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PREAMBLE

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

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

15 The parties are committed to developing and maintaining a high performing public
16 workforce that provides access, meaningful services, and improved outcomes for all
17 Washingtonians. The Employer encourages facilitation of workgroups and roundtable
18 conversations within and amongst divisions to discuss diversity, equity and inclusion. The
19 ever-increasing diversity of our population and workforce defines who we are as a people
20 and drives the public’s expectations of us as public service employees. An important goal
21 is to build work environments that are respectful, supportive and inclusive to everyone.
22 Promoting diversity, equity and inclusion furthers an environment of honesty, which can
23 only occur when individuals feel safe to speak openly and with confidence that co-workers
24 and leadership will accept diverse contributions, opinions and ideas. This section is not
25 subject to the grievance procedure.

26 All of the following Articles shall apply to the entire Agreement uniformly. Should any
27 Rules in the subsequent Appendices, which by this reference are incorporated herein,

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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 **1.07** **Termination**

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

4 **1.08** **Demotion**

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

7 **1.09** **Promotion**

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

10 **1.10** **Year Round Assignments**

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

14 **1.11** **Temporary Assignment**

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

18 **1.12** **Year Round Employee**

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

1 **1.13** **Relief Supervisor**

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

5 **1.14** **Home Terminal Defined**

6 A. The home terminal for a Relief Supervisor is the non-contracted terminal
7 closest to the employee’s residence.

8 B. A probationary home terminal is the terminal assigned during a bid period.

9 C. The home terminal is the assigned terminal for supervisors (regular and
10 probationary) who are assigned only one terminal.

11 D. The home terminal for supervisors (regular and probationary) who are
12 assigned multiple terminals shall be assigned by the Employer.

13 **1.15** **Work Week**

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

16 **1.16** **Penalty Pay**

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

21 **1.17** **Pay Period**

22 The term “pay period” denotes compensation earned during the first day through
23 the fifteenth (15th) day of each calendar month, or compensation earned during the

1 sixteenth (16th) day through the last day of each calendar month. There shall be
2 twenty-four (24) pay periods in each calendar year.

3 **1.18 Continuous Employment**

4 “Continuous employment” shall be broken by:

5 A. Resignation;

6 B. Separation;

7 C. Termination; or

8 D. Written notice of layoff of six (6) months or more.

9 **1.19 Administrative Assignment**

10 Terminal Supervisors may be selected by the WSDOT Ferries Division perform
11 special activities such as breath analysis accuracy audits, safety management
12 system audits, and other activities designated by the Employer as administrative
13 assignments. The Employer will clearly indicate that the special activity is an
14 administrative assignment at the time that the activity is offered to employee(s).
15 The Employer may change the past practice of administrative assignment
16 designation as an administrative assignment or not an administrative assignment
17 and may change the length of the assignment from past practice. Administrative
18 assignments will be paid according to Appendix A, for the time worked in
19 Administratively Assigned Supervisor status.

20 **1.20 Peer Review Committee**

21 A “Peer Review Committee” is a Committee of three (3) year round Terminal
22 Supervisors selected by management, established to provide mentoring and training
23 to the employees covered under this Agreement, and shall be utilized by
24 management as a tool to enhance performance and job development prior to

1 disciplinary action, except in cases of WSDOT Ferries Division Code of Conduct
2 violations.

3 **1.21 Years of Service or Years of Employment**

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

6 **1.22 Peak Season**

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

9 **1.23 Discipline**

10 Discipline includes oral reprimands, written reprimands, reductions in pay,
11 suspensions, demotions, and discharges. The Employer may use the term
12 “warnings” in place of “reprimands”. This section is subject to [Article 28](#) –
13 Discipline just cause and other provisions therein.

14 **1.24 Elected**

15 [A FASPAA representative nominated and selected by the FASPAA membership.](#)

16 **Other Definitions and Terms**

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

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/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator

Phil Olwell, Lead Negotiator

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.

Tentative Agreement
WSF-FASPAA 2025-2027 Negotiations
August 5, 2024
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OFM/SHR Labor Relations &
Compensation Policy Section

Executive Director
FASPAA

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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.

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/ 6/19/2024

 /s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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 Operations 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.

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/ 4/23/2024

/s/ 4/24/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 4**
2 **MANAGEMENT RIGHTS**

3 **4.01** Subject to the specific terms and conditions of this Agreement, the Employer retains
4 the right and duty to manage its business, including but not limited to the following:
5 the right to adopt regulations regarding the appearance, dress, conduct of its
6 employees, to direct the work force consistent with work procedures as are
7 necessary to maintain safety, efficiency, quality of service, and the confidence of
8 the traveling public, and to determine the Employer's budget and size of the
9 Employer's workforce.

10 **4.02** Supervisory duties enumerated by management shall be part of the job duties of
11 Terminal Operations Supervisors. Terminal Operations Supervisors shall be
12 evaluated on the performance of their duties. WSDOT Ferries Division shall either
13 train or designate in writing to the supervisors WSDOT Ferries Division's
14 expectations regarding the scope of their supervisory duties.

15 **4.03 Venue for Discipline**

16 Management shall conduct discipline investigations, hearings, or any meeting
17 associated with any employee's discipline at any venue management chooses.
18 Should management deem discipline is appropriate, the discipline will be delivered
19 in a location mutually agreed upon by the union representative and the employer in
20 an ~~, other than the discipline shall be conducted in an~~ area away from the immediate
21 visual presence of other employees, other than those conducting the discipline.

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/ 7/16/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator

Phil Olwell, Lead Negotiator
Executive Director

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.

Tentative Agreement
WSF-FASPAA 2025-2027 Negotiations
July 16, 2024
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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](#).

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/ 6/18/2024
Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

/s/ 7/29/2024
Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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.

Tentative Agreement - Revised
WSF-FASPAA 2025-2027 Negotiations
July 29, 2024
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/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

/s/ 10/2/2024

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 7**
2 **UNION DUES/FEES DEDUCTIONS**

3 **7.01** The Employer recognizes the Union as the representative of all Terminal
4 [Operations](#) Supervisors and as their sole collective bargaining agent in negotiating
5 and interpreting agreements. The Employer also recognizes the right of the Union
6 to intercede on behalf of its bargaining unit members in adjusting disputes.

7 **7.02** The Employer shall, when provided with written notice from the Union of
8 authorization by an employee covered by this Agreement for deduction of
9 membership dues, deduct from salary payments of the authorizing employee, the
10 uniform membership dues or fees, and transmit all dues and fees to the Union.

11 **7.03** The Union and employees agree to indemnify, defend, and hold the Employer
12 harmless from any claims, demands, suits or other forms of liability that shall arise
13 against the Employer for or on account of any deduction, payment or check-off of
14 dues or fees for the Union.

15 **7.04** An employee may cancel their payroll deduction of dues or fees by written notice
16 to the Union. After the Employer receives the confirmation from the Union that the
17 employee has revoked authorization for deductions, the Employer shall end the
18 deduction no later than the second payroll after the receipt of the confirmation.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 4/23/2024

/s/ 4/24/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
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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.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
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Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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**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.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
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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 a 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.

1 **10.03** The Employer will be responsible for paying wages of participating FASPAA
2 members on the LMC. Employees will be paid at the straight-time rate of pay while
3 in attendance at the LMC if the LMC meets on an employee's work day. Employees
4 will be provided reasonable prep time and travel time, if any, to and from LMC
5 meetings as determined by the Employer. If the LMC meeting is scheduled to be
6 convened on an employee's regularly scheduled day off, the employee shall have
7 the option of either attending the LMC meeting on their own time or to reschedule
8 their day off within the same week that the LMC meeting is convened. The specific
9 scheduled day off shall be mutually agreed to by the employee and the employee's
10 supervisor. If the employee requests to reschedule their day off, said request shall
11 be made not less than ten (10) calendar days prior to the LMC meeting date. If the
12 request is made less than ten (10) calendar days in advance, the request may be
13 denied by the employee's supervisor. The Committee shall meet at reasonable times
14 and places, as mutually agreed, but shall make every effort to meet not less than
15 once every three (3) months. Meetings will be limited to no more than four (4)
16 hours in duration, unless otherwise agreed. Meetings will be held in state facilities
17 or in other mutually agreed upon facilities, which may be available at no cost to the
18 parties, or remotely via web conferencing or telephone (for some or all
19 participants). Every attempt will be made to adhere to the meeting schedule,
20 realizing that some flexibility is necessary. Due to the importance of the LMC
21 meetings, the Union participants may use out-of-office replies for their emails and
22 phones to minimize interruptions during prep time, travel, and meetings. The
23 Employer may assign duties to employees for the part of the day in which they are
24 not engaged in prep, travel, or meeting.

25 The Committee shall have no power to contravene any provision of the CBA to
26 enter into any agreements binding the parties, or to resolve issues or disputes
27 surrounding the implementation or interpretation of the CBA. Matters requiring
28 contract modification shall not be implemented until a written agreement has been
29 executed. The Committee shall forward written recommendations on modifications
30 to the CBA to the FASPAA President and the WSDOT Ferries Division Director.

1 Recommendations made by the Committee will be considered during contract
2 negotiations.

3 **10.04** It is recognized that none of the recommendations resulting from committee
4 meetings, regardless of subject, are binding. No specific grievances shall be
5 discussed and no bargaining shall take place. However, topics that could lead to
6 grievances, or which have been the subject of past grievances, may be discussed.
7 The Chair shall recognize a motion from either party to table a topic for further
8 study. Each topic on an agenda will be fully discussed and action reached before
9 proceeding to another topic. Topics requiring further study may be tabled. Where
10 mutually satisfactory decisions on recommendations are not reached, the topic shall
11 be cancelled, thereby reverting to its proper place in the parties' other labor-
12 management relations (e.g., grievance procedures, negotiations, etc.).

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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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 provided to the PRC member and the employee prior to the coaching session. Management has the right to utilize the disciplinary process with just cause immediately for violations of the WSDOT Ferries Division Code of Conduct.

11.02 The Committee shall meet a minimum of once per year with management to establish procedures for its operation. Members of the PRC shall receive applicable pay when providing services for the PRC.

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/ 7/29/2024

/s/ 10/2/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

15

1 **ARTICLE 12**

2 **DEFINITION OF TERMINAL OPERATIONS SUPERVISORS**

3 **12.01** A Terminal Operations Supervisor is a regular full-time employee who has
4 completed the probationary period, who is assigned to a year-round position and a
5 specific terminal. As a regular full-time employee, the employee receives all fringe
6 benefits. A Terminal Operations Supervisor working multiple terminals during a
7 bid season shall qualify for travel time and mileage on days not assigned to the
8 home terminal.

9 **12.02** A Relief Terminal Operations Supervisor is a regular full-time employee working
10 on a year-round basis who has completed the probationary period, is assigned to a
11 home terminal, who serves as a Relief Terminal Operations Supervisor for other
12 supervisors at any terminal who are: on vacation, using a comp time day, sick, in
13 training, or as assigned by management. Relief Terminal Operations Supervisors
14 receive all benefits. While working at a terminal, including the employee's home
15 terminal, Relief Terminal Operations Supervisors shall be paid in accordance with
16 Appendix A. Additionally, when assigned to work at a terminal other than their
17 home terminal, the employee shall be paid mileage in accordance with Schedule A
18 or D.

19 **12.03** An On-Call Terminal Operations Supervisor is not guaranteed forty (40) hours of
20 work per week as a supervisor and may be assigned to work other classifications in
21 the Terminal Department, in the Inlandboatmen's Union (IBU) Agreement. On-
22 Call Terminal Operations Supervisors who are assigned to IBU work will receive
23 Guaranteed Time (GT) at the IBU pay rate for IBU work. On-Call Terminal
24 Operations Supervisors are not entitled to any particular assignment or hours,
25 except as otherwise granted in this Agreement. All rights and benefits granted to an
26 On-Call Terminal Operations Supervisor are contained solely in this Agreement.
27 This classification receives all fringe benefits, except travel time. This classification
28 will ultimately not be utilized on a regular basis. This classification may travel to
29 different terminals. When doing so, the employee is paid mileage but not travel
30 time.

1 **ARTICLE 13**

2 **SELECTION OF TERMINAL OPERATIONS SUPERVISORS**

3 **13.01 Selection and Hiring**

4 A. Notwithstanding any other provision of this Agreement, the selection and
5 hiring of Terminal Operations Supervisors shall remain the responsibility
6 of the Employer. Successful applicants will be tentatively offered a position
7 contingent upon satisfactory completion of all training. The successful
8 candidate(s) understand that the FASPAA CBA governs the terms and
9 conditions of employment in this position.

10 B. The Employer will post notification of vacancies in the On-Call Terminal
11 Operations Supervisor pool both within the WSDOT Ferries Division and
12 outside the WSDOT Ferries Division concurrently. The notice will identify
13 the vacant position and will indicate applications are being accepted. The
14 announcement will also provide details of how an applicant shall apply for
15 the vacant position. The FASPAA Selection Committee will be given an
16 opportunity to review and provide input into job notifications seven (7)
17 calendar days before the notification is posted. The Employer will evaluate
18 applicants in the following order:

19 1. The Employer will first consider applicants for new Terminal
20 Operations Supervisor positions who are current WSDOT Ferries
21 Division terminal employees and have a minimum of three (3) years
22 of continuous employment within WSDOT Ferries Division.

23 2. If the FASPAA Selection Committee (~~Committee~~) determines that
24 there is not a sufficient number of qualified applicants or there are
25 no qualified terminal applicants, the FASPAA Selection Committee
26 shall then consider other applicants currently employed with the
27 WSDOT Ferries Division.

1 3. If the [FASPAA Selection](#) Committee determines that there is not a
2 sufficient number of qualified applicants or there are no qualified
3 applicants currently working with the WSDOT Ferries Division, the
4 [FASPAA Selection](#) Committee shall have the right to consider
5 applicants from outside of the WSDOT Ferries Division.

6 **13.02 Right of Return for Employees Selected from IBU—General Bargaining Unit**

7 Employees selected from the IBU - General Bargaining Unit shall have right of
8 daily return as provided for in the IBU - General Agreement or if their position is
9 eliminated from the Terminal [Operations](#) Supervisor’s Agreement through a
10 reduction in force.

11 **13.03 Evaluation of Applicants**

12 A. Applications will be evaluated by a committee consisting of three (3)
13 management representatives who will be selected by the Employer, and the
14 three (3) year-round Terminal Supervisors who will be elected by the
15 Terminal [Operations](#) Supervisors. This committee shall be called the
16 [FASPAA](#) Selection Committee.

17 B. Following the evaluation process, the committee will submit to the
18 Employer the names of the top three (3) candidates for the first vacancy and
19 one additional candidate for each additional vacancy for the Employer’s
20 final selection. The Employer will then select one (1) of the three (3) names
21 submitted to fill the vacancy, provided that the applicant meets the
22 minimum requirements of the position. The committee’s selection decision
23 and the Employer’s final selection decision are not subject to the grievance
24 procedure.

25 C. If requested by an applicant, the Employer will provide, in writing, the
26 reason or reasons for not being selected.

1 D. When the Terminal Operations Supervisor selection has concluded, the
2 FASPAA Selection Committee will be given appropriate time to conduct exit
3 interviews for those candidates that wish to receive one.

4 E. Candidates must attend a Terminal Operations Supervisor informational
5 session before being given an opportunity to interview. A minimum of three
6 (3) sessions will be held to provide an opportunity to learn more about the
7 Terminal Operations Supervisor position.

8 **13.04 Administrative Assignments**

9 A. Selection for Administrative Assignment

10 Terminal Operations Supervisors, from time to time, may be called to work
11 on administrative assignments or projects, as defined in Section 1.19 –
12 Administrative Assignment. Employees selected as new Terminal
13 Operations Supervisors shall be required to work as a Terminal Operations
14 Supervisor for a minimum amount of time (as described elsewhere in the
15 Agreement) prior to working in an administrative assignment in accordance
16 with Article 14, Probationary Periods.

17 Terminal Supervisors will be given first opportunity for all administrative
18 assignments they are qualified to perform. Management will determine the
19 home base assignment of all administrative assignments. Should a
20 supervisor work on an administrative assignment that is projected to be
21 more than thirty (30) consecutive calendar days, their shift shall be open for
22 bid by seniority amongst all Terminal Supervisors. The next available
23 Supervisor waiting for upgrade shall be promoted to fill the last available
24 vacancy.

25 B. Compensation for Administrative Assignment

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

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

5 C. Return Process Following Completion of Administrative Assignment

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

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/ 8/5/2024

 /s/ 8/5/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 14**
2 **PROBATIONARY PERIODS**

3 **14.01 Probationary Period for Terminal Operations Supervisors**

4 A. A new Terminal Operations Supervisor shall serve a probationary period of
5 two thousand eighty (2,080) worked hours. Hours spent engaging in the
6 following activities will not be counted towards the two thousand eighty
7 (2,080) hours of probationary status:

- 8 1. Time spent in Terminal Operations Supervisor Orientation classes;
9 and/or
10 2. Time spent in administrative assignment(s).

11 **14.02 Frequency of Evaluation During Probationary Period**

12 Terminal Manager(s) shall meet with and evaluate probationary supervisors no less
13 than a minimum of twice a year.

14 **14.03 Extension of Probationary Period**

15 Subsection to the Section 14.02 minimum number of evaluations taking place, the
16 probationary period may be extended for an additional two thousand eighty (2,080)
17 worked hours. Prior to an extension occurring the employee will be provided with
18 a plan for improvement in accordance with ~~Section 11.02~~Section 11.01. The
19 employee **and the Union Executive Director** will be notified in writing of such
20 action prior to the end of the initial probationary period. At any time, management
21 may solicit the assistance of the Peer Review Committee.

22 **14.04 Demotion of Probationary Terminal Operations Supervisor**

23 Terminal Operations Supervisors may be demoted from said position for any bona
24 fide reason(s) at any time up to, or at the end of the initial two thousand eighty
25 (2,080) worked hours or at any time up, or prior to the end of the extended

1 probationary period, and the employee shall not have recourse through the
2 grievance procedure. On summary discharge type offenses, which may require
3 immediate Management action, Management's decisions are subject to just cause
4 review.

5 **14.05 Return Rights of Probationary Terminal Operations Supervisor**

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

10 **14.06 Length of Administrative Assignments for Probationary Terminal**
11 **Operations Supervisors**

12 Terminal Operations Supervisors on probation are not eligible to work in
13 Administrative Assignments more than thirty (30) days in a calendar year under
14 this Agreement. Terminal Operations Supervisors on probation, who accept such
15 assignments that require them to work longer than thirty (30) days in a calendar
16 year, forfeit their Terminal Operations Supervisor position. Should no qualified
17 Supervisors apply for an Administrative Assignment, or the extension of an existing
18 project is needed, the LMC has authority to waive ~~this~~ Article 14.06, if necessary.

19 **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/ 7/29/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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ARTICLE 15
CLASSIFICATIONS AND RATES OF PAY

3 **15.01** The wage rates for the various Terminal [Operations](#) Supervisor positions are
4 contained in Appendix A.

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/ 4/23/2024

/s/ 4/24/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
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ARTICLE 16
HOURS OF EMPLOYMENT

3 **16.01** The principle of ~~the eight (8) hour day~~workday is hereby established. ~~No work~~
4 ~~schedule shall have less than eight (8) hours off between scheduled shifts except as~~
5 ~~provided by (C) below~~Workdays shall consist of the following:

6 A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive
7 days off; or

8 B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive
9 days off; or

10 C. For relief employees, the work week may consist of a ~~Any other~~
11 combination of workdays, comprised of 8 hours or 10 hours.~~agreed upon~~
12 ~~work schedule between the Employer, affected Supervisors, and the Union.~~

13 D. ~~D.~~ No work schedule shall have less than eight (8) hours off between scheduled
14 shifts.

15 ~~16.02 Overtime for year around employees shall be paid whenever the employee performs~~
16 ~~work in excess of the scheduled shifts as specified above, except where noted~~
17 ~~elsewhere in the Agreement.~~

18 **16.02** For relief and on-call Terminal Operations Supervisors, if the employee has
19 between thirty-six (36) and thirty-nine (39) hours in a week, management reserves
20 the right to extend a work shift to be up to ten (10) hours in a day, not to exceed
21 forty (40) hours in a work week.

22 A. Relief employees who select between thirty-six (36) and thirty-nine (39) hours in a
23 week and do not accept an additional shift after, shall be entitled up to 4 hours of
24 Guaranteed time at the end of the work week.

25 B. Relief employees who select between thirty-six (36) and thirty-nine (39) hours in a
26 week and accept an additional shift after will be compensated straight time hours
27 up to their forty (40) hour obligation and all remaining hours in the additional shift

1 [shall be compensated at the Overtime rate of pay with an additional 4 hours of](#)
2 [callback pay at the straight time rate of pay.](#)

3 [C. Relief employees are entitled to two \(2\) consecutive days off.](#)

4 **16.03** The Employer's Director of Marine Operations and the Union's Executive Director
5 will meet as requested by either party, to review terminal activity, such as
6 construction, impacting employee schedules and their sailing schedule commute
7 times. The Employer will determine schedules, in accordance with its management
8 rights, as set forth in [Section 4.01](#) of this CBA.

9 **16.04 Scheduling Committee Meetings**

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

19 **16.05** ~~Seasonal~~ [Terminal Operations](#) Supervisors [working in seasonal positions](#) may flex
20 up or down one (1) hour or less in order to administrate operations in concert with
21 the sailing schedule without incurring overtime. This change of hours will be done
22 on a consecutive basis and is not intended for daily flexing of the shift.

23 **16.06** If a [Terminal Operations](#) Supervisor is dispatched to a terminal where the first
24 sailing on the route does not allow the Supervisor to start the shift on time, the
25 Supervisor shall take the first sailing and adjust their shift accordingly.
26 Alternatively, at the discretion of the Terminal Manager, the Supervisor may use
27 "Schedule D."

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/ 9/26/2024

/s/ 10/25/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 17**
2 **OVERTIME**

3 **17.01** The overtime rate of pay for employees shall be at the rate of one and one-half (1½)
4 times the straight-time rate in each classification. In the application of this Article
5 there shall not be any pyramiding of pay rates, including but not limited to the listed
6 pay rates below:

- 7 A. Overtime, one and one-half (1 ½) times the straight-time rate;
- 8 B. Holiday worked, two (2) times the straight-time rate;
- 9 C. Two and one-half (2½) times the pay rate as indicated in Subsection 17.02
10 C below;
- 11 D. Working as indicated in Section 17.02 on a holiday; and
- 12 E. Working overtime on a holiday, three (3) times the pay rate for each hour
13 worked when called back to work on a scheduled day off.

14 **17.02** When work is extended beyond the regular assigned work day, such time shall be
15 paid at the overtime rate for actual time worked in the following increments: six (6)
16 minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes,
17 thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time
18 worked in excess of one (1) hour, overtime will be paid in one (1) hour increments.
19 Such extended work shifts shall not be scheduled on a daily or regular basis.

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

- 22 A. The first scheduled shift worked shall be paid at the straight-time rate;
- 23 B. The second consecutive shift worked shall be at the overtime rate;
- 24 C. The third consecutive shift worked (within a consecutive twenty-four (24)
25 hour period) shall be at two and one-half (2½) times the straight-time rate,

1 unless the employee has had a minimum of a six (6) hour break preceding
2 the third shift excluding travel time. Sixteen (16) hours including
3 uncompensated time off between worked shifts shall constitute the first and
4 second shift.

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

8 **17.03** Employees called to work prior to commencing their regular scheduled shift shall
9 receive the overtime rate of pay in increments of one (1) hour for early call-out
10 work performed prior to the employee's regularly scheduled shift, provided the
11 employee completes their regularly scheduled shift. Early call-outs shall not be on
12 a daily or regularly scheduled basis. This Article does not apply to WSDOT Ferries
13 Division Allowance for Training in Section 34.01 of this Agreement.

14 **17.04 Overtime Unavailability**

15 An employee may request not to work overtime. This request will be granted unless
16 the extra work is a result of an extended service run requirement, no other qualified
17 replacement is available, or a bona fide emergency exists that requires said
18 employee to work overtime.

19 **17.05 Call Back**

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

1 will continue to be compensated hour for hour at the overtime rate until they are
2 relieved or at the completion of their next shift.

3 **17.06 Work-Related Phone Calls**

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

10 **17.07** An employee may refuse call back assignments on scheduled days off or scheduled
11 vacation, and shall not be disciplined for refusing said assignments. For
12 drug/alcohol testing, the Employer may require an employee to report if no other
13 qualified employees are available to perform the necessary collection.

14 **17.08** Employees called back to work on their scheduled assigned days off will receive a
15 minimum of eight (8) hours pay at the overtime rate. In addition, they will receive
16 four (4) hours of pay at their straight-time rate of pay regardless of the length of the
17 overtime shift or hours actually worked.

18 **17.09** When overtime is needed at a terminal, the Supervisors that are seasonally assigned
19 to that terminal will be given first preference when dispatching the overtime. If the
20 overtime shift is not accepted by the seasonally assigned Supervisor, the overtime
21 will then be offered to the Relief Supervisors by availability. If the overtime is still
22 not accepted, the overtime will then be offered to the On-Call Supervisors by
23 availability. Once a Supervisor has accepted an overtime shift for the week, the next
24 available overtime shift shall be dispatched to the next Supervisor as described
25 above. The intent is to spread out the overtime as equitably as possible. When the
26 above process has been exhausted, the overtime shift will be dispatched by seniority
27 system wide.

1 **17.10** If an employee is called back to work during a scheduled vacation, they will be paid
2 at the overtime rate if the shift falls on a scheduled day off. If the shift falls on a
3 regular scheduled day, they will be compensated at the straight-time rate of pay and
4 not use their vacation day.

5 **17.11** Overtime shall be paid to each employee required to work an extended work day as
6 a result of a time changeover from Pacific Daylight Savings Time to Pacific
7 Standard Time.

8 **17.12 Overtime Pyramiding Prohibited**

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

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/ 8/12/2024

/s/ 8/12/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 18**
2 **RELIEFS AND HOME TERMINALS**

3 **18.01** Relief [Terminal Operations](#) Supervisors will be the primary, but not the sole means,
4 to fill vacancies due to weekly vacations, single day vacations, compensatory time
5 use, sick leave, a Supervisor participating in training, or a supervisor away on
6 administrative assignment. The Employer's Director of Marine Operations and the
7 Union's Executive Director will meet as requested by either party, to review the
8 number of Extra Relief Terminal [Operations](#) Supervisors needed seasonally who
9 will work full-time or close to full-time. The Employer will determine the number
10 of reliefs, in accordance with its management rights, as set forth in [Section 4.01](#) of
11 this CBA.

12 **18.02 Terminal [Operations](#) Supervisors Working Multiple Terminals**

13 Terminal [Operations](#) Supervisors' working multiple terminals will be assigned a
14 home terminal within that terminal group. Travel time and mileage will be paid in
15 accordance with [Section 33.01](#) and as set forth in Schedule A for travel outside their
16 home terminal.

17 **18.03 Relief [Terminal Operations](#) Supervisor Assigned Terminal**

18 Relief [Terminal Operations](#) Supervisors shall be assigned to the terminal closest to
19 their home as their home terminal. Such employees shall be paid in accordance with
20 Appendix A for hours actually worked at a terminal including the employee's home
21 terminal, not including time spent traveling to and from work. No other form of
22 travel pay or time is payable to Relief [Terminal Operations](#) Supervisors. Mileage
23 shall be paid in accordance with Schedule A when assigned to work at a terminal
24 other than the employee's home terminal.

25 **18.04 Pay for Relief [Terminal Operations](#) Supervisors**

26 Pay will be compensated for Relief [Terminal Operations](#) Supervisors who are
27 required to have expertise and knowledge of each terminal, and are assigned

1 throughout the system as needed, according to Appendix A. This includes but is not
2 limited to:

3 A. Familiarization with each terminal;

4 B. Familiarization with the staff/operations of each terminal;

5 C. Familiarization with terminal alternative operational plans in the event of
6 service disruptions; and

7 D. Familiarization with emergency action plans for each terminal.

TENTATIVE AGREEMENT REACHED

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original signature.*

For the Employer

For the Union

 /s/ 8/5/2024

 /s/ 8/5/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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ARTICLE 19
BIDDING PERMANENT AND TEMPORARY POSITIONS

19.01 Shift Changes Requiring Re-Bidding

Terminal [Operations](#) 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, when 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 [Terminal Operations](#) 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

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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.

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1 to the ~~most~~-least senior On-Call Supervisor. Should the ~~most~~-least senior On-Call
2 Supervisor again refuse the assignment, they shall lose all seniority as a Supervisor
3 and will be dropped from the Supervisor's list.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 7/16/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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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

A supervisor's seniority date is established by the selection committee and the Employer. 20.05A 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,

1 provided they pay a monthly maintenance fee determined by the Union. If the
2 employee elects not to pay the monthly maintenance fee, their seniority shall be
3 frozen. Any displaced employee will also have the right to exercise their seniority
4 by classification in selecting a new assignment of their choice.

5 **20.07 Inter-Department Transfer**

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

17 **20.08 Termination of Bargaining Unit Seniority**

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

21 **20.09 Demotion**

22 In the event an employee requests a demotion, due to personal reasons, the
23 employee shall be entitled to their original seniority date established in the lower

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1 classification of the IBU Agreement. Employees requesting a reduction in
2 classification shall forfeit seniority accrued in the higher classification.

3

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 7/16/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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1 **ARTICLE 21**
2 **EMPLOYMENT STATUS OF EMPLOYEES ON LEAVES (PAID OR UNPAID)**

3 **21.01 Employment Status**

4 An employee retains employment rights when working, when the employee is on a
5 contract provided leave, such as: Approved Sick Leave, Vacation, Holiday, Jury
6 Duty, involved in Authorized Court Proceedings, Military Reserve Leave, Family
7 Medical Leave (FMLA), Washington State Paid Family and Medical Leave
8 (PFML) or other specific CBA provided leave, or when the employee is on a Leave
9 of Absence (paid or unpaid) approved in writing in advance of taking the leave.
10 Employees on unpaid leave of absence are not entitled to Employer paid medical
11 benefits, unless eligible under FMLA or PFML.

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

16 **21.02 Termination of Employment**

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

25 **21.03 Leave Time Defined and Approved in Advance**

26 Request for extended leave due to medical reasons shall be handled in accordance
27 with the federal Family Medical Leave Act and/or the Washington State Paid

1 Family and Medical Leave Program. In the case of all other requests for extended
2 leaves, the employee shall obtain managerial written approval in advance of taking
3 the leave on appropriate leave forms provided by the WSDOT Ferries Division.
4 Leave forms for absences due to illness/injury or other unforeseen events shall be
5 completed by the employee as soon as possible. Medical certification for absences
6 of five (5) days or more for absences due to medical reasons is required. Medical
7 certification may also be required, when good cause exists to believe the employee
8 is abusing sick leave, for absences less than five (5) days. Sick leave for less than
9 five (5) days shall be requested on the payroll timesheet. Absences over thirty (30)
10 days must be on the appropriate WSDOT Ferries Division form. For medical leaves
11 over thirty (30) days, the employee must also submit a Certificate of Health Care
12 Provider on the appropriate WSDOT Ferries Division form. WSDOT Ferries
13 Division shall provide employees with a Request for Extended Leave Form with an
14 explanatory cover letter normally no later than thirty (30) days after their first day
15 of absence. The completed Request for Extended Leave Form should be submitted
16 to WSDOT Ferries Division as soon as possible after receipt. On all leaves, the
17 employee must indicate a start date for the leave and an ending date for the leave.
18 The terms of all leaves of absence shall be reduced to writing and may be extended
19 up to the maximum time allowed for the specific leave. An employee must obtain
20 written managerial approved extensions before the end date of the leave, except in
21 cases of emergency. Extensions must be applied for a minimum of seven (7) days
22 before the end of the leave. Extensions to leaves beyond the maximum times
23 allowed will be non-precedent setting and will be at the discretion of the Employer.

24 **21.04 Return from Leave**

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

1 illness, which must be documented in writing and certified by a physician as soon
2 as possible in order to be considered for return to work.

3 **21.05 No Accrual**

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

8 **21.06 Reinstatement for Authorized Leaves Less than Forty-Six (46) Days**

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

21 **21.07 Reinstatement for Leaves Beyond Forty-Five (45) Days**

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

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

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

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

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

19 **21.08 Notice to Replacement Employee**

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

21 **21.09 Timely Return from Layoff**

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

1 **21.10 Personal Leave of Absence**

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

8 **21.11 Non-Occupational Medical Condition**

9 An employee, who has completed one (1) year of continuous employment, may
10 request a leave of absence due to a non-occupational medical condition that
11 prevents them from performing the essential job functions. Such leave shall be
12 granted to the employee upon presentation of a certificate on the appropriate
13 WSDOT Ferries Division form, from a licensed physician, confirming the
14 employee's continued inability to perform the essential job functions. An employee
15 absent for more than twelve (12) consecutive months, not broken by more than sixty
16 (60) days of work, may be subject to termination. After the year, the employee's
17 seniority is frozen and the seniority date adjusted if the employee returns to work.
18 There will be no impact to an employee's seniority date if the leave has been
19 authorized by a governor's proclamation directly related to health and safety. In no
20 event shall the employee be extended leave beyond eighteen (18) months of total
21 leave. Employees with ten (10) years of service after one (1) year of a non-
22 occupational medical leave shall be assigned to layoff status, which shall continue
23 for two (2) years within which the employee shall be given first right of return to
24 an open position after the employee proves their capability to perform as
25 established by a positive Essential Job Functions (EJF), as provided in this Section.

26 **21.12 Occupational Injury/Illness**

27 An employee, who suffers an occupational injury/illness, may request a leave of
28 absence for the period of incapacitation for which the employee is receiving

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

13 **21.13** WSDOT Ferries Division reserves the right to require any employee to be assessed
14 by a physician regarding the employee's ability to perform the essential job
15 functions. Employees shall not file a grievance through the grievance procedure nor
16 shall the Union process any grievance. Additionally, neither shall the Union process
17 any grievance nor file a legal action in any legal forum whatsoever regarding the
18 application of this Article.

19 **21.14** As provided for in [WAC 82-56-010](#), leave without pay will be granted for holidays
20 of faith and conscience for up to two (2) days per calendar year provided the
21 employee's absence will not impose an undue hardship on the Employer as defined
22 by [WAC 82-56-020](#) or the employee is not necessary to maintain public safety.

23 **21.15** **Washington State Paid Family and Medical Leave (PFML) Program**

24 A. The parties recognize that the Washington State Paid Family and Medical
25 Leave (PFML) Program ([RCW 50A](#)) is in effect and eligibility for and
26 approval for leave for purposes as described under that Program shall be in
27 accordance [RCW 50A](#).

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

5 C. Employees may designate vacation leave, compensatory time, or sick leave
6 as a supplemental benefit under the PFML, [RCW 50A](#). The Employer may
7 require verification that the employee has been approved to receive benefits
8 for paid family and/or medical leave under [RCW 50A](#) before approving
9 vacation leave as a supplemental benefit.

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

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/ 6/18/2024

 /s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 22**
2 **HOLIDAYS**

3 **22.01 Paid Holidays**

4 Eligible Employees will be provided with the following paid holidays each
5 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 <u>Indigenous Peoples' Day</u>	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the fourth Thursday in November
Christmas Day	December 25

6
7 All employees required to work on holidays shall be paid at the straight-time rate
8 of pay, with an additional one (1) hour's pay for each hour worked on the holiday.
9 Employees who work a shift that begins on the holiday and ends on the following
10 day shall be paid at the straight-time rate of pay, with an additional one (1) hour's
11 pay for each hour worked on that shift.
12 Employees who work a shift that begins the day preceding the holiday and
13 concludes on the holiday shall be paid at the straight-time rate of pay for all hours
14 worked on that shift.

1 **ARTICLE 23**
2 **COMPENSATORY TIME**

3 **23.01** Employees may elect to take a day of compensatory time in lieu of receiving
4 holiday pay subject to the following conditions:

5 A. The election to take a compensatory day in lieu of holiday pay may not be
6 exercised more than thirteen (13) times in any one (1) contract year.

7 B. Such election may be made on the employees' pay order covering the
8 particular holiday by designating the holiday hours as compensatory,
9 instead of holiday time.

10 **23.02** Any Terminal [Operations](#) Supervisor desiring to use accumulated compensatory
11 time off or single day vacation must submit a written request to the Employer not
12 more than one (1) year in advance indicating the number of compensatory days
13 off/vacation leave days requested. The Employer shall post a single day calendar
14 showing time available for guaranteed single days off. There shall be no fewer than
15 three (3) slots per day, year round, available for guaranteed single days off. Any
16 additional single day leave requests shall only be subject to management approval.

17 Compensatory days and single day vacation leave shall be approved by the
18 Employer solely on a first come first served basis and seniority shall not be a
19 consideration. In cases of a tie, a lottery will be conducted by the Union. No more
20 than two (2) guaranteed single days off will be allowed on any of the FASPAA
21 holiday lotto weeks, excluding the lotto day. On-call Terminal [Operations](#)
22 Supervisors who must have compensatory time or single day vacation leave
23 approved through the Employer will receive the appropriate Terminal [Operations](#)
24 Supervisor rate of pay, if they have worked a majority of the last two preceding
25 payroll cycles in a FASPAA position. Notification of approval will not be later than
26 the Wednesday posting of the weekly schedule.

27 **23.03** No more than two hundred forty (240) hours of such compensatory time off may
28 be accumulated by each employee. All accumulations beyond two hundred forty

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.

Tentative Agreement
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April 23, 2024
Page 2 of 2

1 (240) hours shall be paid in cash, and all accumulated compensatory time off shall
2 be taken prior to retirement.

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

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/ 4/23/2024

/s/ 4/24/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

6

1 **ARTICLE 24**
2 **VACATION LEAVE**

3 **24.01** After six (6) continuous months of employment, the employee shall receive
4 vacation leave they accrued during the initial six (6) months of employment
5 according to the vacation leave accruals set out below.

6 **24.02 Vacation Leave Accrual**

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

10 **24.03 Vacation Leave Accrual Rate Schedule**

11 For the employees referenced in the preceding [Section 24.02](#), the Vacation Leave
12 Accrual Rate Schedule shall be as follows:

Months or Years of Service	Hours per Total Months or per Year
Six (6) months	Forty-Eight (48)
Seven (7) months	Fifty-Six (56)
Eight (8) months	Sixty-four (64)
Nine (9) months	Seventy-two (72)
Ten (10) months	Eighty (80)
Eleven (11) months	Eighty-eight (88)
Twelve (12) months	Ninety-six (96)
Two (2) years	One hundred four (104)
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)

1

2 **24.04 Vacation Scheduling Committee**

3 A. The Vacation Scheduling Committee shall consist of two (2) representatives
4 of the Union. Each member of the Committee shall be paid, by the
5 Employer, two (2) full days' pay at the employee's straight-time rate when
6 performing Committee duties. Travel time and mileage shall be paid as
7 described elsewhere in this Agreement. [If one or both Vacation Schedule
8 Committee representatives are not available, an alternate Terminal
9 Operations Supervisor will be selected by the FASPAA Board.](#)

10 B. Vacation selections will commence on or about October 1 for the
11 succeeding calendar year and will be taken in accordance with the schedule
12 prepared by the Vacation Scheduling Committee. Rules governing the
13 process will be distributed by the Vacation Scheduling Committee twenty-
14 one (21) days prior to the selection process.

15 C. Vacation bids shall be done by phone by the Vacation Scheduling
16 Committee, beginning no later than October 1. Employees will be called in
17 seniority order, until all employees have been contacted. To expedite the
18 process, all employees must be available for a phone call. If the employee
19 does not answer their phone, the Committee will attempt to leave a message.
20 The employee will then have fifteen (15) minutes to return the call, at which
21 time the employee will be bypassed. Permanent Supervisors will complete

1 the entire vacation selection process first; then On-Call Supervisors will
2 select all required forty (40) hour block vacations from the remaining
3 weeks. Extra time will be given to employees traveling to and from work or
4 being at work and temporarily unavailable by phone.

- 5 D. 1. Permanent Supervisors with more than five (5) years of service with
6 the Employer shall select a minimum of one hundred sixty (160)
7 hours in forty (40) hour blocks for that calendar year.
8 2. Permanent Supervisors with more than two (2) years and up to five
9 (5) years of service with the Employer shall select a minimum of
10 three (3) forty (40) hour blocks for that calendar year.
11 3. Permanent supervisors with up to two (2) years of service with the
12 Employer shall select a minimum of two (2) forty (40) hour blocks
13 for that calendar year.
14 4. Non-permanent Supervisors are not required to select on the forty
15 (40) hour block FASPAA vacation calendar. When two (2) or more
16 forty (40) hour blocks are selected for that calendar year, they may
17 select from the single day calendar in that same calendar year.
18 However, when less than two (2) forty (40) hour blocks are selected
19 for that calendar year, they will forfeit selecting from the single day
20 calendar for that same calendar year.

21 E. ~~FASPAA~~ The Vacation Scheduling Committee will conduct a lottery of
22 requests for Super Bowl Sunday, **Mother's Day** Fourth of July,
23 Thanksgiving, Christmas Eve, and Christmas Day. These days will be
24 blocked out on the Single Day Calendar. The WSDOT Ferries Division will
25 predetermine how many slots may be approved and will notify FASPAA of
26 the number of slots prior to FASPAA conducting the lottery.

27 F. FASPAA will conduct a lottery of all forty (40) hour blocks that are vacated.

28 G. For non-year round employees, vacation time taken outside of the forty (40)
29 hour block selection cycles will be paid at the FASPAA rate of pay, if they

1 have worked a majority of the last two preceding payroll cycles in a
2 FASPAA position.

3 H. Forty (40) hour blocks will be concurrent with the employee's regular days
4 off. No vacation shall begin prior to Sunday of the selected vacation week.
5 Relief Supervisors will notify the Employer if they would like: the first two
6 (2) days prior to their forty (40) hour block vacation; or two (2) days
7 following their forty (40) hour block vacation.

8 I. Any employee whose work schedule has changed affecting their previously
9 scheduled forty (40) hour block vacation who wishes to begin and end their
10 vacation to coincide with their previously scheduled days off, must inform
11 the Employer a minimum of thirty (30) days prior to that work week.

12 **24.05** Vacation leave is accumulated to a total of three hundred twenty (320) hours except
13 that an employee may accumulate vacation leave in excess of three hundred twenty
14 (320) hours as long as the employee uses the excess balance prior to their
15 anniversary date. Any leave in excess of the three hundred twenty (320) hour
16 maximum shall be lost on the employee's anniversary date. Upon an employee's
17 retirement, no provision of this Article shall conflict with RCW 41.50.150
18 (Department of Retirement Systems).

19 **24.06** Each employee's anniversary date shall be twelve (12) months after entering
20 service of the Employer.

21 **24.07** Vacation leave is not available to the employee until the employee has served six
22 (6) continuous months of employment.

23 **24.08** A re-employed or reinstated employee must again serve six (6) months of
24 continuous employment before the employee is entitled to use vacation leave.

25 **24.09** Leave credits accumulated are cancelled automatically on separation after periods
26 of service of less than six (6) months.

27 **24.10** All accumulated annual vacation leave is cashed out when an employee with six
28 (6) continuous months of employment or more leaves the Employer's employment
29 for any reason.

1 **24.11** Vacation pay shall be computed on the basis of the straight-time rate in effect at the
2 time the vacation is taken per [Section 27.03](#). An employee may request an annual
3 statement showing the employee's unused vacation leave.

4 **24.12** Vacation credits as set out in [Section 24.02](#) shall be pro-rated and credited on a
5 monthly basis.

6 **24.13** A forty (40) hour block vacation cannot be cancelled once selected without the
7 approval of the Union and the Employer. Supervisors who select more than two (2)
8 single days on the guaranteed single day calendar in the same week will not be
9 allowed to select the same week during the annual forty (40) hour block vacation
10 selection.

11 **24.14** Cancellation of guaranteed single day selections must occur at a minimum of thirty
12 (30) days prior to the weekly posting.

13 **24.15 Vacation Leave Deferral**

14 With the approval of the Union, an employee may, for any reason, defer vacation
15 leave one (1) time only while working within this bargaining unit. They must defer
16 when contacted by the Vacation Scheduling Committee prior to selecting any other
17 forty (40) hour blocks. A deferral may be from one (1) to four (4) forty (40) hour
18 blocks. Medical deferrals are granted on a case-by-case basis, agreed to by the
19 Employer and the Union, and do not count towards the one-time deferral.

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/ 7/29/2024

/s/ 10/2/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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ARTICLE 25
SICK LEAVE

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

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:

1 A. For illness or injury which incapacitates employees to the extent that they
2 are unable to perform their work and for the reasons allowed under the
3 Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#);

4 B. In accordance with the Minimum Wage Requirements and Labor Standards,
5 [RCW 49.46.210](#), when an employee’s place of business has been closed by
6 order of a public official for any health-related reason as defined in WAC
7 296-128-600, ~~or~~ when an employee’s child’s school or place of care has
8 been closed for such a reason, or after the declaration of an emergency by a
9 local or state government or agency, or by the federal government; ~~health-~~
10 ~~related reason, as defined in WAC 296-128-600 (8), means a serious public~~
11 ~~health concern that could result in bodily injury or exposure to an infectious~~
12 ~~agent, biological toxin, or hazardous material; and health-related reason~~
13 ~~does not include closure for inclement weather;~~ Health-related reason does
14 not include closure for inclement weather.

15 C. For the period of time that an employee is sick or temporarily disabled
16 because of pregnancy or childbirth, in accordance with terms set forth in
17 this Article;

18 D. Leave for Family Military Leave as required by [RCW 49.77](#);

19 E. Leave for Domestic Violence Leave as required by [RCW 49.76](#); and

20 F. Care of family members as required by the Family Care Act, [WAC 296-130](#)
21 and the Minimum Wage Requirements and Labor Standards, [RCW](#)
22 [49.46.210](#).

23 1 Family member means a child, grandchild, grandparent, parent,
24 sibling, or spouse of an employee, and also includes any individual
25 who regularly resides in the employee’s home or where the
26 relationship creates an expectation that the employee care for the
27 person, and that individual depends on the employee for care.

1 “Family member” includes any individual who regularly resides in
2 the employee’s home, except that it does not include an individual
3 who simply resides in the same home with no expectation that the
4 employee care for the individual.

5 2. Child means a biological, adopted, or foster child, stepchild, a
6 child’s spouse or for whom the employee stands in loco parentis, is
7 a legal guardian or is de facto parent, regardless of age or
8 dependency status.

9 3. Grandchild means a child of the employee’s child.

10 4. Grandparent means a parent of the employee’s parent.

11 5. Parent means biological, adoptive, de facto, or foster parent,
12 stepparent, or legal guardian of an employee or the employee’s
13 spouse or registered domestic partner, or a person who stood in loco
14 parentis when the employee was a minor child.

15 6. Spouse means husband or wife, as the case may be or state registered
16 domestic partner as defined by RCW 26.60.

17 **25.04 Death in Employee’s Immediate Family**

18 Sick leave up to ten (10) days in any one (1) instance may be claimed and taken for
19 a death in the immediate family, or to attend the funeral of a member of the
20 employee’s family, which shall include the following relatives:

21 Any relative living in the employee’s household, as well as the employee’s spouse,
22 state registered domestic partner, parent or parent’s sibling, grandparent, sibling,
23 children of the employee, grandchild, in-laws (parent, sibling, child), and
24 stepchildren. The Employer may extend such sick leave upon reasonable request.

1 **25.05 Extension of Wages**

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

4 **25.06 Illness in Employee's Family**

5 See the preceding Subsection of [25.03](#) F.

6 **25.07 Sick Leave Certification and Verification**

7 The Employer may request, at its option, a verifying statement from the employee's
8 doctor to support sick leave claims. If medical certification or verification is
9 required for overtime-eligible employees, it shall be in accordance with the
10 Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#) and [WAC](#)
11 [296-128](#).

12 **25.08 Compensation from Other Sources**

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

16 **25.09 Transfer**

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

19 **25.10 Loss of Sick Leave on Separation**

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

1 **25.11 Reinstatement of Sick Leave Balance**

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

4 **25.12 Extension of Sick Leave**

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

9 **25.13 Sick Leave Buy-Out Upon Death or Retirement**

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

12 **25.14 Voluntary Employees Beneficiary Association (VEBA)**

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

18 **25.15 Sick Leave Annual Cash Out**

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

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

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

1 C. They notify their payroll office by January 31 that they would like to convert
2 their sick leave hours earned during the previous calendar year, minus any
3 sick leave hours used during the previous year, to cash.

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

5 **25.16 Use of Sick Leave in Lieu of Vacation**

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

9 On-Call Supervisors must be on vacation leave as a Terminal Supervisor to qualify
10 for sick leave under this section.

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/ 6/27/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 will also be paid for actual mileage traveled as a result of attending such hearings,
2 investigations, or proceedings.

3 **26.03 Military Leave**

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

8 **26.04 Leave for Education or Other Employment**

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

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/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 employed in lower terminal classifications, if the employee becomes disabled to
2 the extent the employee might otherwise lose their job.

3 **27.09** Before the Employer changes any Supervisor schedules that would constitute a shift
4 change, the Union shall name two (2) employees to a committee whose sole
5 purpose is to examine the proposed changes, and recommend improvements to the
6 Employer. The said committee will meet at least one (1) time a year prior to the
7 implementation of a system-wide-bid, and as needed. Union members will be paid
8 eight (8) hours at the regular straight-time rate of pay for each committee meeting.
9 Committee meetings will be scheduled to allow time for travel within the eight (8)
10 hour shift. Mileage will be paid as is appropriate. If management extends the
11 committee time, then travel time will be paid as appropriate.

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/ 8/5/2024

/s/ 8/5/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
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Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 28**

2 **DISCIPLINE**

3 **28.01** The Employer shall not discharge or otherwise discipline any employee without just
4 cause. Discipline includes oral and written reprimands, reductions in pay, suspensions,
5 demotions to a position in a lower classification, and terminations. The Employer may
6 use the term “warnings” in place of “reprimands”. Any of these disciplinary actions may
7 serve as the first step in discipline depending on the egregiousness of the violation(s) as
8 determined by management and is subject to just cause.

9 **28.02 Video Monitoring/Security Equipment/Key Boxes**

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

15 **28.03 Removal of Documents**

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

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

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

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

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

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

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

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

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

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

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

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/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 29**
2 **PERSONNEL RECORDS**

3 **29.01** There will be one (1) official personnel file maintained by the Employer for each
4 employee. The location of personnel files will be determined by the Employer.
5 Terminal Supervisors must be provided with a copy of all material placed in their
6 official personnel file.

7 **29.02** The Employer may also maintain a supervisor's working file for each employee.
8 Terminal Supervisors must be provided with a copy of all material placed in the
9 supervisor's working file. Material placed into the supervisor's working file related
10 to job performance will be brought to the Terminal Supervisor's attention. The
11 Terminal Supervisor may submit a written rebuttal to any information in the file
12 that the Terminal Supervisor considers objectionable. All material placed in the
13 supervisory working file relating to misconduct will be removed when the Terminal
14 Supervisor has been exonerated of wrongdoing. In all other cases, the Terminal
15 Supervisor may request that an appointing authority or designee remove material
16 after one (1) year unless circumstances warrant otherwise. Upon request of the
17 employee, the appointing authority or designee will provide the reasons for not
18 removing the material.

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/ 6/18/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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)~~ payment of two thousand seven hundred dollars (\$2,700.00) for Fiscal Year 2026 and a payment of two thousand seven hundred dollars (\$2,700.00) for Fiscal Year 2027. This payment will be dispersed on the July 25 paycheck. The payments will be split between three (3) equal payments of nine hundred dollars (\$900.00) per each Fiscal Year 2026 and Fiscal Year 2027. Checks will be payable in August 2025, December 2025, April 2026, August 2026, December 2026, and April 2027. 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.

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/ 8/22/2024

/s/ 8/25/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 31**

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

TENTATIVE AGREEMENT REACHED

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

For the Employer	Date	For the Healthcare Coalition	Date
/s/	9/24/2024	/s/	9/23/2024
<hr/>		<hr/>	
Janetta Sheehan, Sr. Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section		Kurt Spiegel, Executive Director WFSE	
		/s/	9/23/2024
		<hr/>	
		Jane Hopkins, President SEIU 1199NW	

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ARTICLE 32
HEALTH AND SAFETY AND EMPLOYER’S DRUG AND ALCOHOL-FREE
WORKPLACE POLICY

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.

32.03 Employer’s Drug and Alcohol-Free Workplace Policy

Employees will be in compliance with the Employer’s Drug and Alcohol-Free Workplace policy. Non-compliance may be grounds for discipline under

[Article 28](#) – Discipline. The Employer will provide notice to the Union of changes to the policy, as needed to ensure a continued safe and healthy work environment,

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.

Tentative Agreement
WSF-FASPAA 2025-2027 Negotiations
June 18, 2024
Page 2 of 2

1 and provide the Union with an opportunity to bargain, per [Article 41](#) – Mandatory
2 Subjects.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 6/18/2024

/s/ 6/18/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

3

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:

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

1

2 **33.09** In addition, there shall be, at certain terminals, parking spaces designated for
 3 administrative use. Terminal managers shall stipulate Terminal Supervisors' use of
 4 such parking spaces.

5

TENTATIVE AGREEMENT ONLY.
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Tentative Agreement
WSF-FASPAA 2025-2027 Negotiations
July 16, 2024
Page 3 of 3

- 1 **33.10** Supervisors serving on Administrative Assignments shall be provided parking at
2 that location.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 7/16/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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For the Employer

For the Union

 /s/ 8/5/2024

 /s/ 8/5/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

1 **ARTICLE 35**
2 **STANDARD DRESS**

3 **35.01 Supervisors are required to wear professional attire as follows:**

- 4 • Solid grey, navy, black, or khaki dress slacks, dress, or skirt;
- 5 • Long or short-sleeved dress blouses or collared dress shirts (no polo shirts);
- 6 • Shoes must be closed toe, closed heel, and slip resistant; in inclement
7 weather, appropriate foul weather footwear;
- 8 • Employer-provided sweater, jacket, vest, foul weather clothing, cap, or hat;
9 and
- 10 • Professional tie or scarf (Optional).

11 **35.02** In view of the Employer requiring the above dress code regarding proper attire, the
12 parties mutually recognize that employees are to be neat and well groomed.

13 **35.03** If requested, WSDOT Ferries Division shall continue to furnish supervisors with
14 foul weather gear.

15 **35.04** The Employer will pay each Terminal Operations Supervisor a stipend towards the
16 purchase, maintenance, and cleaning of the dress code attire of ~~five hundred~~
17 ~~dollars~~ one thousand dollars (~~\$500.00~~ 1,000.00) each Fiscal Year ~~2024-2026~~ and
18 Fiscal Year ~~2025~~ 2027. The dress code attire stipend will be divided into two (2)
19 equal payments of ~~two hundred and fifty~~ five hundred dollars (~~\$250.00~~ 500.00) each
20 Fiscal Year ~~2024-2026~~ and Fiscal Year ~~2025~~ 2027, with a payment in August
21 ~~2023~~ 2025, February ~~2024~~ 2026, August ~~2024~~ 2026, and February ~~2025~~ 2027. The
22 lump sum payment will be reflected in the employee's paycheck subject to all
23 required state and federal withholdings.

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TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

 /s/ 8/10/2024

 /s/ 8/10/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

ARTICLE 36
PASSES

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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

1 passes shall be used only on a space available basis. Nothing contained in this
2 Section shall be construed as applying to any employee engaged in traveling to or
3 from work with the Employer.

4 **36.08** Any employee, employee's spouse, or the employee's dependent(s) who knowingly
5 violates WSDOT Ferries Division Pass Use Policies will be subject to the
6 following:

- 7 A. First Offense – three (3) month suspension of pass privileges.
- 8 B. Second Offense – one (1) year suspension of pass privileges.
- 9 C. Third Offense – permanent revocation of pass privileges.

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

12 **36.09** The Employer shall comply with all federal and state tax regulations regarding the
13 use of passes.

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/ 7/16/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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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 Salsbury 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.

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/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

13

1 **ARTICLE 38**
2 **DISPATCH RULES**

3 **38.01 Relief and On-Call Terminal Operations Supervisors**

4 ~~The Employer will provide, via email, all available forty (40) hour block vacancies,~~
5 ~~for the next month, by the 12th day of the current month. Relief Supervisors will~~
6 ~~select, by seniority, monthly assignments of forty (40) hour shifts from all open~~
7 ~~forty (40) hour block vacancies. The selection will be made no later than the 15th~~
8 ~~day of the current month. If no selection is made by the Relief Supervisor, the~~
9 ~~Employer will assign the monthly schedule. Once the selection is made, it cannot~~
10 ~~be changed without the mutual agreement between the Employer and the employee.~~
11 ~~If another forty (40) hour block becomes available after the initial selection is made~~
12 ~~and before noon on the day of the posting, the new forty (40) hour block will be~~
13 ~~offered to all Relief Supervisors by seniority. The Relief Supervisors' responses are~~
14 ~~due by 2 pm the day of the posting. The intent is to have the Relief Supervisor~~
15 ~~provide consistency at the same terminal for the entire week, knowing this might~~
16 ~~not always be possible. All Relief Supervisors will be scheduled forty (40) hours~~
17 ~~before any activated On-Call Supervisors.~~

18 Relief Terminal Operations Supervisors dispatching will be as follows:

19 Each week prior to posting the relief schedule, by Tuesday at 2:00 p.m.,
20 relief Terminal Operations Supervisors will select, by seniority, forty (40)
21 hour blocks as provided by the Regional Terminal Operations Manager(s).
22 The forty (40) hour blocks may be from awarded forty (40) hour vacations,
23 protected leave absences, or made up of single days from the GSDV
24 calendar, sick leave requests, compensatory time requests, and any other
25 shifts not yet covered.

26 B. By seniority, Relief Terminal Operations Supervisors will be called to select
27 their schedule for the following week. If the employee does not call back

1 within thirty (30) minutes, they will be assigned one of the remaining forty
2 (40) hour blocks.

3 C. Once the Sunday work week begins, the days to which the relief are
4 scheduled cannot be changed without the mutual agreement between the
5 Employer and the affected relief Terminal Operations Supervisor.

6 D. All relief Terminal Operations Supervisors will be scheduled forty (40)
7 hours before On-Call Terminal Operations Supervisors.

8 E. Once all forty (40) hour blocks are fulfilled by relief Terminal Operations
9 Supervisors, any other shifts not yet covered will be assigned to On-Call
10 Terminal Operations Supervisors, with a work schedule up to forty (40)
11 hours.

12 **38.02 Process for Dispatch of On-Call Supervisors**

13 A. Weekly On-Call Dispatch

14 On-Call Supervisors will be dispatched in order of supervisor seniority. The
15 On-Call supervisor(s) schedule will be posted by Tuesday at 5:00 p.m.
16 Except for incidents of same day coverage requirements, each On-Call
17 Supervisor will be offered work up to forty (40) hours in a calendar week
18 before offering work to the next supervisor on the list.

19 ~~B. No Obligation to Dispatch if Results in Overtime~~

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

23 **38.03 On-Call Pool Placement**

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

1 **ARTICLE 39**
2 **GRIEVANCE PROCEDURE**

3 **39.01** The Union and the Employer agree that it is in the best interest of all parties to
4 resolve disputes at the earliest opportunity and at the lowest level. The Union and
5 the Employer encourage problem resolution between employees and management
6 and are committed to assisting in resolution of disputes as soon as possible. In the
7 event a dispute is not resolved in an informal manner, this Article provides a formal
8 process for problem resolution.

9 **39.02** **Terms and Requirements**

10 A. Grievance Definition

11 A grievance is an allegation by an employee or a group of employees that
12 there has been a violation, misapplication, or misinterpretation of this
13 Agreement, which occurred during the term of this Agreement. The term
14 “grievant” as used in this Article includes the term “grievants.”

15 B. Filing a Grievance

16 Grievances may be filed by the Union on behalf of an employee or on behalf
17 of a group of employees. If the Union does so, it will set forth the name of
18 the employee or a description of the group of employees.

19 C. Computation of Time

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

26 D. Failure to Meet Timelines

1 Failure by the Union to comply with the initial thirty (30) day deadline
2 contained in [Section 39.03](#) A, below, will result in automatic withdrawal of
3 the grievance. Failure by the Union to comply with other timelines
4 contained in this Grievance Procedure may be submitted to the arbitrator
5 for their determination. Failure by the Employer to comply with the
6 timelines will entitle the Union to move the grievance to the next step of the
7 procedure.

8 E. Contents

9 The written grievance should include the following information:

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

17 F. Modifications

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

20 G. Resolution

21 If the Employer provides the requested remedy or a mutually agreed-upon
22 alternative, the grievance will be considered resolved and may not be moved
23 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 Any time during the grievance process, by mutual consent, the parties may
17 use alternative methods to resolve a non-disciplinary grievance. If the
18 parties agree to use alternative methods, the time frames in this Article 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 associated with alternative methods will be shared
22 equally by the parties.

1 **39.03 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 may be used to attempt
6 to informally resolve the dispute.

7 B. Processing

8 **Step 1 – Terminal Manager:**

9 If the issue is not resolved informally, the Union may present a written
10 grievance to the Terminal Manager or designee with a copy to the WSF
11 Labor Relations Office within the thirty (30) day period described above.
12 The Terminal Manager or designee will meet or confer by telephone with a
13 union steward and/or staff representative and the grievant within fifteen (15)
14 days of receipt of the grievance and will respond in writing to the Union
15 within ten (10) days after the meeting.

16 **Step 2 – Director of Operations:**

17 If the grievance is not resolved at Step 1, the Union may request a Step 2
18 meeting by filing it with the Director of Operations or designee, with a copy
19 to the WSF Labor Relations Office, within fifteen (15) days of the Union’s
20 receipt of the Step 1 decision. The Director of Operations or designee will
21 meet or confer by telephone with a union steward and/or staff representative
22 and the grievant within fifteen (15) days of receipt of the appeal and will
23 respond in writing to the Union within ten (10) days after the meeting.

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

25 If the grievance is not resolved at Step 2, the Union may request a pre-
26 arbitration review meeting by filing the written grievance including a copy

1 of all previous responses and supporting documentation with the Office of
2 Financial Management State Human Resources Labor Relations Section
3 (OFM/SHR/LRS) at labor.relations@ofm.wa.gov with a copy to the
4 agency's Human Resource Office within fifteen (15) days of the Step 2
5 decision. Within fifteen (15) days of the receipt of all the required
6 information, the OFM/SHR/LRS representative or designee will discuss
7 with the Union:

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

14 Within fifteen (15) days of receipt of the request, a pre-arbitration
15 review meeting will be scheduled. The meeting will be conducted at
16 a mutually agreeable time. The OFM/SHR/LRS will notify the
17 Union, in writing, of the results within ten (10) days of the
18 conclusion of the pre-arbitration review meeting.

19 **Step 4 – Arbitration:**

20 If the grievance is not resolved at Step 3, or the OFM/SHR/LRS
21 representative or designee notifies the Union in writing that no pre-
22 arbitration review meeting will be scheduled, the Union may file a request
23 for arbitration. The demand to arbitrate the dispute must be filed with the
24 Federal Mediation and Conciliation Service (FMCS) within fifteen (15)
25 days of the Union's receipt of the written notification of results of the pre-
26 arbitration review meeting or receipt of the notice that no pre-arbitration
27 review meeting will be scheduled. However, by mutual agreement, the

1 parties may instead refer the dispute to the Public Employment Relations
2 Commission (PERC) for final resolution.

3 C. Selecting an Arbitrator

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

6 D. Authority of the Arbitrator

7 1. The arbitrator will:

8 a. Have no authority to rule contrary to, add to, subtract from,
9 or modify any of the provisions of this Agreement;

10 b. Be limited in their decision to the grievance issue(s) set forth
11 in the original written grievance unless the parties agree to
12 modify it;

13 c. Not make any award that provides an employee with
14 compensation greater than would have resulted had there
15 been no violation of this Agreement; and

16 d. Not have the authority to order the Employer to modify its
17 staffing levels.

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

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

3 E. Arbitration Costs

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

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

10 3. If either party desires a record of the arbitration, a court reporter may
11 be used. If that party purchases a transcript, a copy will be provided
12 to the arbitrator free of charge. If the other party desires a copy of
13 the transcript, it will pay for half of the costs of the fee for the court
14 reporter, the original transcript, and a copy.

15 4. Each party is responsible for the costs of its representatives,
16 attorneys, and all other costs related to the development and
17 presentation of their case. Every effort will be made to avoid the
18 presentation of repetitive witnesses. The Union is responsible for
19 paying any travel or per diem expenses for its witnesses, the
20 grievant, and the Union representative.

21

1 **39.04 Successor Clause**

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

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/ 6/18/2024

 /s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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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.

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For the Employer

For the Union

/s/ 6/18/2024

/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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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, 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

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June 18, 2024
Page 2 of 2

1 the meeting date unless the meeting is scheduled sooner, in which case the Union
2 will notify the Employer as soon as possible.

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/ 6/18/2024

_____/s/ 6/26/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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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.

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/ 6/18/2024
Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

/s/ 6/18/2024
Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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APPENDIX A COSTS AND WAGES

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

4 ~~Effective July 1, 2023 through June 30, 2024:~~

	Rate:
Supervisor	\$47.38
On-Call Supervisor	\$47.38
Probationary Supervisor	\$47.38
Probationary On-Call Supervisor	\$47.38
Relief Supervisor	\$55.67
Administratively Assigned Supervisor	\$55.67

5

6 Effective July 1, ~~2023~~2025 through June 30, ~~2024~~2026:

	Rate:
Supervisor	\$49.75 <u>51.74</u>
On-Call Supervisor	\$49.75 <u>51.74</u>
Probationary Supervisor	\$49.75 <u>51.74</u>
Probationary On-Call Supervisor	\$49.75 <u>51.74</u>
Relief Supervisor	\$58.45 <u>60.79</u>
Administratively Assigned Supervisor	\$58.45 <u>60.79</u>

1

2 Effective July 1, ~~2024~~2026 through June 30, ~~2025~~2027:

	Rate:
Supervisor	\$51.74 <u>53.81</u>
On-Call Supervisor	\$51.74 <u>53.81</u>
Probationary Supervisor	\$51.74 <u>53.81</u>
Probationary On-Call Supervisor	\$51.74 <u>53.81</u>
Relief Supervisor	\$60.79 <u>63.22</u>
Administratively Assigned Supervisor	\$60.79 <u>63.22</u>

3 **Penny Rounding Differences**

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

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/ 9/26/2024

/s/ 10/25/2024

Melanie Schwent, Lead Negotiator

Phil Olwell, Lead Negotiator
Executive Director

TENTATIVE AGREEMENT ONLY.
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Tentative Agreement - CORRECTED
WSF-FASPAA Negotiations
August 13, 2024
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OFM/SHR Labor Relations &
Compensation Policy Section

FASPAA

Schedule A

A	Schedule A	Anacortes	Bremerton	Mukilteo	Clinton	Edmonds	Kingston	Faultleroy	Vashon	Southworth	Pt. Defiance	Tahlequah	Pier 52	Bainbridge	Pt. Townsend	Coupeville	WSF 2901 Bldg.
		Anacortes	Time	2.7	1.4	1.6	1.6	2	1.9	2.3	2.6	2.5	2.8	1.7	2.3	1.6	1.1
	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	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	
Faultleroy	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	

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

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 determined to be financially feasible by OFM and subsequently
 funded by the Legislature in the 2025-2027 budget.

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
	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

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

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/ 6/18/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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

Data Sharing Agreement

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management (OFM), State Human Resources, Labor Relations Section, and the Ferry Agents, Supervisors and Project Administrators Association (FASPAA) (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Union which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the DSA.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares Category 3 or higher data. Additionally, ~~the Office of the Chief Information Officer~~ [Washington Technology Solutions](#) outlines in Policy #~~141.10~~-[SEC-08-01](#) that when an agency shares Category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide to the Union.

Category 3 – Confidential information

[Confidential information](#) is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10;
- b. Information about public employees as defined in RCW 42.56.250;

- 1 c. Lists of individuals for commercial purposes as defined in RCW 42.56.070
2 (9); and/or
- 3 d. Information about the infrastructure and security of computer and
4 telecommunication networks as defined in RCW 42.56.420.

5 Category 4 – Confidential Information Requiring Special Handling

6 Confidential information requiring special handling is information that is specifically
7 protected from disclosure by law and for which:

- 8 a. Especially strict handling requirements are dictated, such as by statutes,
9 regulations, or agreements; and
- 10 b. Serious consequences could arise from unauthorized disclosure, such as
11 threats to health and safety, or legal sanctions.

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

13 The Employer and the Union will strive to ensure that any sharing of personal or
14 confidential information is supported by a written DSA, which will address the following:

- 15 a. The data that will be shared;
- 16 b. The specific authority for sharing the data;
- 17 c. The classification of the data shared;
- 18 d. Access methods for the shared data;
- 19 e. Authorized users and operations permitted;
- 20 f. Protection of the data in transport and at rest;
- 21 g. Storage and disposal of data no longer required;
- 22 h. Backup requirements for the data if applicable; and

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.

Tentative Agreement
WSF-FASPAA Negotiations
July 16, 2024
Page 3 of 3

1 i. Other applicable data handling requirements.

2 **The provisions contained in this MOU become effective on July 1, 2023~~5~~. This MOU**
3 **shall expire on June 30, 2025~~7~~.**

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/ 7/16/2024

/s/ 7/29/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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**B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
FERRY AGENTS, SUPERVISORS AND PROJECT ADMINISTRATORS
ASSOCIATION (FASPAA)**

~~Re: Article 32 – Health and Safety – COVID-19 Vaccination~~

~~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 an up-to-date COVID-19 vaccination, to include any vaccinations recommended by the U.S. Centers for Disease Control and Prevention 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 (\$1,000.00) one-time lump sum payment to be paid no earlier than July 25, 2023, which will be provided as soon as practicable based upon their agency's human resources/payroll process. Employees who are no longer employed on July 1, 2023 are not entitled to receive the lump sum. 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:~~

- ~~1. The position in which the work was performed on the date the up to date status is verified; or~~
- ~~2. 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.~~

~~The employee will receive the lump sum payment only once during their employment with the State.~~

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.

Tentative Agreement
WSF-FASPAA Negotiations
September 26, 2024
Page 2 of 2

1 **Dated: July 25, 2022**

For the Employer

For the Union

/s/

/s/

Valerie Inforzato, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, President
FASPAA

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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/ 9/26/2024

/s/ 10/25/2024

Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Phil Olwell, Lead Negotiator
Executive Director
FASPAA

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1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **PEBB COALITION OF UNIONS**

6 **Medical Flexible Spending Arrangement Work Group**

7 Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the
8 State of Washington, the parties have agreed to a benefit involving a Medical Flexible
9 Spending Arrangement (FSA). Due to unknown reasons, a majority of eligible employees
10 did not use some or all of this benefit.

11 The parties agree to use the already scheduled quarterly series of meetings between Health
12 Care Authority (HCA), Office of Financial Management (OFM) and Union staff
13 representatives to review data and discuss possible options and solutions to increase
14 represented employees' awareness and utilization of the FSA benefit. The parties will focus
15 their efforts on the following items:

- 16 1. Creating an introductory paragraph explaining the FSA benefit for represented
17 employees for use in HCA communications. This communication shall include all
18 the participatory unions' logos and/or names provided by the unions as well as
19 HCA/PEBB branding.
- 20 2. Exploring the option of sharing a list of all eligible employees who did not use the
21 three ~~two~~ hundred ~~fifty~~ dollar (~~\$250~~ 300) benefit for the previous calendar year.
- 22 3. Creating a timely and targeted communication for those employees who have not
23 yet accessed their FSA benefit.
- 24 4. Reviewing existing communications provided to new employees about the FSA
25 benefit.
- 26 5. Assisting the Coalition of Unions with providing information to their members
27 about the FSA benefit.

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

~~LEAVE WITH PAY IN RESPONSE TO EMERGENCY PROCLAMATION 23-05~~

~~On August 19, 2023, Governor Jay Inslee issued emergency Proclamation 23-05 declaring a state of emergency exists in all areas of the state of Washington. All state agencies have been directed to utilize state resources to assist affected political subdivisions in an effort to respond to and recover from the event. Because the threat to life and property from existing wildfires is extraordinary and significant and has caused harm to state employees as well as extensive damage to homes, public facilities, businesses, public utilities, and infrastructure, all impacting the life and health of state employees throughout Washington State, the parties enter into this agreement for the purpose of assisting state employees who have been directly impacted by this emergency.~~

~~Beginning August 19, 2023 forward, the following shall apply:~~

~~The Employer may temporarily grant up to three (3) days of leave with pay per occurrence to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss. Employers may require verification of the use of leave with pay.~~

~~If three (3) days of leave with pay are approved, an employee is not required to use the three (3) days of leave with pay consecutively, and it does not need to be taken in full day increments.~~

~~This MOU will expire when the emergency proclamation 23-05 has been rescinded or when the emergency rule is rescinded, whichever is first.~~

~~Dated: August 28, 2023.~~

