

CURRENT CONTRACT LANGUAGE

The parties mutually agree that the following rules shall remain current contract language for the 2025-2027 biennium.

Rule 1 – Definitions

Rule 2 – Recognition and Union Dues

Rule 3 – Scope

Rule 4 – Management Provisions

Rule 5 – Strikes, Work Stoppages and Lockouts

Rule 6 – Union Negotiating Committee

Rule 7 – Labor–Management Committee

Rule 8 – Classification of Watch Center Supervisor

Rule 9 – Selection and Probationary Period

Rule 10 – Training

Rule 12 – Hours of Employment

Rule 13 – Overtime

Rule 14 – Seniority

Rule 15 – Status of Employees on Paid or Unpaid

Rule 16 – Holidays

Rule 17 – Vacation leave

Rule 19 – Miscellaneous Leave

Rule 22 – Health and Safety and Drug and Alcohol

Rule 23 – Travel/Mileage/Meals/Parking/Lodging

Rule 24 – Passes

Rule 26 – Savings

Rule 27 – Performance Evaluations

Appendix A – Watch Center Supervisors – Rule 1

Appendix A – Watch Center Supervisors – Rule 2

Appendix A – Watch Center Supervisors – Rule 3

RULE 11 – CLASSIFICATIONS AND RATES OF PAY

11.1 Effective July 1, ~~2023~~2025, through June 30, ~~2027~~2024, the basic wage rate for all WCS classifications and for the classification of Fleet/Facility Security Officer is ~~forty-eight~~fifty-four dollars and ~~forty-one~~two cents (~~\$54.02~~48.41) per hour. (~~Six~~Four percent [~~48~~46] increase.)

Effective July 1, ~~2024~~2026, through June 30, ~~2025~~2027, the basic wage rate for all WCS classifications and for the classification of Fleet/Facility Security Officer is ~~fifty-six~~ dollars and ~~eighty-three~~eighteen cents (~~\$56.18~~50.83) per hour. (~~Five~~Four percent [~~54~~54] increase.)

A relief WCS shall receive an additional ~~four~~five percent (~~45~~45) of the basic wage rate for all compensable hours.

11.2 Shift premiums will be as follows:

Effective July 1, ~~2023~~2025, the basic shift premium will be two dollars and fifty cents (\$2.50) per hour.

The basic shift premium shall be paid to an employee who works a swing or graveyard watch. ~~between 6:00 p.m. and 6:00 a.m. Employees that do not normally work past 6:00 p.m. and work overtime as a result of an extended day shift, do not receive shift premium.~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 8/9/2024

/s/ 8/9/2024

Jerry Holder, Senior Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Dan Twohig, Vice President
International Organization of
Masters, Mates & Pilots
UIG-PMR/ AFL-CIO

1 **RULE 18 – SICK LEAVE**

2 **18.1** Each full-time employee shall receive eight (8) hours of sick leave credit for each
3 month the employee has been in pay status for eighty (80) non-overtime hours in a
4 calendar month, commencing with the employee’s date of employment. Full-time
5 employees who are in pay status for less than eighty (80) non-overtime hours in a
6 calendar month, part-time, and temporary employees in an overtime-eligible
7 position will accrue sick leave in an amount proportionate to the number of hours
8 the employee is in pay status in the month, up to a maximum of eight (8) hours in
9 a month. An employee is entitled to use accrued, unused paid sick leave beginning
10 on the ninetieth calendar day after the commencement of their employment.

11 **18.2** An employee may, at the employee’s option, use vacation leave in lieu of sick leave
12 but may not use sick leave in lieu of vacation leave.

13 **18.3** Sick leave may be used for:

14 A. Illness or injury, which incapacitates employees to the extent that they are
15 unable to perform their work;

16 B. Preventive health care, provided employees notify their supervisor in
17 advance of such appointment;

18 C. The period of time that an employee is sick or temporarily disabled because
19 of pregnancy or childbirth, in accordance with terms set forth in this Rule;
20 and/or

21 D. For reasons allowed under the Minimum Wage Requirements Act and
22 Labor Standards Act, [RCW 49.46.210](#).

1 **18.4 Bereavement**

2 Sick leave, up to five (5) days in any one (1) instance, may be used for the loss of
3 pregnancy, (a qualifying pregnancy is defined as the pregnancy of the employee, or
4 employee parent-to-be, including through surrogacy or adoption, where the
5 employee would have been the parent), a death~~in the immediate family,~~ of a family
6 member or to attend the funeral of a member of the employee's family,~~which shall~~
7 ~~include the following relatives:~~ For the purposes of this Rule, family member shall
8 be defined as follows:

9 A. ~~a~~Any relative living in the employee's household, as well as the employee's
10 spouse, parent, grandparent, brother, sister, children of the employee,
11 grandchild, aunt, uncle, father-in-law, son-in-law, daughter-in-law, mother-
12 in-law, brother-in-law, sister-in-law,~~and step children,~~ and also includes
13 any individual who regularly resides in the employee's home or where the
14 relationship creates an expectation that the employee care for the person,
15 and that individual depends on the employee for care. "Family member"
16 includes any individual who regularly resides in the employee's home,
17 except that it does not include an individual who simply resides in the same
18 home with no expectation that the employee care for the individual.

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

22 C. Grandchild means a child of the employee's child.

23 D. Grandparent means a parent of the employee's parent.

24 E. Parent means biological, adoptive, de facto, or foster parent, stepparent, or
25 legal guardian of an employee or the employee's spouse or registered

1 [domestic partner, or a person who stood in loco parentis when the employee](#)
2 [was a minor child.](#)

3 [F. Spouse means husband or wife, as the case may be or state registered](#)
4 [domestic partner as defined by RCW26.60.](#)

5 The Employer may extend sick leave upon reasonable request.

6 **18.5** Whenever an employee is injured or contracts a contagious or infectious disease in
7 the line of duty, the employee’s wages may be extended by the Employer with no
8 negative impact on the employee’s accumulated sick leave.

9 **18.6** Sick leave may be claimed by an employee for the care of family members that are
10 ill or injured, as allowed under [RCW 49.46.210](#) and as defined in [Subsection 18.4](#).
11 An employee claiming such sick leave shall notify their supervisor. The Employer
12 may require verification for sick leave exceeding three (3) days.

13 **18.7** The Employer may request, at its option, a verifying statement from the employee’s
14 doctor to support sick leave use of five (5) working days or less, in accordance with
15 [RCW 49.46.210](#).

16 **18.8** No sick leave use shall be honored when an employee is receiving state of
17 Washington Industrial Insurance time loss payments under Workers’
18 Compensation.

19 **18.9** All accumulated sick leave credits shall follow any employee who is transferred to
20 another department of the state of Washington.

21 **18.10** Each employee’s sick leave credits are cancelled automatically upon the
22 employee’s termination of service. Terminated employees do not receive sick leave
23 credit for the month in which they are terminated unless they work at least eighty
24 (80) non-overtime hours in the month.

1 **18.11 Reemployment**

2 All accumulated sick leave may be restored when a previously separated employee
3 is reemployed on a permanent basis.

4 **18.12 Sick Leave Annual Cash Out**

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

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

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

11 C. The employee notifies their payroll office by January 31st that they would
12 like to convert sick leave hours earned during the previous calendar year,
13 minus any sick leave hours used during the previous year, to cash.

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

15 **18.13 Sick Leave Separation Cash Out**

16 At the time of retirement from state service or at death, an eligible employee or the
17 employee’s estate will receive cash for their compensable sick leave balance on a
18 one (1) hour for four (4) hours basis. For the purposes of this Section, retirement
19 will not include “vested out of service” employees who leave funds on deposit with
20 the retirement system.

21 **18.14 Washington State Paid Family and Medical Leave**

22 A. The parties recognize that the Washington State Paid Family and Medical
23 Leave (PFML) Program ([RCW 50A.05](#)) became effective January 1, 2020,

1 and eligibility for and approval for leave for purposes as described under
2 that program shall be in accordance with [RCW 50A](#).

3

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

8 C. PFML Insurance Program Premiums

9 The Employer will deduct premium amounts from the wages of each
10 employee in accordance with [RCW 50A.10.030](#). The Employer will not pay
11 any portion of the employee's share of the premium for family leave or
12 medical leave benefits, or both.

13 D. Supplemental Benefit

14 Use of accrued vacation leave, sick leave and/or compensatory time.

15 Employees may designate accrued vacation leave, sick leave and/or
16 compensatory time as a supplemental benefit while receiving a partial wage
17 replacement for paid family and/or medical leave under the Washington
18 State PFML Insurance Program, [RCW 50A](#). The Employer may require
19 verification that the employee has been approved to receive benefits for paid
20 family and/or medical leave under [RCW 50A](#) before approving leave as a
21 supplemental benefit.

22

23

TENTATIVE AGREEMENT ONLY.
This tentative agreement will only become
final if it is first determined to be financially feasible
by OFM and subsequently funded by the Legislature
in the 2025-2027 budget.

TA
MMP WCS 2025-2027
Rule 18
July 10, 2024
Page 6 of 6

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 7/10/2024

/s/ 7/14/2024

Jerry Holder, Senior Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Dan Twohig, Vice President
International Organization of
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1 **RULE 20 – WORK RULES**

2 **20.1** The Employer shall furnish meals and lodging, in compliance with WSDOT per
3 diem guidelines, when staff, essential to manning and supporting operations and
4 the EOC, is required to remain on duty or called back to duty.

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

7 **20.2** Only qualified personnel shall constitute a proper relief for any WCS. The WCS
8 standing a watch shall remain on watch until properly relieved. Qualified watch
9 standing personnel are defined as: port captains, ~~senior operations manager, crew~~
10 ~~resource manager~~ **marine operations resource manager** and any other WCS.

11 **20.3** WCS recognize the need to have tasks or duties performed by them in pursuit of
12 resolution to emergent situations and the assignments may stem from management
13 or personnel not in the WCS's chain of command, WSF department or structure.
14 However, no task, duty, or responsibility will be assigned as a regular part of the
15 WCS's job functions or become an obligation to perform such action on an ongoing
16 basis, without the ~~operations manager's~~ **marine operations resource manager's**
17 approval and direction. Any employee who feels aggrieved by the newly acquired
18 and assigned item or task shall have recourse through the grievance procedure.

19 **20.4** When scheduling WCS shifts, there shall be a minimum of one (1) hour overlap of
20 WCS's shifts both at the beginning and at the conclusion of each watch, in order to
21 ensure that complete briefing/debriefing and continuity is achieved.

22 **20.5** When post-accident, trauma, or other incident occurs in the fleet that counseling or
23 other mitigation of impact is offered to those involved on the scene, the same shall
24 be offered to the WCSs on duty during the occurrence or aftermath. There shall be
25 no negative connotation attached to the employee or the employee's job

1 performance as a result of the acceptance of such service, therapy and/or
2 counseling.

3 **20.6** Upon request, WCS shall be escorted to and from designated parking and the
4 operations center.

5 **20.7** WCS may assist department managers with administrative functions which may
6 include watch center personnel scheduling, strategic planning and execution of the
7 deployment of fleet resources, and other oversight functions that may be assigned.
8 These functions will not be part of the primary responsibility of watch standing but
9 will be accomplished during watch handover (exclusive of [Section 20.4](#)) and by the
10 relief WCS while performing administrative duties. Additionally, WCS's will
11 review the OPS log for information and data accuracy. Any subsequent OPS log
12 changes will be noted to the original WCS that made the entry for correction.

13 **20.8** [WSF will inform MM&P prior to adding duties or implementing changes of the](#)
14 [responsibilities of a Watch Center Supervisor.](#) ~~A WSC will be included in any~~
15 ~~planned or anticipated meeting or project that may result in added duties or~~
16 ~~responsibilities.~~

17

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18

1 **ARTICLE X**

2 **HEALTH CARE BENEFITS AMOUNTS**

3 X.1 A. For the 2025-2027 ~~3-2025~~ biennium, the Employer Medical Contribution
4 (EMC) will be an amount equal to eighty-five percent (85%) of the monthly
5 premium for the self-insured Uniform Medical Plan (UMP) Classic for each
6 bargaining unit employee eligible for insurance each month, as determined
7 by the Public Employees Benefits Board (PEBB). In no instance will the
8 employee contribution be less than two percent (2%) of the EMC per month.

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

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

15 C. Value-based benefits designs will:

- 16 1. Be designed to achieve higher quality, lower aggregate health care
17 services cost (as opposed to plan costs);
18 2. Use clinical evidence; and
19 3. Be the decision of the PEBB.

20 ~~D.~~ Article X.1 (B) and (C) will expire June 30, 2027~~5~~.

21 X.2 ~~A.~~ The Employer will pay the entire premium costs for each bargaining
22 unit employee for dental, stand-alone vision, basic life, and any offered
23 basic long-term disability insurance coverage. If changes to the long-term
24 disability benefit structure occur during the life of this Agreement, the

1 Employer recognizes its obligation to bargain with the Coalition over
2 impacts of those changes within the scope of bargaining.

3 ~~B. If the PEBB authorizes stand-alone vision insurance coverage, then the~~
4 ~~Employer will pay the entire premium costs for each bargaining unit~~
5 ~~employee.~~

6 **X.3 Wellness**

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

11 B. The Coalition of Unions agrees to partner with the Employer to educate
12 their members on the wellness program and encourage participation.
13 Eligible, enrolled subscribers shall have the option to earn an annual one
14 hundred twenty-five dollars (\$125.00) or more wellness incentive in the
15 form of reduction in deductible or deposit into the Health Savings Account
16 upon successful completion of required Smart Health Program activities.
17 During the term of this Agreement, the Steering Committee created by
18 Executive Order 13-06 shall make recommendations to the PEBB regarding
19 changes to the wellness incentive or the elements of the Smart Health
20 Program.

21 **X.4** The PEBB Program shall provide information on the Employer Sponsored
22 Insurance Premium Payment Program on its website and in an open enrollment
23 publication annually.

24 **X.5 ~~Medical~~ Flexible Spending Arrangement**

25 A. During January 202~~6~~⁴ and again in January 202~~7~~⁵, the Employer will make
26 available ~~two~~ three hundred ~~fifty~~ dollars (~~\$300~~ 250) in a ~~medical~~ Flexible

1 Spending Arrangement (FSA) account for each bargaining unit member
2 represented by a Union in the Coalition described in RCW 41.80.020(3),
3 who meets the criteria in Subsection X.5 B below.

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

6 1. Is occupying a position that has an annual full-time equivalent base
7 salary of ~~sixty thousand dollars (\$60,000)~~ sixty four thousand, five
8 hundred dollars (\$64,500.00) ~~sixty-eight thousand and four dollars~~
9 (\$68,004.00) or less on November 1 of the year prior to the year the
10 Employer FSA funds are being made available; and

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

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

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

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

25 D. The provisions of the State's salary reduction plan will apply. In the event
26 that a federal tax that takes into account contributions to an FSA is imposed

1 **RULE 25 – GRIEVANCE PROCEDURES**

2 **25.1** It is understood and agreed that all disputes which may arise with regard to the
3 interpretation or application of the terms and provisions of this Agreement shall be
4 adjudicated in the manner provided by this Rule. Unless the requirements of this
5 Section are waived or modified with regard to a specific grievance by the parties,
6 the failure to process a grievance or a defense to a grievance shall be considered as
7 an abandonment of the grievance or the right to defend against the grievance.

8 **25.2** The Union and the Employer agree that it is in the best interest of all parties to
9 resolve disputes at the earliest opportunity and at the lowest level. The Union and
10 the Employer encourage problem resolution between employees and management
11 and are committed to assisting in resolution of disputes as soon as possible. In the
12 event a dispute is not resolved in an informal manner, this Rule provides a formal
13 process for problem resolution.

14 **25.3 Terms and Requirements**

15 A. Grievance Definition

16 A grievance is an allegation by an employee or a group of employees that
17 there has been a violation, misapplication, or misinterpretation of this
18 Agreement, which occurred during the term of this Agreement. The term,
19 “grievant,” as used in this Rule includes the term, “grievants.”

20 B. Filing a Grievance

21 Grievances may be filed by the Union on behalf of an employee or on behalf
22 of a group of employees. If the Union does so, it will set forth the name of
23 the employee or a description of the group of employees. The Union, as
24 exclusive representative, is considered the only representative of the
25 employee in grievance matters and has the right in a grievance to designate
26 the person who will represent the employee on behalf of the Union.

1 Pay Order Disputes

2 Prior to filing a formal grievance over pay discrepancies, employees may
3 submit a fact-finding claim form to their Supervisor, or Employer designee
4 when they have been red-lined, by-passed, or denied pay. The Employer
5 will investigate the facts and respond, in writing, to the employee, and the
6 Union within ten (10) business days identifying the specific rule(s) of the
7 CBA or other pertinent information used as a basis for the determination. If
8 the facts show the employee was denied pay in violation of the contract, the
9 Employer will submit a corrective pay order(s) and the employee will be
10 made whole on the next pay period. If the employee's claim is denied, they
11 may file a formal grievance within the thirty (30) day timeline (commencing
12 upon the conclusion of the Employer's investigation) as specified in Rule
13 25.4 below.

14
15 C. Computation of Time

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

22 D. Failure to Meet Timelines

23 Failure by the Union to comply with the initial thirty (30) day deadline
24 contained in Section 25.4 A, below, will result in automatic withdrawal of
25 the grievance. Failure by the Union to comply with other timelines
26 contained in this grievance procedure may be submitted to the arbitrator for
27 their determination. Failure by the Employer to comply with the timelines

1 will entitle the Union to move the grievance to the next step of the
2 procedure.

3 E. Contents

4 The written grievance should include the following information:

- 5 1. A statement of the pertinent facts surrounding the nature of the
6 grievance;
- 7 2. The date of the occurrence giving rise to the grievance or the date
8 the grievant knew or could reasonably have known of the
9 occurrence;
- 10 3. The specific Rule and/or Section of the Agreement violated;
- 11 4. The specific remedy requested;
- 12 5. The name of the grievant or description of the group;
- 13 6. The steps taken to informally resolve the grievance; and
- 14 7. The name and signature of the Union representative.

15 F. Modifications

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

18 G. Resolution

19 If the Employer provides the requested remedy or a mutually agreed-upon
20 alternative, the grievance will be considered resolved and may not be moved
21 to the next step.

1 H. Withdrawal

2 A grievance may be withdrawn at any time.

3 I. Resubmission

4 If terminated, resolved or withdrawn, the same grievance cannot be
5 resubmitted.

6 J. Consolidation

7 The Employer or the Union may consolidate grievances arising out of the
8 same set of facts.

9 K. Bypass

10 Any of the steps in this procedure may be bypassed with mutual written
11 consent of the parties involved at the time the bypass is sought.

12 L. Discipline

13 Disciplinary grievances will be initiated at the level at which the disputed
14 action was taken.

15 M. Alternative Resolution Methods

16 At any time during the grievance process, by mutual consent, the parties
17 may use alternative methods to resolve a non-disciplinary grievance. If the
18 parties agree to use alternative methods, the time frames in this Rule are
19 suspended. If the selected alternative method does not result in a resolution,
20 the Union may return to the grievance process and the time frames resume.
21 Any expenses and fees of alternative methods will be shared equally by the
22 parties.

1 **25.4 Filing and Processing**

2 A. Filing

3 A grievance must be filed within thirty (30) days of the occurrence giving
4 rise to the grievance or the date the grievant knew or should reasonably have
5 known of the occurrence. This thirty (30) day period should be used to
6 attempt to informally resolve the dispute.

7 B. Processing

8 **Step 1 – Director of Operations or Designee/Director of Safety**
9 **Management Systems or Designee:**

10 If the issue is not resolved informally, the Union may present a written
11 grievance to the director of operations or designee or the director of safety
12 management systems or designee with a copy to the WSDOT Ferries
13 Division Labor Relations Office at laborrelations@wsdot.wa.gov within the
14 thirty (30) day period described above. The director of operations or
15 designee or the director of safety management systems or designee will
16 meet or confer by telephone with a Union steward and/or staff
17 representative and the grievant within fifteen (15) days of receipt of the
18 grievance, and will respond in writing to the Union within fifteen (15) days
19 after the meeting.

20 **Step 2 – Ferries Division Assistant Secretary or Designee:**

21 If the grievance is not resolved at Step 1, the Union may request a Step 2
22 meeting by filing it with the Ferries Division Assistant Secretary or
23 designee, with a copy to the WSDOT ferries division Labor Relations
24 Office at laborrelations@wsdot.wa.gov within fifteen (15) days of the
25 Union’s receipt of the Step 1 decision. The Ferries Division Assistant
26 Secretary or designee will meet or confer by telephone with a Union steward

1 and/or staff representative and the grievant within fifteen (15) days of
2 receipt of the appeal, and will respond in writing to the Union within fifteen
3 (15) days after the meeting.

4 **Step 3 – Pre-Arbitration Review Meeting:**

5 If the grievance is not resolved at Step 2, the Union may request a pre-
6 arbitration review meeting (PARM) by filing the written grievance
7 including a copy of all previous responses and supporting documentation
8 with the OFM State Human Resources Labor Relations and Compensation
9 Policy Section (LRS) with a copy to the WSDOT ferries division human
10 resource office within fifteen (15) days of the Step 2 decision. Within fifteen
11 (15) days of the receipt of all the required information, the LRS
12 representative or designee will discuss with the Union:

- 13 1. If a PARM is scheduled with the LRS representative or designee, an
14 agency representative, and the Union’s staff representative to review
15 and attempt to settle the dispute.
- 16 2. If the parties are unable to reach agreement to conduct a meeting,
17 the LRS representative or designee will notify the Union in writing
18 that no PARM will be scheduled.

19 Within fifteen (15) days of receipt of the request, a PARM will be
20 scheduled. The meeting will be conducted at a mutually agreeable time. The
21 proceedings of any PARM will not be reported or recorded in any manner,
22 except for written agreements reached by the parties during the course of
23 the PARM. Unless they are independently admissible, statements made by
24 or to any party in the PARM, may not be:

- 25 1. Later introduced as evidence;

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

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

12 E. Arbitration Costs

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

15 2. If the arbitration hearing is postponed or cancelled at the request of
16 one party, that party will bear the cost of the postponement or
17 cancellation. The costs of any mutually agreed upon postponements
18 or cancellations will be shared equally by the parties.

19 3. If either party desires a record of the arbitration, a court reporter may
20 be used. The requesting party will pay the cost of the court reporter.
21 If that party purchases a transcript, a copy will be provided to the
22 arbitrator free of charge. If the other party desires a copy of the
23 transcript, it will pay for half of the costs of the fee for the court
24 reporter, the original transcript and a copy.

25 4. Each party is responsible for the costs of its representatives,
26 attorneys, witnesses, travel expenses, and all other costs related to

1 the development and presentation of their case. Every effort will be
2 made to avoid the presentation of repetitive witnesses. The Union is
3 responsible for paying any travel or per diem expenses for its
4 witnesses, the grievant and the Union representative.

5 **25.5 Delegates**

6 A. The Union may elect or designate a delegate or alternate delegate by
7 classification who shall be recognized by the Employer. The delegate or
8 alternate is recognized as an authorized representative of the Union for
9 settling grievances and disputes. Representatives of management with
10 authority to settle such matters will meet with the delegate and work for the
11 resolution of grievances and disputes.

12 B. A delegate will be allowed to attend grievance meetings, without loss of
13 wages or benefits, scheduled by the Employer. Delegates will be allowed to
14 investigate grievances during their normal work day provided no necessary
15 and required work is interrupted by the delegate's absence and the
16 delegate's supervisor has given the delegate prior approval to engage in
17 such activity.

18 **25.6** The contract grievance procedures of this Agreement shall be the exclusive remedy
19 with respect to disputes arising between the Union and Employer, and no other
20 remedies may be utilized by any grievant or the Union with respect to any dispute
21 involving this Agreement until the grievance procedures have been exhausted. If a
22 grievance is being processed pursuant to this Rule and an employee or the Union
23 pursues the same dispute through any other channel or method, then the Union and
24 the employee agree that the grievance shall be considered to have been abandoned.

25

TENTATIVE AGREEMENT ONLY.
This tentative agreement will only become
final if it is first determined to be financially feasible
by OFM and subsequently funded by the Legislature
in the 2025-2027 budget.

TA
MMP WCS 2025 - 2027
Rule 25
April 24, 2024
Page 10 of 10

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 4/24/2024

/s/ 4/24/2024

Jerry Holder, Senior Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Dan Twohig, Vice President
International Organization of
Masters, Mates & Pilots
UIG-PMR/ AFL-CIO

1

RULE 28 – TERM OF AGREEMENT

2

This Agreement is the Agreement for the period of July 1, ~~2023~~-2025 through June 30,

3

2027.

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TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/

4/24/2024

Jerry Holder, Senior Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

/s/

4/24/2024

Dan Twohig, Vice President
International Organization of
Masters, Mates & Pilots
UIG-PMR/ AFL-CIO

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APPENDIX A
WATCH CENTER SUPERVISORS

RULE 6 – WORK RULES

6.1 The Employer shall furnish meals and lodging, in compliance with WSDOT per diem guidelines, when staff, essential to manning and supporting operations and the EOC, is required to remain on duty or called back to duty.

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

A. WCS’s shall have a thirty (30) minute paid meal period when working an eight (8) or ten (10) hour straight shift, with no unpaid meal break in-between.

6.2 Only qualified personnel shall constitute a proper relief for any WCS. The WCS standing a watch shall remain on watch until properly relieved. Qualified watch standing personnel are defined as: port captains, ~~senior operations manager~~ **marine operations resource manager**, ~~crew resource manager~~, and any other WCS.

6.3 WCS’s recognize the need to have tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the WCS’s chain of command, WSF department or structure. However, no task, duty, or responsibility will be assigned as a regular part of the WCS’s job functions or become an obligation to perform such action on an ongoing basis, without the ~~senior operations manager’s~~ **marine operations resource manager’s** approval and direction.

6.4 When scheduling WCS shifts, there shall be a minimum of a one (1) hour overlap of WCS’s shifts both at the beginning and at the conclusion of each watch, in order to ensure that complete briefing/debriefing and continuity is achieved.

1 **6.5** When post-accident, trauma, or other incidents occur in the fleet that counseling or
2 other mitigation of impact is offered to those involved on the scene, the same shall
3 be offered to the WCS(s) on duty during the occurrence or aftermath. There shall
4 be no negative connotation attached to the employee or the employee's job
5 performance as a result of the acceptance of such service, therapy and/or
6 counseling.

7 **6.6** Upon request, WCS's shall be escorted to and from designated parking and the
8 operations center.

9 **6.7** WCS's may assist department managers with administrative functions which may
10 include watch center personnel scheduling, strategic planning and execution of the
11 deployment of fleet resources, and other oversight functions that may be assigned.
12 These functions will not be part of the primary responsibility of watch standing, but
13 will be accomplished during watch handover (exclusive of [Section 20.4](#)) and by the
14 relief WCS while performing administrative duties. Additionally, WCS's will
15 review the OPS log for information and data accuracy. Any subsequent OPS log
16 changes will be noted to the original WCS that made the entry for correction.

17 **6.8** WSF will inform MM&P prior to adding duties or implementing changes of the
18 responsibilities of a Watch Center Supervisor. ~~A WSC will be included in any~~
19 ~~planned or anticipated meeting or project that may result in added duties or~~
20 ~~responsibilities.~~

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APPENDIX B
FLEET FACILITY SECURITY OFFICERS

RULE 2 – SELECTION AND PROBATIONARY PERIOD

2.1 Notwithstanding any other provision of this Agreement, the selection and hiring of FFSO’s shall remain the responsibility of the Employer. The Employer shall first consider applicants for FFSO positions covered under this Agreement from qualified internal WSF candidates with at least two (2) years employment with WSF. This will include employment in the operations, deck, engine, information and terminal departments. If there are not any qualified candidates, the Employer may consider qualified applicants from outside of WSF. An FFSO shall be included in the hiring process for the final selection of applicants.

2.2 Newly hired employees shall have a six (6) month probationary period commencing with the employee’s first day of employment. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee’s probationary period may be extended by agreement with the WSF and the Union.

~~**2.3** Newly hired FFSO’s shall be paid eighty percent (80%) of the top wage for a regular FFSO, noted in Section 11.1, while in training.~~

2.42.3 FFSO’s that have completed training shall be paid ninety percent (90%) of the top wage for a regular FFSO, noted in Section 11.1, during the six (6) month probationary period.

TENTATIVE AGREEMENT ONLY.
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by OFM and subsequently funded by the Legislature
in the 2025-2027 budget.

Employer Counter Proposal 1
MMP WCS 2025 - 2027
Appendix B Rule 2
July 10, 2024
Page 2 of 2

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 7/10/2024

/s/ 7/14/2024

Jerry Holder, Senior Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Dan Twohig, Vice President
International Organization of
Masters, Mates & Pilots
UIG-PMR/ AFL-CIO

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES,**
5 **LABOR RELATIONS SECTION**
6 **AND**
7 **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION,**
8 **FERRIES DIVISION**
9 **AND**
10 **INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS**

11 **Watch Schedule Rotation**

12 ~~The Washington State Department of Transportation, Ferries Division (WSF), The State~~
13 ~~of Washington State Office of Financial Management, State Human Resources, Labor~~
14 ~~Relations Section (OFM/SHR/LRS) and the International Organization of Masters, Mates~~
15 ~~and Pilots (MM&P) enter into the following Memorandum of Understanding (MOU)~~
16 ~~regarding Watch Supervisors rotating watches more than once a year.~~

17 ~~Nothing in the MOU shall be used in any proceeding to otherwise amend or modify the~~
18 ~~Collective Bargaining Agreement (CBA) between the parties.~~

19 ~~1. All Watch Supervisor watches are bid in December of each year and take effect at~~
20 ~~the start of winter schedule as described in Rule 12 of the CBA. These watches are~~
21 ~~for a twelve (12) month period. Watch Supervisors that mutually agree to change~~
22 ~~watches with one another shall be allowed to do so.~~

23 ~~2. Any agreed upon watch change will be printed and signed by both employees, the~~
24 ~~Director of Operations, and the Union Representative. The agreed upon change in~~
25 ~~watches shall be for a defined time period and may not be altered or changed until~~
26 ~~the agreed time period has elapsed.~~

27 ~~Mutually agreed to this 7 day of June 2016.~~

~~/s/~~

~~6/7/2016~~

~~/s/~~

~~6/7/2016~~

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~~MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT,
LABOR RELATIONS SECTION
AND
THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
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.~~

~~For any employees who choose to voluntarily provide their employer with proof of up-to-
date COVID-19 vaccination, to include any boosters recommended by the U.S. Centers for
Disease Control (CDC) based on their age at the time proof is provided to the Employer,
between January 1, 2023 and December 31, 2023, shall receive a one thousand dollar
(\$1000.00) one time lump sum payment beginning July 1, 2023, which will be provided
as soon as practicable based upon their agency's human resources/payroll process. The
lump sum payment will be reflected in the employee's paycheck subject to all required
state and federal withholdings.~~

~~Eligibility for the lump sum payment will be based upon:~~

- ~~a) — The position in which the work was performed on the date the up-to-date status is
verified; or~~
- ~~b) — If no work was performed on the date the up-to-date status is verified, then based
on the position from which the employee receives the majority of compensation.~~

TENTATIVE AGREEMENT ONLY.
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TA
MMP WCS 2025 - 2027
MOU C
April 24, 2024
Page 2 of 2

1 ~~Employee will receive the lump sum payment only once during their employment with the~~
2 ~~State.~~

3

/s/	05/12/2023	/s/	05/13/2023
Jerry Holder, OFM/SHR/LRS	Date	Captain Dan Twohig, MM&P	Date
Labor Negotiator		Vice President	

4

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

~~/s/~~ ~~4/24/2024~~
Jerry Holder, Senior Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

~~/s/~~ ~~4/24/2024~~
Dan Twohig, Vice President
International Organization of
Masters, Mates & Pilots
UIG-PMR/ AFL-CIO

5

1 ~~MEMORANDUM OF UNDERSTANDING~~

2 ~~BETWEEN~~

3 ~~THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT,~~
4 ~~LABOR RELATIONS SECTION~~

5 ~~AND~~

6 ~~THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS~~

7
8 ~~The State of Washington, Office of Financial Management, Labor Relations Section~~
9 ~~(Employer) and The International Organization of Masters, Mates and Pilots (MM&P),~~
10 ~~enter into the following Memorandum of Understanding (MOU). MM&P recognizes~~
11 ~~Washington State Ferries is working to increase the number of dispatchers, and the hours~~
12 ~~of coverage by dispatch to ensure deck employees and engine room employees are~~
13 ~~scheduled to work ensuring sailings are not missed. It is understood dispatch will not have~~
14 ~~additional dispatchers in place for six (6) or more months. In the interim and as resolution~~
15 ~~to the MM&P Demand to Bargain, and the issue of Watch Center Supervisors (WCS)~~
16 ~~performing dispatch duties in other than emergent situations, the parties~~
17 ~~agree to the following:~~

18 1. ~~WCS have historically performed dispatching in emergent situations. An emergent~~
19 ~~situation is defined as relief requests from the fleet coming into the Watch Center~~
20 ~~after Dispatch has closed for the evening. The prescribed time for Dispatch closure~~
21 ~~is 10:30PM. During emergency dispatch, Watch Center Supervisors are not subject~~
22 ~~to following the dispatch rules found in the vessel employee CBAs (MM&P,~~
23 ~~MEBA, and IBU) which include callback response timelines, dispatch by seniority,~~
24 ~~and adhering to the overtime lists for each union.~~

25
26 2. ~~A WCS performing dispatcher duties making calls to fleet employees in emergent~~
27 ~~situations, after 0300 hours shall receive a stipend of fifty dollars (\$50.00)~~
28 ~~Emergent situations are also defined as Dispatch closing before 10:30 PM, or if~~
29 ~~they close at their prescribed time, and there are any jobs left on the board for the~~

