

---

---

# **COLLECTIVE BARGAINING AGREEMENT**

---

---



**THE STATE OF WASHINGTON**

**AND**

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

**EFFECTIVE**

**JULY 1, 2021 THROUGH JUNE 30, 2023**

---

---



**2021-2023**

---

---



**FERRY AGENTS, SUPERVISORS AND PROJECT ADMINISTRATOR’S  
ASSOCIATION (FASPAA)  
2021-2023**

---

<b>PREAMBLE</b>	
<b>ARTICLE 1 DEFINITIONS</b>	<b>1</b>
<b>ARTICLE 2 RECOGNITION</b>	<b>3</b>
<b>ARTICLE 3 SCOPE</b>	<b>3</b>
<b>ARTICLE 4 MANAGEMENT RIGHTS</b>	<b>4</b>
4.03 Venue for Discipline	4
<b>ARTICLE 5 STRIKES, WORK STOPPAGES AND LOCKOUTS</b>	<b>4</b>
<b>ARTICLE 6 NON-DISCRIMINATION</b>	<b>5</b>
<b>ARTICLE 7 UNION DUES/FEES DEDUCTIONS</b>	<b>5</b>
<b>ARTICLE 8 UNION STEWARDS</b>	<b>6</b>
<b>ARTICLE 9 VISITATION</b>	<b>6</b>
<b>ARTICLE 10 LABOR-MANAGEMENT COMMITTEE</b>	<b>6</b>
<b>ARTICLE 11 PEER REVIEW COMMITTEE (PRC)</b>	<b>8</b>
<b>ARTICLE 12 DEFINITION OF TERMINAL SUPERVISORS</b>	<b>8</b>
<b>ARTICLE 13 SELECTION OF TERMINAL SUPERVISORS</b>	<b>9</b>
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
<b>ARTICLE 14 PROBATIONARY PERIODS</b>	<b>11</b>
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	11
14.05 Return Rights of Probationary Terminal Supervisor	11
14.06 Length of Administrative Assignments for Probationary Terminal Supervisors	12
<b>ARTICLE 15 CLASSIFICATIONS AND RATES OF PAY</b>	<b>12</b>
<b>ARTICLE 16 HOURS OF EMPLOYMENT</b>	<b>12</b>
16.04 Scheduling Committee Meetings	12
<b>ARTICLE 17 OVERTIME</b>	<b>13</b>
17.04 Overtime Unavailability	14
17.06 Work-Related Phone Calls	14
17.11 Overtime Pyramiding Prohibited	15
<b>ARTICLE 18 RELIEFS AND HOME TERMINALS</b>	<b>15</b>
18.02 Terminal Supervisors Working Multiple Terminals	15
18.03 Relief Supervisor Assigned Terminal	15
18.04 Pay for Relief Supervisors	16
<b>ARTICLE 19 BIDDING PERMANENT AND TEMPORARY POSITIONS</b>	<b>16</b>
19.01 Shift Changes Requiring Re-Bidding	16
19.02 Supervisor Assignments Open for Bid at least Every Four Years	16
19.03 Vacancies Requiring Bidding	16
19.04 On-Call Supervisor Pool	16

<b>ARTICLE 20 SENIORITY AND ASSIGNMENTS.....</b>	<b>17</b>
20.03 Elimination of Year Round Assignments .....	17
20.04 Establishing Seniority .....	17
20.07 Inter-Department Transfer .....	18
20.08 Termination of Bargaining Unit Seniority.....	18
20.09 Demotion.....	18
<b>ARTICLE 21 EMPLOYMENT STATUS OF EMPLOYEES ON LEAVES (PAID OR UNPAID) ...</b>	<b>18</b>
21.01 Employment Status .....	18
21.02 Termination of Employment.....	18
21.03 Leave Time Defined and Approved in Advance .....	19
21.04 Return from Leave .....	19
21.05 No Accrual .....	19
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.....	20
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.....	21
<b>ARTICLE 22 HOLIDAYS .....</b>	<b>22</b>
22.01 Paid Holidays .....	22
<b>ARTICLE 23 COMPENSATORY TIME .....</b>	<b>24</b>
<b>ARTICLE 24 VACATION LEAVE.....</b>	<b>24</b>
24.02 Vacation Leave Accrual.....	25
24.03 Vacation Leave Accrual Rate Schedule.....	25
24.04 Vacation Scheduling Committee .....	25
<b>ARTICLE 25 SICK LEAVE .....</b>	<b>28</b>
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.....	29
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
<b>ARTICLE 26 MISCELLANEOUS LEAVE (JURY DUTY, SUBPOENA, RESERVE ARMY SERVICES).....</b>	<b>30</b>
26.01 Jury Duty.....	30
26.02 Work Related Hearings.....	31

26.03 Military Leave.....	31
26.04 Leave for Education or Other Employment.....	31
<b>ARTICLE 27 WORKING CONDITIONS.....</b>	<b>31</b>
<b>ARTICLE 28 DISCIPLINE.....</b>	<b>32</b>
<b>ARTICLE 29 PERSONNEL RECORDS.....</b>	<b>34</b>
<b>ARTICLE 30 PENALTY PAY AND DRUG AND ALCOHOL CERTIFICATION.....</b>	<b>34</b>
<b>ARTICLE 31 HEALTH CARE BENEFITS AMOUNTS.....</b>	<b>35</b>
31.03 Wellness.....	35
31.05 Medical Flexible Spending Arrangement.....	36
<b>ARTICLE 32 HEALTH AND SAFETY.....</b>	<b>37</b>
<b>ARTICLE 33 TRAVEL, MILEAGE PAY, MEAL DISCOUNTS, AND PARKING.....</b>	<b>37</b>
<b>ARTICLE 34 ALLOWANCE FOR TRAINING.....</b>	<b>39</b>
<b>ARTICLE 35 STANDARD DRESS.....</b>	<b>39</b>
<b>ARTICLE 36 PASSES.....</b>	<b>40</b>
<b>ARTICLE 37 SEVERANCE PAY.....</b>	<b>41</b>
<b>ARTICLE 38 DISPATCH RULES.....</b>	<b>41</b>
38.01 Relief Supervisors.....	41
38.02 Process for Dispatch of On-Call Supervisors.....	41
38.03 On-Call Pool Placement.....	42
<b>ARTICLE 39 GRIEVANCE PROCEDURE.....</b>	<b>42</b>
39.02 Terms and Requirements.....	42
39.03 Filing and Processing.....	44
39.04 Successor Clause.....	46
<b>ARTICLE 40 SAVINGS.....</b>	<b>46</b>
<b>ARTICLE 41 MANDATORY SUBJECTS.....</b>	<b>46</b>
41.02 Negotiations.....	47
<b>ARTICLE 42 TIME, LEAVE, AND ATTENDANCE.....</b>	<b>47</b>
<b>ARTICLE 43 TERM OF AGREEMENT.....</b>	<b>47</b>

**APPENDICES**

---

<b>APPENDIX A.....</b>	<b>A-1</b>
Cost and Wages	
<b>SCHEDULE A.....</b>	<b>A-2</b>
<b>SCHEDULE D.....</b>	<b>A-3</b>

**MEMORANDUM OF UNDERSTANDING**

---

<b>A. BASE RATE OF PAY.....</b>	<b>M-1</b>
<b>B. VACCINE MANDATE.....</b>	<b>M-2</b>
<b>C. 2023 GENERAL WAGE INCREASE.....</b>	<b>M-7</b>
<b>D. VACCINE REQUIRMENT.....</b>	<b>M-9</b>

**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 legally married persons 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 (15<sup>th</sup>) day of each calendar month, or compensation earned during the sixteenth (16<sup>th</sup>) 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/FEE 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 36](#), 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 (PRC)**

**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 provide 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 who are assigned to IBU work will receive Guaranteed Time (GT) at the IBU pay rate for IBU work. 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.

## **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. 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 current WSDOT Ferries Division terminal employees.
  - 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**

**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**

**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 (2) 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 one (1) hour 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 34.01](#) 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 33.01](#) 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 38](#), Dispatch Rules. On-Call



Supervisors 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 (FMLA), Washington State Paid Family and Medical Leave (PFML) 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 or PFML.

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. 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. 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 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 EJP 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.

**21.15 Washington State Paid Family and Medical Leave (PFML) Program**

- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) Program (RCW 50A) is in effect and eligibility for and approval for leave for purposes as described under that Program shall be in accordance RCW 50A.
- B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- C. Employees may designate vacation leave, compensatory time or sick leave as a supplemental benefit under the PFML, [RCW 50A](#). The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under [RCW 50A](#) before approving vacation leave as a supplemental benefit.
- D. The Employer will deduct premium amounts from the wages of each employee in accordance with [RCW 50A.10.030](#). The employer will not pay any portion of the employee's share of the premium for family leave or medical leave benefits, or both.

**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
Juneteenth	June 19
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
<b>Holiday</b>	<b>Date</b>
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:

<b>Months or Years of Service</b>	<b>Hours per Total Months or per Year</b>
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)
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 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**

- 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 (90<sup>th</sup>) 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 spouse, state registered domestic partner, parent or parent's sibling, grandparent, sibling, children of the employee, grandchild, in-laws (parent, sibling, child), 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 1<sup>st</sup>.

**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 31<sup>st</sup> 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. 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.
- 27.09** Before the Employer changes any supervisor schedules that would constitute a shift change, the Union shall name two (2) employees to a committee whose sole purpose is to examine the proposed changes, and recommend improvements to the Employer. The said committee will meet at least one (1) time a year prior to the implementation of a system-wide bid, and as needed. Union members will be paid eight (8) hours at the 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 time, then travel time will be paid as appropriate.

## **ARTICLE 28**

### **DISCIPLINE**

- 28.01** The Employer will not issue discipline without just cause.
- 28.02** **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.

**28.03 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 the permanent demotions, records of disciplinary actions involving reductions-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.

**ARTICLE 29**  
**PERSONNEL RECORDS**

- 29.01** 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.
- 29.02** 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.

**ARTICLE 30**  
**PENALTY PAY AND DRUG AND ALCOHOL CERTIFICATION**

- 30.01** 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.
- 30.02** Employees who are drug/alcohol sampling certified on each July 1 will receive a one-time payment of one thousand and five hundred dollars (\$1,500.00). This payment will be dispersed on the July 25 paycheck. This provision will remain in effect unless the certification program is discontinued.
- 30.03** 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.
- 30.04** Terminal Supervisors only administer drug and/or alcohol tests for reasonable suspicion and post-accident incidents.
- 30.05** Breath Alcohol Tester (BAT) equipment will be tested for accuracy by Terminal Supervisors that are certified Accuracy Breath Alcohol technicians.

**ARTICLE 31**  
**HEALTH CARE BENEFITS AMOUNTS**

- 31.01** A. For the 2021-2023 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, 2023.

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

**31.03 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 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.

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

**31.05** **Medical Flexible Spending Arrangement**

- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250.00) 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 (\$50,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
  4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. 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 an FSA is imposed

on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

- E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.

## **ARTICLE 32 HEALTH AND SAFETY**

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

**32.02** The Employer will reimburse employees for possessions lost, not to exceed four hundred dollars (\$400.00) 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 Workers' 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 33 TRAVEL, MILEAGE PAY, MEAL DISCOUNTS, AND PARKING**

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

**33.02** 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.

**33.03** 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.

**33.04** 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.

**33.05** 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 (\$30.00) in retail price meal purchases per employee per day.

**33.06** Employees purchasing meals at a discount shall be required to sign sales slips when served.

**33.07** Shoreside employees working on vessels on the run shall be allowed the same food discount afforded crew members.

**33.08** 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:

<b>Supervisor Parking by Terminal:</b>	<b>Number of Parking Stalls:</b>
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)

**33.09** 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.

**33.10** Supervisors serving on Administrative Assignments shall be provided parking at that location.

## **ARTICLE 34**

### **ALLOWANCE FOR TRAINING**

**34.01** 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 35**

### **STANDARD DRESS**

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

**35.02** 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.

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

## **ARTICLE 36**

### **PASSES**

- 36.01** 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.
- 36.02** 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.
- 36.03** 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.
- 36.04** 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.
- 36.05** 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.
- 36.06** 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.
- 36.07** 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.
- 36.08** 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.

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

### **ARTICLE 37 SEVERANCE PAY**

**37.01** 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.

**37.02** 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 38 DISPATCH RULES**

**38.01** **Relief Supervisors**

Relief Supervisors shall select by seniority monthly assignments of forty (40) hour shifts from all open forty (40) hour block vacancies. The selection will be made prior to the 15<sup>th</sup> 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.

**38.02** **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.

### **38.03 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 39 GRIEVANCE PROCEDURE**

**39.01** 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.

### **39.02 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 39.03](#) 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 their 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.

### **39.03 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 Office of Financial Management State Human Resources Labor Relations Section (LRS) at [labor.relations@ofm.wa.gov](mailto: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 their 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.

**39.04 Successor Clause**

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

**ARTICLE 40  
SAVINGS**

**40.01** 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 41  
MANDATORY SUBJECTS**

**41.01** 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 Office of Financial Management State Human Resources Labor Relations Section (LRS) at [labor.relations@ofm.wa.gov](mailto: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.

**41.02 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 42**

**TIME, LEAVE, AND ATTENDANCE**

- 42.01** 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 43**

**TERM OF AGREEMENT**

- 43.01** This Agreement is the agreement for the period July 1, 2021 through June 30, 2023, except as provided in [RCW 47.64](#).

## APPENDIX A COSTS AND WAGES

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

Effective July 1, 2021 through June 30, 2022:

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

Effective July 1, 2022 through June 30, 2023:

	Rate:
Supervisor	\$45.12
On-Call Supervisor	\$45.12
Probationary Supervisor	\$45.12
Probationary On-Call Supervisor	\$45.12
Relief Supervisor	\$53.02
Administratively Assigned Supervisor	\$53.02

### **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.		
		Time	Miles	Time	Miles	Time	Miles	Time	Miles	Time	Miles	Time	Miles	Time	Miles	Time	Miles	Time	Miles
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	172	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

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

If the Employer agrees to a greater general percentage increase to the base rate of pay for another Washington State Ferries bargaining unit, then that percentage increase to the base rate of pay will also become a part of the Tentative Agreement for this bargaining unit. This MOU does not apply to targeted increases to specific job classes (for example to correct inversion as a result of previous interest arbitration awards), or to base wage increases that occur as a result of interest arbitration awards. This MOU applies solely to the base rate of pay and will not affect any other economic terms of either a Tentative Agreement or of a Collective Bargaining Agreement.

All tentative agreements affected by this MOU will continue to be subject to the applicable provisions of RCW 47.64, including those of financial feasibility determination and funding.

**This MOU will expire on June 30, 2023.**

**Dated: July 30, 2020**

For the State:

For the Union:

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

\_\_\_\_\_/s/\_\_\_\_\_  
Dennis Duff, President  
FASPAA

**B. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE COALITION OF WSF MARINE UNIONS**

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians over the past 18 months, have made a difference and have altered the course of the pandemic in fundamental ways.

COVID-19 vaccines are effective in reducing infection and serious disease, and widespread vaccination is the primary means we have as a state to protect everyone. Widespread vaccination is also the primary means we have as a state to protect our health care system, to avoid the return of stringent public health measures, and to put the pandemic behind us.

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. As a result of the above noted situation, to help preserve and maintain life, health, property or the public peace, all employees of the State of Washington are now required to become fully vaccinated or covered by an exemption in accordance with the [Governor's proclamation 21-14.1](#).

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

1. All employees will take the necessary steps to be fully vaccinated by October 18, 2021, or be approved for an accommodation, unless otherwise authorized under this agreement. The definition of fully vaccinated may include FDA-approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.
2. Employees who have difficulty accessing vaccinations, due their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites with available appointments.
3. **Exemption process**
  - a. The Employer will provide employees with instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be posted immediately to Agency SharePoint systems or secured network drives with an email notice to all staff.
  - b. Employees will inform their supervisor or HR representative, either verbally or in writing, as soon as possible if they wish to request a medical or religious exemption. Employees are encouraged to submit the request no later than Monday, September 13, 2021. However, to the extent that

requests are received after September 13, 2021, agencies will continue with processing requests received up to October 18, 2021. Requests received after this date will not be subject to the provisions contained in Section 9b.

- c. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
- d. Employees whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated by October 18, 2021 or be subject to non-disciplinary separation.
- e. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. This information will only be accessed by the Employer on a need-to-know basis. All information disclosed to the Employer in the exemption process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.

#### **4. Accommodations for medical or religious exemptions**

- a. Employees who are approved for medical or religious exemption will automatically proceed to the accommodation process. The Employer will conduct a diligent review and search for possible accommodations within the agency. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation.

Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.

- b. Upon request, an employee will be provided a copy of their reasonable accommodation information that is maintained by the Employer.
- c. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.
- d. In the event that an accommodation is not available for an employee with an approved medical or religious exemption, they will be subject to non-disciplinary separation as stated in 3(d).

#### **5. Vaccine verification**

All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical file only. This information will only be accessed by the Employer on a need-to-know basis.

**6. Workplace safety**

- a. In accordance with current mandates, DOH and CDC guidelines:
  - i. employee and visitor masking will be required in all indoor public areas.
  - ii. symptom screenings will continue in accordance with DOH and CDC guidelines.
- b. If the employer requires an employee to get a Covid-19 test, it shall be done on the Employer's time and expense.
- c. The DOH will track worksite and public health data (such as Covid-19 cases, hospitalizations and deaths) and abide by safety protocols established by DOH and the CDC.

**7. Paid leave**

- a. Employees will be allowed a reasonable amount of paid time for the employee to travel and receive each dose of COVID-19 immunization. The employer may require that the request for leave be supported by documentation, which may include proof of the vaccination. If the employer is offering vaccine at the workplace, the employer will allow employees to receive the vaccine on work time.
- b. When an employee tests positive using a rapid test at screening and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the employee's leave bank.
- c. If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave from the shared leave bank if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment.
- d. After October 19, 2021 and no later than December 31, 2021, employee's leave accounts will be credited one (1) personal leave day. This personal leave day must be taken within the 2022 calendar year.

**8. Workplace conditions**

The agency will establish a contingency plan to address potential staffing crisis due to vacancies created by the vaccination mandate. Due to public and staff safety concerns the content of these plans will not be made public without mutual written agreement by the parties to this MOU. The parties agree to continue to meet to discuss questions regarding contingency plans.

The assignment of overtime due to staffing shortages will be assigned in accordance with the collective bargaining agreements.

**9. Conditions of Employment**

- a. If an employee is not fully vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS, the employee may use accrued vacation leave or leave without pay until their retirement date. This provision expires on December 31, 2021. The use of accrued leave shall be subject to the definitions and provisions contained in the collective bargaining agreement.
- b. If an employee has initiated their exemption request by September 13, 2021 and cooperates with the process, and the exemption is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption decision is provided. If an employee's exemption request has been approved but an accommodation has not been identified, the employee may use a combination of annual leave and leave without pay after October 18, 2021. If the exemption request is denied or an accommodation is not available, the employee may use a combination of annual leave and leave without pay for up to 45 days to become fully vaccinated. Failure to provide proof of beginning the process of becoming fully-vaccinated within ten (10) calendar days of denial will result in non-disciplinary separation. Failure to provide proof of full vaccination within the 45-day period will result in non-disciplinary separation.
- c. If an employee receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the employee may use leave without pay for up to thirty (30) calendar days to become fully vaccinated and retains the right to return to their previous position or a vacant position in the same job class at their work location provided the employee has become fully vaccinated and the employer has not permanently filled their previous position. This provision expires on November 17, 2021.
- d. If an employee has not initiated an exemption request and fails to provide proof of vaccination by October 18, 2021, the employee will be subject to non-disciplinary separation.
- e. Employees who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated.

**10. Leave without pay taken in accordance with this MOU will not impact seniority dates.**

- 11. By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.**

The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.

**Dated September 7, 2021**

For the Employer:

For the Unions:

/s/

/s/

\_\_\_\_\_  
Jerry Holder, Senior Labor Negotiator  
OFM/State Human Resources

\_\_\_\_\_  
Rhonda Fenrich, Lead Negotiator  
WSF Marine Union Coalition



**C. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
WASHINGTON STATE FERRIES COALITION OF UNIONS**

**2023 General Wage Increase**

In recognition of our agreement to forego normal impasse procedures such as fact finding or interest arbitration for the purpose of addressing a general wage increase for fiscal year 2023, the employer offers the following proposal.

**2023 General Wage Increase**

Effective July 1, 2022, each member of each bargaining unit of the Marine Unions Coalitions shall have their base wage rate increased three and twenty-five percent hundredths percent (3.25%). This increase is based on the base wage rates in effect on June 30, 2022.

**Lump Sum Distribution**

A. Effective July 1, 2022, bargaining unit employees will receive a lump sum amount as shown in subsection B, who:

1. Is hired on or before July 1, 2022.
2. Is occupying a position that has an annual full-time equivalent base salary of less than ninety-nine thousand dollars (\$99,000.00) on June 30, 2022 after all adjustments to an employee's base salary have been completed.
3. Base salary excludes overtime, shift differential and all other premiums or payments.
4. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).

B. On the July 25, 2022, paycheck, the Employer will make payments to bargaining unit employees that correspond to the annual full-time equivalent base salary as described in A.2.

<b>Annual Full-time Salary Equivalent</b>		<b>Maximum Lump Sum Payment Amount</b>
<b>Greater than or Equal to</b>	<b>Less than</b>	
\$28,584	\$47,331	\$2,500.00
\$47,331	\$64,554	\$1,875.00
\$64,554	\$81,777	\$1,250.00
\$81,777	\$99,000	\$625.00
\$99,000		\$0.00

1. Bargaining unit employees who occupy more than one position will receive only one lump sum payment. Eligibility for the lump sum payment will be:
  - a. Based upon the position in which work was performed on July 1, 2022; or
  - b. If no work was performed on July 1, 2022, then based on the position from which the employee receives the majority of compensation.
2. The amount for the lump sum payment for part-time employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2022 in proportion to that required for full-time employment.

**Dated September 22, 2021**

For the Employer

/s/

---

Jerry Holder, Senior Labor Negotiator  
OFM/State Human Resources

For the Union

/s/

---

Rhonda Fenrich, Lead Negotiator  
WSF Marine Union Coalition

**D. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES,  
LABOR RELATIONS SECTION  
AND  
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION,  
FERRIES DIVISION  
AND  
FERRY AGENT SUPERVISORS AND PROJECT ADMINISTRATORS ASSOCIATION**

**MOU Safety and Health**

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures.

All employees are required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated) according to the schedule recommended by the U.S. Centers for Disease Control and Prevention, or be approved by the employer for a medical or religious exemption and accommodation, as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation.

This agreement shall be effective November 1, 2022, and shall expire June 30, 2023.

For the Employer:

\_\_\_\_\_/s/\_\_\_\_\_/ 10/24/2022  
Jerry Holder, OFM/SHR/LRS      Date  
Sr. Labor Negotiator

For the Unions:

\_\_\_\_\_/s/\_\_\_\_\_/ 10/28/2022  
Dennis Duff, FASPAA      Date  
President

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

Executed this 1<sup>st</sup> day of July 2021.

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 and  
Compensation Policy Section

\_\_\_\_\_  
/s/  
Siobhan Murphy, Lead Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section