8	8	62	61	10
Vashon	Time	2.3	0.7	1.2	1.6	1.1	1.1	0.3		0.2	0.7	0.4	0.6	1.2	1.6	2.1	0.7
	Miles	93	17	35	35	26	40	0		0	14	14	8	43	62	61	10
Southworth	Time	2.6	0.5	1.6	1.9	1.4	0.9	0.7	0.2		0.7	0.6	1	1	1.4	2.5	1
	Miles	93	17	35	35	26	40	0	0		31	14	8	43	62	61	10
Pt. Defiance	Time	2.5	0.8	1.4	1.7	1.2	1.2	1	0.7	0.7		0.3	0.9	1.2	1.7	2.3	0.9
	Miles	124	32	66	66	57	56	44	14	31		0	41	58	77	92	42
Tahlequah	Time	2.8	1	1.7	2	1.5	1.5	1.3	0.4	0.6	0.3		1	1.6	2	2.5	1.1
	Miles	124	32	66	66	57	56	44	14	14	0		22	57	76	75	24
Pier 52	Time	1.7	1	0.6	0.9	0.5	1.1	0.3	0.6	1	0.9	1		0.6	1.7	1.5	0.1
	Miles	84	0	27	27	18	22	8	8	8	41	22		0	46	53	2
Bainbridge	Time	2.3	0.7	1.5	1.8	1	0.5	0.9	1.2	1	1.2	1.6	0.6		1.1	1.6	0.7
	Miles	84	31	41	41	22	22	8	43	43	58	57	0		46	46	2
Pt. Townsend	Time	1.6	1.2	1.4	1.1	1.4	0.9	2.1	1.6	1.4	1.7	2	1.7	1.1		0.5	1.8
	Miles	43	50	26	26	35	35	62	62	62	77	76	46	46		0	48
Coupeville	Time	1.1	1.7	0.9	0.6	1.4	1.4	1.8	2.1	2.5	2.3	2.5	1.5	1.6	0.5		1.6
	Miles	43	50	26	26	45	35	61	61	61	92	75	53	46	0		52
WSF 2901 Bldg.	Time	1.7	1.1	0.7	1	0.5	1	0.3	0.7	1	0.9	1.1	0.1	0.7	1.8	1.6	
	Miles	84	2	26	26	17	17	10	10	10	42	24	2	2	48	52	

Travel Time is measured in 1/10th of an hour

Schedule D (To be used only with prior management approval)

D	Schedule D	Anacortes	Bremerton	Mukilteo	Clinton	Edmonds	Kingston	Fauntleroy	Vashon	Southworth	Pt. Defiance	Tahlequah	Pier 52	Bainbridge	Pt. Townsend	Coupeville	WSF 2901 Bldg.
Anacortes	Time		2.9	A	A	A	3.3	A	3.0	2.9	A	A	A	3.4	3.9	A	3.5
	Miles		149	A	A	A	171	A	147	147	A	A	A	177	195	A	177
Bremerton	Time	2.9		1.9	3.9	1.7	A	1.5	A	A	A	A	1.4	A	A	3.5	0.7
	Miles	149		91	195	82	A	69	A	A	A	A	66	A	A	72	32
Mukilteo	Time	A	1.9		2.4	A	2.3	A	2	1.8	A	A	A	2.3	2.8	1.9	2.4
	Miles	A	91		113	A	114	A	89	89	A	A	A	117	137	89	118
Clinton	Time	A	3.9	2.4		2.5	4.3	2.9	4.2	3.9	3.4	A	2.6	4.3	4.8	A	4.4
	Miles	A	195	113		122	218	138	193	193	170	A	130	221	240	A	222
Edmonds	Time	A	1.7	A	2.5		2.1	A	1.9	1.7	A	A	A	2.2	2.7	2.1	2.2
	Miles	A	82	A	122		105	A	80	80	A	A	A	109	128	99	110
Kingston	Time	3.3	A	2.3	4.3	2.1		2.1	A	A	A	A	1.8	A	A	3.9	0.5
	Miles	171	A	114	218	105		96	A	A	A	A	89	A	A	195	17
Fauntleroy	Time	A	1.5	A	2.9	A	2.1		1.6	1.4	A	A	A	2.1	2.5	2.4	2
	Miles	A	69	A	138	A	96		67	67	A	A	A	98	115	115	96
Vashon	Time	3	A	2	4.2	1.9	A	1.6		A	1	A	1.5	A	A	3.6	1.2
	Miles	147	A	89	193	80	A	67		A	31	A	64	A	A	170	44
Southworth	Time	2.9	A	1.8	3.9	1.7	A	1.4	A		A	A	1.3	A	A	3.4	1
	Miles	147	A	89	193	80	A	67	A		A	A	64	A	A	170	44
Pt. Defiance	Time	A	A	A	3.4	A	A	A	1	A		A	A	A	A	3	1.2
	Miles	A	A	A	170	A	A	A	31	A		A	A	A	A	147	59
Tahlequah	Time	A	A	A	A	A	A	A	A	A	A		A	A	A	A	1.7
	Miles	A	A	A	A	A	A	A	A	A	A		A	A	A	A	58
Pier 52	Time	A	1.4	A	2.6	A	1.8	A	1.5	1.3	A	A		1.8	2.3	2.2	1.9
	Miles	A	66	A	130	A	89	A	64	64	A	A		92	111	107	93
Bainbridge	Time	3.4	A	2.3	4.3	2.2	A	2.1	A	A	A	A	1.8		A	3.9	0.1
	Miles	177	A	117	221	109	A	98	A	A	A	A	92		A	199	0
Pt. Townsend	Time	3.9	A	2.8	4.8	2.7	A	2.5	A	A	A	A	2.3	A		4.4	1.1
	Miles	195	A	137	240	128	A	115	A	A	A	A	111	A		217	46
Coupeville	Time	A	3.5	1.9	A	2.1	3.9	2.4	3.6	3.4	3	A	2.2	3.9	4.4		4
	Miles	A	172	89	A	99	195	115	170	170	147	A	107	199	217		199
WSF 2901 Bldg.	Time	3.5	0.7	2.4	4.4	2.2	0.5	2	1.2	1	1.2	1.7	1.9	0.1	1.1	4	
	Miles	177	32	118	222	110	17	96	44	44	59	58	93	0	46	199	

Travel Time is measured in 1/10th of an hour

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
FERRY AGENTS, SUPERVISORS AND PROJECT ADMINISTRATOR'S ASSOCIATION
(FASPAA)**

**Temporary Layoff Opportunities Through the ESD SharedWork Program to Address
Budget Issues**

Section 1 - Scope of application and employee considerations

The parties agree that to address the serious budget shortfall facing Washington State, the employer will use the process set out below to furlough bargaining unit employees.

Furloughed employees who participate in the ESD SharedWork Program up through July 25, 2020, may qualify to receive additional unemployment assistance for each week they are in temporary layoff status and are receiving unemployment compensation. To assist employees who are subject to the temporary layoffs outlined in this MOU, the employer agrees to work with the Employment Security Department to arrange for educational guidance and assistance with the application process for the SharedWork program and assistance with applying for unemployment benefits for which they may be eligible. During the term of this MOU some employee performance measures may require consideration for an adjustment proportionate to the number of work days spent in temporary layoff status.

Section 2 - Voluntary furlough option

Effective immediately, the Washington State Department of Transportation, Ferries Division (WSF/DOT) will apply for participation in the SharedWork program and begin soliciting volunteers for temporary layoffs for a minimum of one day per week for all eligible employees. Employee requests for voluntary furloughs will be contingent upon agency approval.

Section 3 – Employer-directed furloughs through July 25, 2020

The employer will designate one day per week to furlough eligible positions beginning no later than June 28, 2020 and continuing through July 25, 2020. This initial requirement for each eligible employee to be furloughed one day per week will cease on July 25, 2020.

Section 4 – Employer-directed furloughs from August 1, 2020 through November 30, 2020

Beginning August 1, 2020, WSF/DOT may designate ongoing furloughs of 1 day per month, however, adjustments may be made based on budget outlook and other budget factors as they become known, and will satisfy bargaining obligations where applicable.

Section 5

In administering the assignment of Employer-directed furloughs the employer will strive to identify the largest employee pool possible in order to spread the burden of salary reductions over the widest population while also taking into consideration the operational and service delivery requirements of the agencies.

The parties agree that - should additional furloughs beyond the days set out above be required - the state shall provide notice of its intent to do so and will satisfy its bargaining obligations. In addition to the provisions outlined above, the parties agree to continued discussions on or after July 1, 2020 to identify options to address budget issues during the next biennium.

Dated: June 18, 2020

For the State:

For the Union:

/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

/s/
Dennis Duff, President
FASPAA

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
FERRY AGENTS, SUPERVISORS AND PROJECT ADMINISTRATOR’S ASSOCIATION
(FASPAA)

This Memorandum of Understanding (MOU) by and between the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer), and the Ferry Agents, Supervisors and Project Administrator’s Association (FASPAA), is regarding the early implementation of the following language that was tentatively agreed to during the 2021-2023 successor negotiations:

Article 17 Overtime

17.09 When overtime is needed at a terminal, the supervisors that are seasonally assigned to that terminal will be given first preference when dispatching the overtime. If the overtime shift is not accepted by the seasonally assigned supervisor, the overtime will then be offered to the Relief Supervisors by availability. If the overtime is still not accepted, the overtime will then be offered to the On-Call Supervisors by availability. Once a supervisor has accepted an overtime shift for the week, the next available overtime shift shall be dispatched to the next supervisor as described above. The intent is to spread out the overtime as equitably as possible.

Implementation of the above language shall be completed as soon as is practicable.

Dated: October 19, 2020

For the State:

For the Union:

_____/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

_____/s/
Dennis Duff, President
FASPAA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
FERRY AGENTS, SUPERVISORS AND PROJECT ADMINISTRATOR’S ASSOCIATION
(FASPAA)**

This Memorandum of Understanding (MOU) by and between the Washington State Office of Financial Management, State Human resources, Labor Relations Section (Employer), and the Ferry Agents, Supervisors and Project Administrator’s Association (FASPAA), is regarding the early implementation of Tentative Agreements (TAs) as negotiated and agreed to by the parties during the parties negotiations for the 2021-2023 biennium.

The parties agree to the early implementation of the following Articles:

Article #11 - Peer Review Committee

Article #16 - Hours of Work

Article #25 - Sick Leave

Article #37 - Dispatch

New Article – Discipline

New Article - Personnel Records

Implementation of the above referenced Articles (TAs attached) shall be completed as soon as is practicable.

Dated: October 19, 2020

For the State:

For the Union:

/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

/s/
Dennis Duff, President
FASPAA

ARTICLE 11
PEER REVIEW COMMITTEE

- 11.01** The Employer and the Union recognize the value of a collaborative process to help all employees perform at or above standard. When management identifies an employee whose level of job performance is below standard, management shall select a member of the PRC to mentor and ~~correct~~ coach the employee. The Employer and the mentor will meet and discuss the areas needing improvement and will be a written improvement plan will be provided ~~outlined in writing and given to the PRC member and the employee prior to the coaching session, giving ample time for the mentor to prepare.~~ 's job performance. Management has the right to utilize the disciplinary process with just cause immediately for violations of the WSDOT Ferries Division Code of Conduct.
- 11.02** The Committee shall meet a minimum of once per year with management to establish procedures for its operation. Members of the PRC shall receive applicable pay when providing services for the PRC.

Dated: June 11, 2020

For the State:

For the Union:

/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

/s/
Dennis Duff, President
FASPAA

ARTICLE 16

HOURS OF EMPLOYMENT

16.01 The principle of the eight (8) hour day is hereby established. No work schedule shall have less than eight (8) hours off between scheduled shifts except as provided by (C) below:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; or
- C. Any other agreed upon work schedule between the Employer and affected Supervisors and the Union.

16.02 Overtime for year around employees shall be paid whenever the employee performs work in excess of the scheduled shifts as specified above, except where noted elsewhere in the Agreement.

16.03 The Employer's Director of Marine Operations and the Union's Executive Director will meet as requested by either party, to review terminal activity, such as construction, impacting employee schedules and their sailing schedule commute times. The Employer will determine schedules, in accordance with its management rights, as set forth in [Section 4.01](#) of this CBA.

16.04 **Scheduling Committee Meetings**

The Union shall name two (2) employees to a committee whose sole purpose will be to examine terminal schedules and recommend improvements therein to the Employer. The said committee will meet at least one (1) time a year prior to the implementation of the year round bidding, and as needed thereafter. Union members will be paid for eight (8) hours at their regular straight-time rate of pay for each committee meeting. Committee meetings will be scheduled to allow time for travel within the eight (8) hour shift. Mileage will be paid as is appropriate. If management extends the committee meeting time, then travel time will be paid as appropriate.

16.05 [Seasonal supervisors may flex up or down one-half \(1/2\) hour or less in order to administrate operations in concert with the sailing schedule without incurring overtime. This change of hours will be done on a consecutive basis, and is not intended for daily flexing of the shift.](#)

16.06 [If a Supervisor is dispatched to a terminal where the first sailing on the route does not allow the Supervisor to start the shift on time, the Supervisor shall take the first sailing and adjust their shift accordingly. Alternatively, at the discretion of the Terminal Manager, the Supervisor may use "Schedule D."](#)

Dated: May 7, 2020

For the State:

_____/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:

_____/s/
Dennis Duff, President
FASPAA

ARTICLE 25

SICK LEAVE

25.01

- A. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month shall accrue eight (8) hours of sick leave credit for each completed month. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth (90th) calendar day after the commencement of their employment.
- B. Sick leave accruals for full-time employees in overtime-eligible positions who are in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time and/or temporary employees shall be computed on an hourly basis, based on the ratio of hours worked to normal straight-time hours worked by regular full-time employees during those periods, up to a maximum of eight (8) hours in a month.
- C. Non-year round employees shall be paid sick leave at the rate of pay indicated by the classification they have been assigned to.

25.02 Vacation Leave Used in Lieu of Sick Leave

An employee may, at the employee's option, use vacation leave or compensatory time in lieu of sick leave but may not use sick leave in lieu of vacation leave or compensatory time.

25.03 Sick Leave Use

Through the Employer, sick leave may be claimed from the accumulated days of credit for any employee for the following reasons:

- A. For illness or injury which incapacitates employees to the extent that they are unable to perform their work and for the reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#);
- B. In accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; health-related reason, as defined in [WAC 296-128-600 \(8\)](#), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material; and health-related reason does not include closure for inclement weather;
- C. For the period of time that an employee is sick or temporarily disabled because of pregnancy or childbirth, in accordance with terms set forth in this Article;
- D. Leave for Family Military Leave as required by [RCW 49.77](#);
- E. Leave for Domestic Violence Leave as required by [RCW 49.76](#); and

- F. Care of family members as required by the Family Care Act, [WAC 296-130](#) and the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).

25.04 Death in Employee's Immediate Family

Sick leave up to ten (10) days in any one instance may be claimed and taken for a death in the immediate family, or to attend the funeral of a member of the employee's family, which shall include the following relatives:

Any relative living in the employee's household, as well as the employee's wife, husband, state registered domestic partner, parent, grandparent, brother, sister, children of the employee, grandchild, aunt, uncle, father-in-law, son-in-law, daughter-in-law, mother-in-law, brother-in-law, sister-in-law, and step children. The Employer may extend such sick leave upon reasonable request.

25.05 Extension of Wages

Whenever an employee is injured or contracts a contagious or infectious disease in the line of duty, the employee's wages may be extended by the Employer.

25.06 Illness in Employee's Family

See the preceding Subsection of 25.03 F.

25.07 Sick Leave Certification and Verification

The Employer may request, at its option, a verifying statement from the employee's doctor to support sick leave claims. If medical certification or verification is required for overtime-eligible employees, it shall be in accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#) and [WAC 296-128](#).

25.08 Compensation from Other Sources

No sick leave claims shall be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time loss payments (Workers Compensation), wage loss benefits under a health and welfare benefit trust.

25.09 Transfer

All accumulated sick leave credits shall follow any employee who is transferred to another department of the State of Washington.

25.10 Loss of Sick Leave on Separation

Each employee's sick leave credit days are cancelled automatically upon the employee's separation from service. Separated employees do not receive sick leave credit for the month in which they separate unless they work at least eighty-four (84) hours in the month.

25.11 Reinstatement of Sick Leave Balance

All accumulated sick leave may be restored when a previously separated employee is re-employed on a permanent basis within five (5) years of leaving state service.

25.12 Extension of Sick Leave

Sick leave may be extended by the Employer after all accumulated sick leave is used when an employee is injured in the line of duty (except when covered by industrial

insurance) or contracts a contagious or infectious disease through exposure to such disease in the line of duty.

25.13 Sick Leave Buy-Out Upon Death or Retirement

Sick leave buy-out upon death or retirement shall be allowed to the extent allowed under applicable statutes.

25.14 Voluntary Employees Beneficiary Association (VEBA)

In accordance with state and federal laws, the bargaining unit has agreed to form a VEBA (tax free medical spending accounts) funded by the retiree's sick leave cash out in accordance with Section 25.13, above. Should the bargaining unit wish to conduct a vote to determine whether a VEBA will continue for the next year, the Union must notify the Employer in writing by July 1st.

25.15 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

25.16 Use of Sick Leave in Lieu of Vacation

In the event that an employee becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, the employee may use sick leave in lieu of vacation days for the period of such illness, injury, or incapacity.

Dated: May 7, 2020

For the State:

For the Union:

_____/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

_____/s/
Dennis Duff, President
FASPAA

ARTICLE 37 DISPATCH RULES

37.01 Relief Supervisors

~~Whenever possible, Relief Supervisors shall be dispatched select by seniority weekly monthly assignments of up to~~ forty (40) hours shifts from all open 40 hour block vacancies. The selection will be made prior to the 15th of the previous month. Once the selection is made, it cannot be changed without the mutual agreement between the Employer and the Employee. The intent is to have the Relief Supervisor provide consistency at the same terminal for the entire week, knowing this might not always be possible. All Relief Supervisors will be scheduled forty (40) hours before any activated On-Call Supervisors. ~~or Retired On-Call Supervisors are dispatched. When assigned to work at a terminal other than the Relief Supervisor's home terminal, the Employer will make every effort to assign the Relief Supervisors in a way that evenly balances travel distance.~~

~~37.02 Retired On-Call Supervisors~~

~~Retired On-Call Supervisors are not eligible to bid on seasonal or temporary year round openings unless there are no other available active or inactive supervisors.~~

~~37.02~~ 37.03 Process for Dispatch of On-Call Supervisors

A. Weekly On-Call Dispatch

On-Call Supervisors will be dispatched in order of supervisor seniority. Except for incidents of same day coverage requirements, each On-Call Supervisor will be offered work up to forty (40) hours in a calendar week before offering work to the next supervisor on the list. ~~Retired On-Call Supervisors will remain at the bottom of the On-Call pool below all On-Call Supervisors, and will be dispatched only after all On-Call Supervisors have reached their full utilization.~~

B. No Obligation to Dispatch if Results in Overtime

There is no obligation to dispatch any Supervisor in the On-Call pool to any classification for any amount of time that would require the payment of the overtime rate of pay.

37.04 On-Call Pool Placement

Upon initial acceptance into the On-Call pool, individuals shall be placed below current On-Call Supervisors.

Upon return from seasonal assignment, individuals shall retain their original order of rotation.

Dated: August 6, 2020

For the State:

/s/
Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:

/s/
Dennis Duff, President
FASPAA

ARTICLE XX
DISCIPLINE

XX.01 The Employer will not issue discipline without just cause.

XX.02 Video Monitoring/Security Equipment/Key Boxes

Information obtained by means of Video Monitoring/Security Equipment/Keybox devices at WSDOT Ferries Division facilities will not be used to initiate or pursue any disciplinary action against a Terminal Supervisor, except where there is an initiating event such as a complaint, accident, incident or infraction in cases involving criminal activity.

XX.03 Removal of Documents

All material placed in the Terminal Supervisor's personnel file relating to misconduct will be removed when the Terminal Supervisor has been exonerated of wrong doing at the request of the employee. In all other cases, the Terminal Supervisor may request that an appointing authority remove material two (2) years after issuance.

A. Written reprimands will be removed from the Terminal Supervisor's personnel file after two (2) years if:

1. The Terminal Supervisor submits a written request for its removal;
2. Egregious circumstances do not warrant a longer retention period and
3. There has been no subsequent discipline.

Such removal will occur within ten (10) working days of the request.

B. With the exception of permanent demotions, records of disciplinary actions involving reduction-in-pay, suspensions or demotions, shall be removed after five (5) years if:

1. The Terminal Supervisor submits a written request for its removal;
2. Egregious circumstances do not warrant a longer retention period; or
3. There has been no subsequent discipline of a similar nature.

Such removal will occur within ten (10) working days of the request.

C. Performance evaluations will be removed from the Terminal Supervisor's personnel file after three (3) years if:

1. There have been no documented performance deficiencies in a subsequent performance evaluation; and
2. The Terminal Supervisor submits a written request for its removal.

Such removal will occur within ten (10) working days of the request.

Nothing in this Article will prevent the Employer from agreeing to an earlier removal date.

Dated: July 1, 2020

For the State:

/s/

Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

For the Union:

/s/

Dennis Duff, President
FASPAA

NEW ARTICLE
PERSONNEL RECORDS

- A. There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the Employer. Terminal Supervisors must be provided with a copy of all material placed in their official personnel file.
- B. The Employer may also maintain a supervisor's working file for each employee. Terminal Supervisors must be provided with a copy of all material placed in supervisor's working file. Material placed into the supervisor's working file related to job performance will be brought to the Terminal Supervisor's attention. The Terminal Supervisor may submit a written rebuttal to any information in the file that the Terminal Supervisor considers objectionable. All material placed in the supervisory working file relating to misconduct will be removed when the Terminal Supervisor has been exonerated of wrong doing. In all other cases, the Terminal Supervisor may request that an appointing authority or designee remove material after one (1) year unless circumstances warrant otherwise. Upon request of the employee, the appointing authority or designee will provide the reasons for not removing the material.

Dated: October 5, 2020

For the State:

For the Union:

/s/

Siobhan Murphy, Labor Negotiator
OFM/SHR/Labor Relations

/s/

Dennis Duff, President
FASPAA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
FERRY AGENTS, SUPERVISORS AND PROJECT ADMINISTRATOR’S ASSOCIATION
(FASPAA)**

COVID-19 Response –Seniority Protection for High Risk Leave Without Pay

Whereas, on February 29, 2020, Governor Inslee issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in the state of Washington and;

Whereas, A subsequent Proclamation, 20-46.1, was issued providing guidance to address the high risk COVID-19 poses to our most vulnerable populations and;

Whereas, Proclamation 20-46.1 requires employers to provide accommodation to high risk workers to protect them from risk of exposure and permit an employee to utilize leave options free from risk of adverse employment action and;

Whereas, Proclamation 20-46.1 also prohibits all public employers in Washington State and labor unions representing employees in Washington State from applying or enforcing any employment contract provisions that contradict or otherwise interfere with the prohibitions and the intent of the Proclamation and;

Whereas, the parties to this MOU agree that in order to meet the requirements stated within Proclamation 20-46.1, revisions to the collective bargaining agreement between the State of Washington and the Ferry Agents, Supervisors and Project Administrator’s Association are required.

Therefore, the parties agree to modify Article 21, Section 21.11 as follows:

21.11 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 them from performing the essential job functions. Such leave shall be granted to the employee upon presentation of a certificate on the appropriate WSDOT Ferries Division form, from a licensed physician, confirming the FASPAA 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 termination. After the year, the employee’s seniority is frozen and the seniority date adjusted if the employee returns to work. There will be no impact to an employee’s seniority date if the leave has been authorized by a governor’s proclamation directly related to health and safety. ~~But if~~ In no event shall the employee be extended leave beyond eighteen (18) months of total leave. Employees with ten (10) years of service after one (1) year of a nonoccupational medical leave shall be assigned to layoff status which shall continue for two (2) years within which the employee shall be given

first right of return to an open position after the employee proves their capability to perform as established by a positive Essential Job Functions (EJF) as provided in this Section

This agreement shall be effective upon the date specified below and will remain in effect through June 30, 2021

Dated March 18, 2021

For the Employer

For the Union

/s/

/s/

Siobhan Murphy, Labor Negotiator
OFM/State Human Resources

Dennis Duff, President
FASPAA

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, 2019.

For the Ferry Agents, Supervisors, and Project Administrators Association, FASPAA:

_____/s/
Dennis Duff, President
FASPAA

For the State of Washington:

_____/s/
Jay Inslee
Governor

_____/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

_____/s/
Valerie Inforzato, Lead Negotiator
OFM/SHR, Labor Relations Section