

1 The Parties Agree to not open the following articles- They will remain Status Quo

- 2 ○ Rule 2- Recognition
- 3 ○ Rule 3- Union Security
- 4 ○ Rule 4- Management Rights
- 5 ○ Rule 6- Scope
- 6 ○ Rule 8- Health and Safety
- 7 ○ Rule 9- Meal Discount
- 8 ○ Rule 13- Strikes, Work Stoppages and Lockouts
- 9 ○ Rule 15- JLRC
- 10 ○ Rule 16- Emergency Service
- 11 ○ Rule 22- Severance Pay
- 12 ○ Rule 31- Probationary Periods
- 13 ○ Rule 32- Savings
- 14 ○ Rule 33- Union Negotiation Committee
- 15 ○ Rule 35- Other Applicable Legal Requirements
- 16 ○ Rule 36- Introduction to new Technology
- 17 ○ Addendum A- MOU- Cameras
- 18 ○ Addendum B- MOU- Transfers
- 19 ○ Addendum C- MOU- Enhanced Firefighting
- 20 ○ Addendum F- MOU- Retired Employees
- 21 ○ Addendum G- MOU- Regarding Early Relieving Procedures
- 22 ○ Addendum H- MOU- Bidding Part-Time Watches

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/ 5/21/2024

/s/ 5/21/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

1 The Parties Agree to not open the following articles- They will remain Status Quo

- 2 ○ Rule 11
- 3 ○ Rule 12
- 4 ○ Appendix A Rule 4

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For the Employer

For the Union

 /s/ 6/4/2024

 /s/ 6/4/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

5

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.

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- 1 The Parties Agree to not open the following articles- They will remain Status Quo
- 2 ○ Rule 5
- 3 ○ Rule 34
- 4 ○ Appendix C Rule 4
- 5 ○ Appendix C Rule 5

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For the Employer

For the Union

 /s/ 5/21/2024

 /s/ 5/21/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

1

PREAMBLE

2 The Rules contained herein constitute an Agreement between the STATE OF
3 WASHINGTON, (hereinafter referred to as the “Employer”), and the
4 INLANDBOATMEN’S UNION OF THE PACIFIC, MARINE DIVISION OF THE
5 INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, (hereinafter referred
6 to as the “Union”), governing wages, hours and other conditions of employment of
7 employees as classified.

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

12 The parties are committed to developing and maintaining a high performing public
13 workforce that provides access, meaningful services, and improved outcomes for all
14 Washingtonians. The Employer encourages facilitation of workgroups and roundtable
15 conversations within and amongst divisions to discuss diversity, equity and inclusion. The
16 ever-increasing diversity of our population and workforce defines who we are as a people
17 and drives the public’s expectations of us as public service employees. An important goal
18 is to build work environments that are respectful, supportive and inclusive to everyone.
19 Promoting diversity, equity and inclusion furthers an environment of honesty, which can
20 only occur when individuals feel safe to speak openly and with confidence that co-workers
21 and leadership will accept diverse contributions, opinions and ideas.

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For the Employer

For the Union

 /s/ 5/21/2024

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Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

1

RULE 1 – DEFINITIONS

2 SPECIFIC DEFINITION: Unless the context of a particular section of this Agreement

3 clearly dictates otherwise, the following terms shall have the following meanings:

4 **1.01 Agreement**

5 The term, “Agreement,” shall refer to the present contract, of which this Section is

6 a part, as it presently exists between the Employer and the Union.

7 **1.02 Employee**

8 The term, “employee,” includes all persons in the service of the Employer classified

9 in this Agreement.

10 **1.03 Employer**

11 The term, “Employer,” means the State of Washington.

12 **1.04 Union**

13 The term, “Union,” means the Inlandboatmen’s Union of the Pacific, Marine

14 Division of the International Longshore and Warehouse Union.

15 **1.05 Parties**

16 The term, “parties,” means the Employer and the Union.

17 **1.06 Termination**

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

19 the Employer.

1 **1.07** **Inclement**

2 The term, “inclement,” shall be those weather conditions which are sufficiently
3 uncomfortable that the affected employee feels the need, consistent with the
4 established uniform policy, to wear additional clothing or foul weather gear.

5 **1.08** **Demotion**

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

8 **1.09** **Promotion**

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

11 **1.10** **Extra Service Vessel**

12 An “extra service vessel” is any vessel assigned to a route for the purpose of
13 temporarily providing extended or more frequent service on that route, and not
14 appearing on the current printed schedule in effect at that time.

15 **1.11** **Year Round Positions**

16 The term, “year round positions,” or “year round shift,” is eighty (80) hours of
17 scheduled straight-time work within a two (2) week work period, which is expected
18 to exist, during periods of the lowest level of scheduled service.

19 **1.12** **Temporary Position**

20 The term, “temporary position,” or “temporary shift,” is any position and/or shift
21 which is not defined as a year round position or shift.

1 **1.13** **Year Round Employee**

2 The term, “year round employee,” is any employee who is assigned to a year round
3 position.

4 **1.14** **Relief Employee**

5 The term, “relief employee,” shall be an employee working on a year round basis,
6 offered at least forty (40) hours of work per week in the terminal department, and
7 eighty (80) hours of work in the deck department per work period, to relieve
8 employees who are not scheduled for work or to work various assigned shifts. A
9 relief deck employee has all necessary qualifications and documents to work any
10 and all routes.

11 **1.15** **Part-Time Employee**

12 The term, “part-time employee,” shall be an employee who may or may not be
13 working on a year round basis, and is not offered forty (40) hours of straight-time
14 pay per week. The employee should be scheduled to work the greatest number of
15 hours per work week based on their hire date as according to the appropriate
16 Appendix and its Rules. The part-time employee may work, on a daily basis, any
17 additional non-scheduled hours at the applicable rate of pay. When requested by a
18 part-time employee, their schedule will include at least two (2) consecutive days
19 off each work week.

20 **1.16** **On-Call Employee**

21 The term, “on-call employee,” shall be an employee who may or may not be
22 working on a year round basis, and who is not offered forty (40) hours of straight-
23 time pay per week. The employee will be assigned work based on their date of hire
24 and availability.

1 **1.17 Touring Watch**

2 A “touring watch” is a watch to which the employee is assigned where they are on
3 duty for two (2) successive work shifts not to exceed a total of sixteen (16) working
4 hours separated by a minimum of eight (8) hours off between watches during a
5 maximum period of twenty-seven (27) hours. The overtime provisions of this
6 Agreement shall apply if these watches are varied. With consideration for safety
7 and employee well-being, employees will not be required to report to the second
8 half of their tour at the scheduled start time if they have not received a minimum of
9 eight (8) hours’ rest. Employees will be required to sail for the second scheduled
10 trip through the end of their scheduled shift.

11 **1.18 Able Bodied Seaman**

12 The term, “able bodied seaman,” is one with a minimum of an eighteen (18) month
13 merchant marine credential.

14 **1.19 Working Able Seaman Bos’n**

15 The term, “working able seaman bos’n,” shall refer to the foreperson of the vessel’s
16 deck crew, who shall have the same work duties and responsibilities as are assigned
17 to able seamen, in addition to that of a foreperson.

18 **1.20 Work Week**

19 The term, “work week,” shall be seven (7) consecutive days. The terminal &
20 information departments’ work week is Sunday through Saturday.

21 **1.21 Two (2) Week Work Schedule**

22 The term, “two (2) week work schedule,” is fourteen (14) consecutive calendar days
23 in which an employee is scheduled working days and days off.

1 **1.22 Lay-Up**

2 A vessel that is in lay-up status is not available for service due to either scheduled
3 or unscheduled maintenance and is not assigned to a route. Lay-up status does not
4 apply to a vessel in stand-by status.

5 **1.23 Penalty Pay**

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

10 **1.24 Pay Period**

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

15 **1.25 Continuous Employment**

16 “Continuous employment” shall be broken by resignation, discharge, termination
17 or written notice of layoff of six (6) months or more.

18 **1.26 Spouse**

19 Spouse means all persons such as a wife, husband, or registered domestic partner.

20 **1.27 Compensatory Time Accrual Caps**

21 Deck employees may accrue a maximum of ~~four~~ five hundred (~~400~~500) hours of
22 compensatory time for overtime hours worked. Employees may also accrue a
23 maximum of ~~four~~ five hundred (~~400~~500) hours of compensatory time for hours
24 worked on a holiday. Consistent with other provisions of this Agreement,

1 employees shall be paid in cash for any hours that exceed a ~~four~~ five hundred
2 (~~400~~500) hour cap.

3 Terminal and information department employees may accrue a maximum total of
4 two hundred forty (240) hours of compensatory time for overtime and/or holiday
5 hours worked.

6 **1.28 Mileage**

7 The term, “mileage,” refers to reimbursement for the use of a privately owned
8 motor vehicle. Reimbursement for the use of a privately owned motor vehicle is
9 payable to only one (1) traveler when two (2) or more travelers are traveling in the
10 same motor vehicle on the same trip.

11 **1.29 Floating Crew**

12 Floating crews are year round positions that are scheduled for less than forty (40)
13 hours per week or eighty (80) hours in a two (2) week work period and have specific
14 assigned float days that allow them to be available for fill in work to meet the eighty
15 (80) hour guarantee.

16 On days the crew is not scheduled they will be offered work from all available
17 assignments by seniority using the deck dispatch by seniority procedure -during the
18 version process ~~prior to relief and on-call employees~~. A floating crew employee will
19 be paid travel time and mileage when dispatched away from their shift relieving
20 terminal.

21 Float Crew employees are required to select an available assignment they could
22 work.

23 Float Crew employees are not subject to the work shift point system as outlined in
24 the Williams arbitration ruling dated February 19, 2010.

1 **1.30 Disability**

2 Disability is defined as in federal and state law.

3 **1.31 OS Exempt**

4 Deck department employees that are unable to be SCBA fit tested due to
5 documented medical reasons, shall be exempt from donning an SCBA.

6 **1.32 Shore Gang Foreperson**

7 A senior member of Eagle Harbor Maintenance Facility Shore Gang responsible
8 for the planning, coordination and supervision of vessel and terminal work,
9 leadership of the Shore Gang workforce, and general management of the Shore
10 Gang shop at the Eagle Harbor Maintenance Facility.

11 **1.33 Shore Gang ~~Leadperson – Vessel~~**

12 A. Lead - Vessel

13 Directs the Eagle Harbor Maintenance Facility Shore Gang workforce for
14 vessel work.

15 B. ~~Shore Gang Leadperson~~ – Terminal

16 Directs the Eagle Harbor Maintenance Facility Shore Gang workforce for
17 terminal work.

18 **1.34 Watchman**

19 A member of Shore Gang assigned by the foreperson with the responsibilities of
20 overseeing the safety and security of the Eagle Harbor Maintenance Facility outside
21 of core business hours.

1 **1.35** **Home Terminal/Relieving Terminal**

2 Home terminal is the terminal closest to an employee’s residence. Relieving
3 terminal refers to the terminal of commencement of their shift.

4 **1.36** **Discipline**

5 The Employer shall not discharge or otherwise discipline any employee without
6 just cause. Discipline includes oral and written reprimands, reductions in pay,
7 suspensions, demotion to a position in a lower classification or termination as
8 documented in the employees personnel file.

9 **1.37** **Extra Hours**

10 The term, “extra hours,” refers to when a relief employee is called back to work
11 after picking or working between seventy-six (76) and seventy-nine (79) hours.
12 Call-back pay will apply only to extra hours that are offered outside the version
13 process and any hours over eighty (80) are paid at the overtime rate of pay. Refer
14 to [Rule 10.03](#) for proper pay procedure.

15 **1.38** **Call Back Pay**

16 [When an employee works A full shift of overtime in any capacity \(OS, AB, Bosun,](#)
17 [Quartermaster\) while working onboard a vessel, and reliefs that have between](#)
18 [seventy-six \(76\) to seventy-nine \(79\) hours and are called back for extra hours, 4](#)
19 [hours of “callback pay” shall be at their seasonal assignment rate of pay.](#)

20 [Reliefs receive callback pay per Rule 1.37.](#)

21 [Deck on call and permanent employees receive call back pay when the start of shift](#)
22 [is at 80 hours or more.](#)

23 [Terminal on call and permanent employees receive call back pay when the start of](#)
24 [shift is at 40 hours or more.](#)

25 **1.39** **Refusal**

1 A refusal is when a deck employee is required to be available for work and work is
2 offered. The employee turns down work or does not return a phone call in the
3 required timelines. Employees are not allowed to refuse directly or by not
4 answering a phone call in the required timelines when in assignment mode.
5 Refusals are not allowed in assignment mode and constitute a violation.

6 **1.40 Guaranteed time**

7 When a deck relief has selected between 76 and 79 hours and does not take other
8 work. They will be paid the difference to reach 80 hours straight time.

9 **1.41. Established Touring Watches**

10 Established touring watches are K, L and M in Friday Harbor. A watch containing
11 two (2) or more tours.

12 **1.42 Redirect (on same route)**

13 When dispatch is unable to fill a position on a route and the vessel is in danger of
14 not sailing on the route, dispatch may request an employee from another vessel on
15 the route to redirect to the vessel in danger of not sailing. The job will be offered
16 from the most senior employee to the least senior. If no one accepts the job the
17 least senior employee shall fill the position. Early callout and/or overtime is
18 applicable per employees regularly scheduled watch for the day and callback pay
19 does not apply. This will not become standard practice for filling jobs on a watch.

20 **1.43 Reroute (going to a different route)**

21 An employee may be asked to reroute to a different route when called by dispatch.
22 Dispatch shall make all attempts to fill these positions with Reliefs and On-call
23 first, using Relief and On-call dispatch procedures. The employee has the right to
24 refuse a reroute. Early callout and/or overtime is applicable per employees
25 regularly scheduled watch for the day and callback pay does not apply. Dispatch

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1 shall call the employees by seniority to offer a reroute.

2

3 OTHER DEFINITIONS AND TERMS: Unless the context of a particular section
4 in question indicates otherwise, all other words and terms used in this Agreement
5 shall be given their common and ordinary meaning.

6

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For the Employer

For the Union

 /s/ 7/24/2024

 /s/ 8/5/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

7

1

RULE 7 – CREW REQUIREMENTS

2 **7.01** At a minimum, all vessels will be manned at the established Certificate of
3 Inspection (COI) as defined by the United States Coast Guard (USCG). The
4 Employer at its discretion may man with AB positions in exchange of OS positions.
5 The current COI manning levels established by the USCG are as follows:

	Super Class	
Full COI	< 450 pax	< 300 pax
4 AB	4 AB	4 AB
3 OS	2 OS	1 OS

6 • San Juan Islands only from October 1 through June 15 – may reduce by a
7 licensed mate instead of an OS.

Jumbo Mark I Class	
4 AB	
3 OS	

8

Jumbo Mark II Class	
4 AB	
4 OS	

9

Olympia Class	
Full COI > 768 pax	< 768 pax
5 AB	4 AB
4 OS	3 OS

- 1 • When carrying more than seven hundred sixty-eight (768) passengers
 2 operating on the Bremerton/Seattle run, and/or the sun deck is open to
 3 passengers, in addition to the mate/first class pilot, a licensed mate shall
 4 also be carried, and the number of ordinary seaman may be reduced to three
 5 (3).
- 6 • When carrying less than seven hundred sixty-eight (768) passengers
 7 operating on the Bremerton/Seattle run, and the sun deck is closed to
 8 passengers, in addition to the mate/first class pilot, a licensed mate shall
 9 also be carried in lieu of an ordinary seaman.

Issaquah Class (excluding Sealth)	
Full COI	< 300 pax
4 AB	4 AB
3 OS	2 OS

- 10
- 11 • Reduction only on: Point Defiance – Tahlequah; Fauntleroy-Vashon-
 12 Southworth; Mukilteo-Clinton.
- 13 When operating on a multi-destination run that requires a deckhand to count
 14 passengers, manning ~~cannot~~ may be reduced below full COI, but not below

1 Coast Guard requirements. Efforts will be made to fill the Full COI, if they
2 can't fill the COI Short Crew Pay will be paid per Rule 7.04.

Sealth	
Full COI	< 300 pax
4 AB	4 AB
2 OS	1 OS

- 3 • Reduction only on: Point Defiance – Tahlequah; Fauntleroy-Vashon-
4 Southworth; Mukilteo-Clinton. When operating on a multi-destination run
5 that requires a deckhand to count passengers, full COI Issaquah Class
6 manning will apply.

Evergreen State Class	
Full COI	< 300 pax
4 AB	4 AB
2 OS	1 OS

- 7
- 8 • Reduction only on: Point Defiance – Tahlequah; Fauntleroy-Vashon-
9 Southworth; Mukilteo-Clinton.

Kwa-di Tabil Class	
Full COI	< 380 pax
4 AB	4 AB

3 OS	1 OS
------	------

1 Notes:

2 A. When making repositioning movements from one (1) terminal to another,
3 or transiting to refueling sites, or conducting sea trials, provided no
4 passengers are on board, the deck crew may be reduced to:

- 5 • 3 AB and 2 OS (Jumbo Mark II, Jumbo Mark I, Super); or
- 6 • 2 AB and 1 OS (Issaquah, Evergreen State, Kwa-de Tabil,
7 Olympic).

8 B. When making repositioning movements from one (1) berth to another at the
9 same terminal, provided no passengers are on board, the deck manning may
10 be reduced to 2 AB.

11 **7.02** The Employer and the Union agree that every effort will be made to man the vessels
12 of the Employer, while in service, with the standard complement of crew personnel
13 in accordance with the COI. Additionally, the Union recognizes that the Employer
14 may, at its discretion, staff above the COI minimum.

15 **7.03** Except in cases of emergency and for movements within the vicinity of Eagle
16 Harbor, when any vessel is not manned in accordance with the COI by unlicensed
17 personnel in the deck department, the wages of the position(s) shall be divided
18 equally among the employees performing the work of the unfilled position(s). If a
19 crew shortage occurs on a holiday, the holiday rate of pay shall apply.

20 **7.04** The vessel shall notify dispatch of any shortage on the watch. Dispatch will fill the
21 position(s) as soon as possible. The position(s) in the meantime will be offered to
22 the most senior available qualified person(s) on board in the necessary
23 classification(s). In the event the least senior employee is necessary to man the boat,
24 they shall remain.

1 A. When, at the Employer’s discretion, the Employer elects to man a vessel at
2 a higher level than required by the graduated COI passenger level, because
3 the vessel normally operates with less than a level of three hundred (300)
4 (three hundred [300] and/or four hundred and fifty [450] in SJI) passengers,
5 and a vacancy occurs reducing the manning to the graduated manning level
6 allowed by the USCG, for example, if WSF crews a vessel at four (4) AB’s
7 & two (2) OS’s and that vessel regularly sails with less than three hundred
8 (300) passengers, WSF will not have to pay short crew if one (1) OS is
9 absent.

10 Rule 7.04 Short Crew will not apply:

- 11 1. Should a vacancy occur, WSF may fill the position if resources
12 allow and all other vacancies in the system that are required to be
13 filled are filled.
- 14 2. For emergent situations, any qualified OS on watch will be upgraded
15 until such time as a replacement can be found. This upgrade only
16 applies to situations as described above.

17 **7.05** In the event vessels or facilities are added or if present units are re-engined, the
18 parties shall immediately meet to negotiate the appropriate wages, hours, terms and
19 conditions of employment for any employee(s) assigned to the vessel or facility. In
20 the event the parties fail to agree within three (3) working days or any mutually
21 agreed upon extension, either party may invoke the provision of [RCW 47.64](#) for
22 final resolution of the matter.

23 **7.06** Each season, one (1) member of each crew on all auto carrying vessels shall be
24 designated by seniority as a working Able Seaman Bos’n and one (1) member of
25 each crew on all auto carrying vessels shall be designated as the Quarter Master by
26 seniority. A senior employee who rejects a Bos’n or Quarter Master position may
27 not serve in the position for the rest of the season except in the absence of the
28 regular Bos’n or Quarter Master. In the absence of a regular Bos’n or Quarter

1 Master of thirty (30) days or less, the position will be filled by the most senior
2 employee on a daily basis. A designated Bos'n or Quarter Master may not switch
3 positions in case of an absence. If no crew members accept the positions, the Master
4 shall assign the Bos'n and Quarter Master position at their discretion. Should said
5 employee accept employment out of the bargaining unit of more than one thousand
6 eighty (1,080) compensated hours in a calendar year, the employee, upon returning
7 to the bargaining unit, shall not be designated Able Seaman Bos'n during that
8 calendar year, except on vessels with only two (2) AB's. If the Bos'n or Quarter
9 Master position becomes vacant due to a documented extended leave of thirty-one
10 (31) days or more, the Bos'n or Quarter Master position will be filled by one (1) of
11 the crew members who were assigned an extended temporary or permanent AB
12 position on that watch at the beginning of the season, for the remainder of the
13 season. Any resulting AB vacancy shall be filled by an extended temporary bid.
14 When returning from a medical leave absence, the Bos'n or Quarter Master will
15 resume their position on the watch. After the start of the season, a crew member
16 who comes onto a watch through an extended temporary bid, or who is bumped
17 back to their permanent position is not eligible to claim the Bos'n or QM position,
18 unless no other crew member wants the position.

19 **7.07** The wage rates contained in this Agreement for Able Seaman apply to employees
20 occupying Able Seaman positions aboard and holding U.S. Merchant Mariners
21 documents endorsed as Able Seaman (eighteen [18] months minimum), and to
22 employees occupying OS positions with ten (10) years or more of service with
23 WSF, and who cannot obtain AB endorsements due to physical reasons. Employees
24 in the latter group shall provide the Employer with official evidence from the USCG
25 of their inability, due to physical reasons, to secure the AB endorsements.

26 **7.08** An Able Seaman with ten (10) or more years of service may change jobs without
27 loss of pay if the employee becomes handicapped to the extent that the employee
28 might otherwise lose the job, or if the employee is assigned to such other job by the
29 Employer.

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Tentative Agreement
WSF IBU 2025-2027 Negotiations
July 12, 2024
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For the Employer

For the Union

/s/ 7/12/2024

/s/ 7/12/2024

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OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, P/SR Regional Director
Inlandboatmen’s Union of the Pacific

RULE 10 – MINIMUM MONTHLY PAY AND OVERTIME

10.01 All overtime worked by an employee will be paid at one and one-half (1½) times the employee’s straight-time rate of pay. Actual time will be reported but overtime will be paid in the following six (6) minute increments based on the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid at one and one-half (1½) the employee’s straight-time rate of pay, in one (1) hour increments.

When a deck employee is involuntarily held over after their scheduled watch is completed due to dispatch being unable to fill the position for the oncoming watch, or there is a late dispatch that precludes the relieving employee from arriving before the start time of the watch, the employee held over will receive a hold over penalty equal to one (1) hour of straight time wage for every hour held over, with a minimum of two (2) hours and a maximum of four (4) hours. If the employee is held over as a result of their properly dispatched relief not reporting on time to relieve them from their watch, hold over penalty pay shall not apply to the employee who is held over.

An employee who is otherwise entitled to earn pay for a full work shift or a partial shift of not less than one (1) hour increments at the overtime rate under provisions of this Agreement may opt to take compensatory time at a later date in lieu of receiving the overtime pay. Compensatory time off will be scheduled pursuant to [Rule 18.03](#) and [Appendix B, Rule 3.04](#). No more than fifty (50) days of such compensatory time off may be accumulated by each employee. All accumulations beyond fifty (50) days shall be paid in cash, and all accumulated compensatory time off shall be taken prior to retirement.

Deck Employees

An employee who wishes to be called for overtime on their regularly scheduled day(s) off will advise dispatch in writing and will be placed on the overtime

1 availability list. Employees will be dispatched by OS seniority from the overtime
2 availability list, starting with the most senior employee. Employees will specify
3 ~~may limit the~~their routes ~~and/or~~ hours preference ~~they will work~~ using the Overtime
4 Route Preference sheet in order to be placed on the overtime availability list. Once
5 a year, at the beginning of the calendar year during Winter season bidding, Dispatch
6 will purge the overtime availability list, employees will provide an updated
7 Overtime Route Preference sheet in order to be added to the list. Once an employee
8 has been dispatched for an overtime opportunity, their name will be checked off for
9 that work period. At the beginning of each work period, dispatch will return to the
10 top of the overtime availability list and will repeat the process set forth.

11 Dispatch shall not offer jobs to employees who call dispatch to inquire about
12 overtime jobs out of seniority order. Employees who call dispatch to inquire about
13 overtime jobs will go to the bottom of the overtime list for the work cycle.

14 Dispatch shall call and leave a message describing all known overtime assignments,
15 including location and hours of overtime assignments. Confirmation of start time
16 will be made if needed during a return phone call.

17 **10.02** Year round deck employees who are called in to work on a scheduled day off, or
18 after completing a scheduled shift and been released, and have a minimum of eighty
19 (80) non-overtime compensated hours in the work period will be compensated at
20 the overtime rate of pay. In addition, they will receive four (4) hours of pay at the
21 employees seasonally assigned job classification straight-time rate of pay
22 regardless of the length of the overtime shift or the hours actually worked.

23 Terminal & Information Department Employees

24 Year round employees in the terminal and information departments, who are called
25 in to work on a scheduled day off, or after completing a scheduled shift and been
26 released, and have a minimum of forty (40) non-overtime compensated hours in the
27 work period/week will be compensated at the overtime rate of pay. In addition, they
28 will receive four (4) hours of pay at the employees seasonally assigned job

1 classification straight-time rate of pay of the length of the overtime shift or the
2 hours actually worked.

3 **10.03 Relief Employees**

4 Relief and on-call deck employees that work an additional day beyond a defined
5 eighty (80) hour work period and have a minimum of eighty (80) non-overtime
6 compensated hours in a work period, will be compensated at the overtime rate of
7 pay of the position being worked or their currently assigned position, whichever is
8 greater. In addition, they will receive four (4) hours of pay at their regular straight-
9 time rate of pay regardless of the length of the overtime shift or the hours actually
10 worked. On-call employees with less than eighty (80) hours compensated time will
11 not receive the four (4) additional hours pay (see examples below).

12 **On-Call Deck Employees**

13 On-call employees called in to work and have seventy-nine (79) hours or less in a
14 work period:

- 15 A. X hours of straight-time to eighty (80) hours;
16 B. X hours of overtime above eighty (80) hours; and
17 C. Does not receive four (4) hours call back.

18 EXAMPLE: Employees who have worked less than eighty (80) hours and is
19 assigned a shift that puts them over eighty (80) hours they will receive the overtime
20 rate for all hours over eighty (80) and will not receive four (4) hour call back.

21 On-call employee called in to work and has eighty (80) hours or more in a work
22 period:

- 23 A. All hours above eighty (80) at overtime rate of time and a half (1½); and
24 B. Four (4) hours call back at straight-time rate.

1 EXAMPLE: Employee has worked eighty (80) hours in a work period. Employee
2 is called into work for eight (8) hours of work. The employee receives eight (8)
3 hours at time and a half (1½) of their straight-time rate. Employee receives four (4)
4 hours call back at their straight-time rate.

5 **Relief Deck Employees**

6 Relief Employees called to work and have between seventy-six (76) and seventy-
7 nine (79) hours:

- 8 A. X hours of straight-time to eighty (80) hours;
- 9 B. X hours of overtime above eighty (80) hours; and
- 10 C. Four (4) hours call back at straight-time.

11 EXAMPLE: Employee has worked seventy-six (76) hours in a work period.
12 Employee is called into work on their scheduled “free day” for eight (8) hours of
13 work. The employee receives four (4) hours straight pay and four (4) hours pay at
14 time and a half (1½) of their straight-time rate. Employee receives four (4) hours
15 call back at their straight-time rate.

16 The first scheduled shift shall be paid at the straight-time rate; the second
17 consecutive shift worked shall be at the overtime rate; the third consecutive shift
18 worked shall be at two and one-half (2½) times the straight-time rate, unless the
19 employee has had a minimum of a six (6) hour break preceding the third shift
20 excluding travel time. Sixteen (16) hours including uncompensated time off
21 between work shifts shall constitute the first and second shift. Reliefs who have
22 eighty (80) hours or more and are called in to work overtime for an additional watch
23 or on a scheduled day off, shall receive travel time and mileage from the terminal
24 closest to their home per [Schedules A](#) and [D](#) for the watch worked.

25 **Terminal and Information Department Employees**

1 [Relief](#), ~~P~~part-time and on-call employees in the [T](#)terminal and [I](#)information
2 departments that work an additional day beyond a defined forty (40) hour work
3 week Sunday through Saturday and have a minimum of forty (40) non-overtime
4 compensated hours in a work week, will be compensated at the overtime rate of pay
5 of the position being worked or their currently assigned position, whichever is
6 greater. In addition, they will receive four (4) hours of call back pay at their regular
7 straight-time rate of pay regardless of the length of the overtime shift or the hours
8 actually worked.

9 **10.04** Employees called to work prior to commencing their regular scheduled shift shall
10 receive the overtime rate of pay in increments of one (1) hour for early call-out.
11 Early call-outs shall not be on a daily or regularly scheduled basis. This Rule does
12 not apply to WSF training ([Rule 29.05](#)).

13 All [Deck](#) call-outs ~~exceeding of~~ four (4) hours [or more](#) shall be paid a minimum of
14 eight (8) hours pay at the overtime rate.

15 [All Terminal and Info Department call-outs exceeding four \(4\) hours shall be paid](#)
16 [a minimum of eight \(8\) hours pay at the overtime rate.](#)

17 **10.05** Employees may request not to work overtime. This request will be granted unless
18 no other qualified replacement is available or a bona fide emergency exists which
19 requires said employee to work overtime.

20 **10.06** 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 and four (4) hours call back.

23 **10.07** An employee may refuse call back assignments on scheduled days off or scheduled
24 vacation and shall not be disciplined for refusing said assignments. The Employer
25 has the right to require an employee to work overtime if no other qualified
26 employee is available or if vessel manning requirements cannot be fulfilled in a
27 timely manner. The Employer must make direct contact with the employee for an

1 assignment under this Rule. When called out under this Rule the employee is
2 guaranteed a minimum of eight (8) hours pay at the overtime rate plus travel time
3 and mileage. The employee may also elect to take an additional day off, excluding
4 holidays, within forty-five (45) days of the initial call out. The additional day off
5 may be taken as vacation, compensatory time, or a substitute day (Leave Without
6 Pay). This substitute day (Leave Without Pay) is only applicable to this Rule and
7 its application under this Rule will not be used as evidence in any grievance or
8 Unfair Labor Practice (ULP).

9 **10.08** Employees called back to work on their scheduled assigned days off will receive a
10 minimum of eight (8) hours pay at the overtime rate. The overtime rate of pay shall
11 be paid at the employee's regular rate of pay or the position worked, whichever is
12 greater. This Section shall not apply to part-time employees.

13 **10.09** All employees in year round positions shall be guaranteed forty (40) hours of pay
14 per one (1) week work schedule or eighty (80) hours of pay per two (2) week work
15 schedule, as set forth elsewhere in this Agreement.

16 All employees in designated relief positions as defined in [Rule 1.14](#) shall be offered
17 forty (40) hours of work per one (1) week work schedule in the terminal department
18 or eighty (80) hours of work per two (2) week work schedule in the deck department
19 as set forth elsewhere in this Agreement. Reliefs that reject work and fail to accept
20 other comparable work within the one (1) or two (2) week work schedule shall
21 forfeit guarantee pay for the work schedule in which work was rejected.

22 **10.10** Overtime shall be paid to each employee required to work an extended work day as
23 a result of a time changeover from Pacific Daylight Savings Time to Pacific
24 Standard Time.

25 [10.11 All employees, regardless of classification, shall have all hours compensated by the](#)
26 [union count towards their eighty \(80\) \(deck\) or forty \(40\) \(terminal and](#)
27 [information\) straight time hours needed to be offered overtime. The Union and the](#)

TENTATIVE AGREEMENT ONLY.
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1 Employer agree that notice will be provided as soon as possible for days that will
2 be recognized as Union business.
3 This will not result in employees changing their regularly scheduled workdays.
4 Union business that falls on an overtime day will be paid by the Union.
5 Employees still have the option of using their own vacation or comp leave banks in
6 lieu of Union reimbursement.

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/ 7/15/2024

 /s/ 7/16/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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RULE 14 – GRIEVANCE PROCEDURE

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

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14.02 Terms and Requirements

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A. Grievance Definition

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

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B. Filing a Grievance

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

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Pay Order Disputes

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Prior to filing a formal grievance over pay discrepancies, employees may submit a fact-finding claim form to their supervisor, port captain, or Employer designee when they have been ~~red-lined~~, by-passed, or denied pay. The Employer will investigate the facts and respond, in writing, to the employee and the Union within ~~ten~~ fifteen (15) business days. If the facts show the employee was denied pay in violation of the contract, the Employer will submit a corrective pay order(s) and the employee will be made whole on the next pay period. If the employee’s claim is denied, they

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1 may file a formal grievance within the thirty (30) day timeline (commencing
2 upon the conclusion of the Employer’s investigation) as specified in [Rule](#)
3 [14.03](#) below.

4 C. Computation of Time

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

11 D. Failure to Meet Timelines

12 Failure by the Union to comply with the initial thirty (30) day deadline
13 contained in [Rule 14.03](#) A below, will result in automatic withdrawal of the
14 grievance. Failure by the Union to comply with other timelines contained
15 in this Grievance Procedure may be submitted to the arbitrator for their
16 determination. Failure by the Employer to comply with the timelines will
17 entitle the Union to move the grievance to the next step of the procedure.

18 E. Contents

19 The written grievance should include the following information:

- 20 1. A statement of the pertinent facts surrounding the nature of the
21 grievance;
- 22 2. The date the incident occurred;
- 23 3. The specific Rule and/or Section of the Agreement violated;
- 24 4. The specific remedy requested;
- 25 5. The name of the grievant or description of the group; and

1 6. The name and signature of the Union representative.

2 F. Modifications

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

5 G. Resolution

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

9 H. Withdrawal

10 A grievance may be withdrawn at any time.

11 I. Resubmission

12 If terminated, resolved or withdrawn, the same grievance cannot be
13 resubmitted.

14 J. Consolidation

15 The Employer or the Union may consolidate grievances arising out of the
16 same set of facts.

17 K. Bypass

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

20 L. Discipline

21 The Employer shall not discharge or otherwise discipline any employee
22 without just cause. Discipline includes oral and written reprimands,
23 reductions in pay, suspensions, demotion to a position in a lower

1 classification, and termination. Any of these disciplinary actions may serve
2 as the first step in discipline depending on the egregiousness of the
3 violation(s) as determined by management. WSF will notify the IBU via e-
4 mail regarding any disciplinary action.

5 Disciplinary grievances will be initiated at the level at which the disputed
6 action was taken.

7 M. Alternative Resolution Methods

8 Any time during the grievance process, by mutual consent, the parties may
9 use alternative methods to resolve a non-disciplinary grievance. If the
10 parties agree to use alternative methods, the time frames in this Rule are
11 suspended. If the selected alternative method does not result in a resolution,
12 the Union may return to the grievance process and the time frames resume.
13 Any expenses and fees of alternative methods will be shared equally by the
14 parties.

15 **14.03 Filing and Processing**

16 A. Filing

17 A grievance must be filed within thirty (30) days of the occurrence giving
18 rise to the grievance or the date the grievant knew or should reasonably have
19 known of the occurrence. This thirty (30) day period may be used to attempt
20 to informally resolve the dispute.

21 B. Processing

22 **Step 1 – Director of Operations:**

23 If the issue is not resolved informally, the Union may present a written
24 grievance to the Director of Operations or designee with a copy to the
25 WSDOT ferries division Labor Relations Office at
26 laborrelations@wsdot.wa.gov within the thirty (30) day period described

1 above. The Director of Operations or designee will meet or confer by
2 telephone with the Union representative and the grievant within fifteen (15)
3 days of receipt of the grievance, and will respond in writing to the Union
4 within twenty (20) days after the meeting.

5 **Step 2 – Pre-Arbitration Review Meetings (PARM):**

6 If the grievance is not resolved at Step 1, the Union may request a PARM
7 by filing the written grievance including a copy of all previous responses
8 and supporting documentation with the OFM State Human Resources Labor
9 Relations Section (LRS) representative at labor.relations@ofm.wa.gov with
10 a copy to the agency’s Human Resource Office within fifteen (15) days of
11 the Step 1 decision. Within fifteen (15) days of the receipt of this
12 information, the LRS representative or designee will discuss with the
13 Union:

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

20 Within fifteen (15) days of receipt of the request, a PARM will be
21 scheduled. The meeting will be conducted at a mutually agreeable time. The
22 LRS will notify the Union, in writing, of the results within ten (10) days of
23 the conclusion of the PARM.

24 **Step 3 – Arbitration:**

25 If the grievance is not resolved at Step 2, or the LRS representative or
26 designee notifies the Union in writing that no PARM will be scheduled, the
27 Union may file a request for arbitration. The demand to arbitrate the dispute

1 must be filed with the Federal Mediation and Conciliation Service (FMCS),
2 or with the Public Employment Relations Commission (PERC) within
3 fifteen (15) days of the Union's receipt of the written notification of results
4 of the PARM or receipt of the notice no PARM will be scheduled. Once the
5 dispute has been referred to arbitration with either the FMCS or the PERC,
6 the parties will mutually request that a settlement conference be conducted
7 by the PERC. If the PERC is unable or unwilling to conduct a settlement
8 conference, the parties will mutually request that a mediator be appointed
9 by the Regional Director of the FMCS.

10 C. Selecting an Arbitrator

11 If a grievance has been processed through Step 2 of the grievance procedure
12 and the parties have not resolved such grievance, the Union may select
13 either the FMCS or the PERC to settle the dispute. If the FMCS is selected,
14 the parties will select an arbitrator by mutual agreement or by alternately
15 striking names supplied by the FMCS.

16 This will apply to the first five (5) grievances filed after July 1, 2021. The
17 next five (5) grievances not resolved at Step 2, in which the Union seeks
18 arbitration to settle the dispute, the Employer will select either the FMCS
19 or the PERC. This approach will continue with the Union selecting between
20 the FMCS or the PERC on the next five (5) consecutive grievances,
21 followed by the Employer selecting on the next five (5) grievances,
22 unresolved at Step 2 and the Union desires to proceed to arbitration.
23 Grievances settled between the parties, prior to an arbitration award, will
24 not count as one of the five (5) selections by either party.

25 The method described above will continue until July 1, 2022 at which time
26 the alternating process will begin again with the Union selection of the first
27 five (5) grievances followed by the Employer and continue until June 30,
28 2023.

1 D. Authority of the Arbitrator

2 1. The arbitrator will:

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

5 b. Be limited in their decision to the grievance issue(s) set forth
6 in the original written grievance unless the parties agree to
7 modify it; and

8 c. Not have the authority to order the Employer to modify their
9 staffing levels, unless the arbitrator finds that the Employer
10 has violated the staffing levels required by this Agreement.

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

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

22 E. Arbitration Costs

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

25 2. If the arbitration hearing is postponed or canceled at the request of
26 one party, that party will bear the cost of the postponement or

1 cancellation. The costs of any mutually agreed upon postponements
2 or cancellations will be shared equally by the parties.

3 3. If either party desires a record of the arbitration, a court reporter may
4 be used. If that party purchases a transcript, a copy will be provided
5 to the arbitrator free of charge. If the other party desires a copy of
6 the transcript, it will pay for half (1/2) of the costs of the fee for the
7 court reporter, the original transcript and a copy.

8 4. Each party is responsible for the costs of its representatives,
9 attorneys, and all other costs related to the development and
10 presentation of their case. Every effort will be made to avoid the
11 presentation of repetitive witnesses. The Union is responsible for
12 paying any travel or per diem expenses for its witnesses, the grievant
13 and the Union representative.

14 **14.04 Successor Clause**

15 Grievances filed during the term of the 2021-2023 Agreement will be processed to
16 completion in accordance with the provisions of the 2021-2023 Agreement.

17 **14.05 Union Stewards**

18 The Union will designate union stewards by classification within each department
19 (who shall be recognized by the Employer) and will forward the list to the
20 Employer. The union steward is recognized as an authorized representative of the
21 Union for settling grievances and disputes. Representatives of management with
22 authority to settle such matters will meet with the union steward and work for the
23 resolution of such matters. A union steward who has participated in Step 1 of this
24 procedure will be allowed to attend grievance meetings, without loss of wages or
25 benefits, scheduled by the Employer.

26 Union stewards will be allowed to investigate grievances during their normal work
27 day provided no necessary and required work is interrupted by the steward's

1 absence and the steward's supervisor has given the steward prior approval to
2 engage in such activity.

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/ 4/22/2024

 /s/ 4/22/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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RULE 17 – CLASSIFICATIONS AND RATES OF PAY

17.01 Wages

Effective July 1, 2025~~3 through June 30, 2025~~, the wage rates for each classification represented by the Union will be increased by four percent (4%). Effective July 1, 2026, the wage rates for each classification represented by the Union will be increased by four percent (4%).

The AB Relief working Bos'n or Quartermaster wage will be 5% less than the job class of Second Mate in the MM&P Mates CBA. If the Second Mate rate is changed, the AB Relief working Bos'n or Quartermaster wage will be adjusted to maintain the 5% differential. Other job classes under this CBA will receive the same percentage adjustment applied to the AB Relief working Bos'n or Quartermaster wage, under this section.

These wage rates are:

<u>POSITION</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
AB*	\$ 40.94 * 36.23	\$ 42.58 38.40
AB Relief	\$ 48.91 * 43.46	\$ 50.87 46.07
AB-BOS'N and AB-Quartermaster	\$ 43.06 * 38.15	\$ 44.78 40.44
AB Relief Working Bos'n/Quartermaster	\$ 51.47 * 45.78	\$ 53.53 48.53
OS and OS-Exempt	\$ 33.28 30.19	\$ 34.61 32.00
<u>OS and OS-Exempt w/AB Credential</u>	<u>\$34.28*</u>	<u>\$35.65</u>
OS Relief	\$ 39.94 36.23	\$ 41.54 38.40
<u>OS Relief w/AB Credential</u>	<u>\$40.94*</u>	<u>\$42.58</u>

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<u>POSITION</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
Auto Ticket Seller	\$ 36.75 ^{33.34}	\$ 38.22 ^{35.34}
Purser	\$ 36.75 ^{33.34}	\$ 38.22 ^{35.34}
Passenger Ticket Seller	\$ 36.75 ^{33.34}	\$ 38.22 ^{35.34}
Auto Ticket Taker	\$ 32.97 ^{29.91}	\$ 34.29 ^{31.70}
Passenger Ticket Taker	\$ 32.97 ^{29.91}	\$ 34.29 ^{31.70}
Terminal Watch/Attendant	\$ 31.53 ^{28.60}	\$ 34.29 ^{**30.32}
Web Information Agent**	\$ 37.19 ^{33.74}	\$ 38.68 ^{35.76}
Information Agent	\$ 34.33 ^{31.14}	\$ 35.70 ^{33.01}
Shore Gang Foreperson**	\$ 48.72 ^{44.20}	\$ 50.67 ^{46.85}
Shore Gang Leadperson	\$ 46.38 ^{42.08}	\$ 48.24 ^{44.60}
Shore Gang	\$ 43.93 ^{39.85}	\$ 45.69 ^{42.24}

1 Entry Level Rates (deck, terminal and information employees who have not
 2 completed their probationary period).

<u>POSITION</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
OS and OS-Exempt	\$ 28.29 ^{25.66}	\$ 29.42 ^{27.20}
<u>OS and OS-Exempt w/AB Credential</u>	\$ 29.29 [*]	\$ 30.46
Auto Ticket Taker	\$ 28.03 ^{25.42}	\$ 29.15 ^{26.95}
Passenger Ticket Taker	\$ 28.03 ^{25.42}	\$ 29.15 ^{26.95}

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.

Terminal Watchperson	\$ 26.89 <u>24.40</u>	\$ 29.15 <u>**25.86</u>
Terminal Attendant	\$ 26.89 <u>24.40</u>	\$ 29.15 <u>**25.86</u>
Web Information Agent	\$ 32.14 <u>29.15</u>	\$ 33.43 <u>30.90</u>
Information Agent	\$ 29.62 <u>26.87</u>	\$ 30.80 <u>28.48</u>
Terminal Ticket Seller	\$ 31.29 <u>28.39</u>	\$ 32.54 <u>30.09</u>
Passenger Ticket Seller	\$ 31.29 <u>28.39</u>	\$ 32.45 <u>30.09</u>

1 * Effective July 1, 2025, the wage rates for employees in AB qualified positions
2 include a \$1 per hour market adjustment.

3 ** Effective July 1, 2026, the Terminal Watch/Attendant wage rate has been
4 increased equal to the Ticket Taker wage rate.

5 On-call deck and terminal employees that have completed their probation of six (6)
6 months and successfully bid a year round position, or temporary position shall be
7 compensated at the full-time rate of pay for that job classification.

8 Information department employees that have completed their probation of six (6)
9 months and successfully bid a year round position or temporary position, shall be
10 compensated at the full-time rate of pay for that job classification.

11 **17.02 Penny Rounding Differences**

12 Labor and management recognize that the statewide payroll system (HRMS)
13 rounds payroll calculations to five (5) decimal places. Therefore, manual
14 calculations using rates in the Collective Bargaining Agreement may result in
15 penny rounding differences. The parties accept that these differences do not require
16 further payroll adjustments that would cause the employee to pay back penny
17 rounding differences or for management to add penny rounding differences to an
18 employee's pay.

1 **17.03** The use of the following power tools entitles the user to two dollars (\$2.00) per
2 straight-time hour increments: spray painting equipment, jitterbugs, deck grinders
3 and the Goff deck blasting and pneumatic, gas or electric power tools used for
4 preservation. The increment for overtime hours will be four dollars (\$4.00) per
5 hour. Payment under this provision shall not be made for hours in which another
6 task rate such as one for handling toxic by-products is being paid.

7 **17.04 Shoreside Maintenance Compensation**

8 Pay for a full-shift period shall be a sum equivalent to the straight-time hours
9 worked, less thirty (30) minutes, times the straight-time regular hourly rate with no
10 premium. Pay for a full second shift shall be a sum equivalent to the straight-time
11 hours worked, less thirty (30) minutes, times the regular day shift hourly rate, plus
12 ten percent (10%). Pay for a full third shift shall be a sum equivalent to the straight-
13 time hours worked, less thirty (30) minutes, times the regular day shift hourly rate,
14 plus fifteen percent (15%).

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

For the Employer

For the Union

/s/ 10/15/2024

/s/ 10/17/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

RULE 18 – VACATIONS

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18.01 Each employee with a minimum of six (6) months’ employment shall receive one (1) working day of vacation leave, with full payment for each month of completed employment, up to and including, twelve (12) months. Additional bonus days of vacation leave will be credited for satisfactorily completing the first two (2), three (3), four (4), five (5), seven (7), nine (9), eleven (11), thirteen (13) fourteen (14), sixteen (16), eighteen (18), twenty (20), twenty-two (22), twenty-four (24), twenty-six (26) twenty-eight (28) and thirty (30) years of employment. Employees will accrue vacation leave according to the rate schedule in [Section 18.02](#).

18.02 The Vacation Leave Accrual Rate Schedule shall be as follows:

6 months.....	6 working days
7 months.....	7 working days
8 months.....	8 working days
9 months.....	9 working days
10 months.....	10 working days
11 months.....	11 working days
12 months.....	12 working days
2 years	13 working days
3 years	15 working days
4 years	17 working days
5 years	20 working days
7 years	21 working days

1 9 years22 working days
2 11 years23 working days
3 13 years24 working days
4 14 years25 working days
5 16 years26 working days
6 18 years28 working days
7 20 years29 working days
8 22 years30 working days
9 24 years31 working days
10 26 years32 working days
11 28 years33 working days
12 30 years34 working days

13

14 **18.03** Vacation and Compensatory Time Pre-Scheduling Process – Deck Employees
15 Only. Shore Gang employee vacation requests shall comply with [Appendix A, Rule](#)
16 [3.16](#).

17 A. Vacation pre-scheduling will commence no later than October 1st for the
18 succeeding year, at which time each employee will be sent vacation request
19 forms. Employees with five (5) or more years of service shall use the forty
20 (40) hour block vacation request form to select a “minimum” of one
21 hundred twenty (120) hours, in “segments” of forty (40) hours or two (2)
22 “segments” of forty (40) hours and a maximum of five (5) single days, of
23 available vacation leave during the time period of the first work period of

1 January through the last work period of December, based on a three hundred
2 sixty-five (365) day calendar from which employees pick consecutive forty
3 (40) hour segments which may or may not coincide with their days off. To
4 qualify for single vacation day selections employees with:

- 5 1. One (1) to four (4) years of services must have been awarded a
6 minimum of forty (40) hours of vacation during the selection
7 process.

8 In the event an employee's days off fall within the guaranteed vacation segment,
9 then the employee's vacation days off will move forward to ensure that the
10 employee has fully used the required segment of vacation leave. At least two (2)
11 weeks prior to the selected vacation block(s), all deck employees assigned to a
12 watch may choose to schedule their forty (40) hour vacation segments to coincide
13 with the assigned watch's scheduled days off or scheduled relief/on-call free days,
14 or from Sunday to Saturday of the week selected. (On the vacation bid form
15 employees will have a check box to indicate their preference.) All vacation requests
16 must be in to the Employer by October 15th.

17 Employees with five (5) or more years of service who do not submit a vacation
18 request form will be assigned one hundred twenty (120) hours of vacation in three
19 (3) forty (40) hour blocks. Employees with less than five (5) years of service who
20 do not submit a vacation request form will be assigned forty (40) hours in one (1)
21 forty (40) hour block.

22 Awarded vacation slots may be exchanged by an employee for any open forty (40)
23 hour block on the vacation calendar at least two (2) weeks prior to the start of the
24 work period in which the time off is being requested and at least two (2) weeks'
25 prior to the start of the work period in which the time off is being returned.

1 Vacation Scheduling Committee (VSC)

2 B. Vacations shall be taken in accordance with the schedule prepared by the
3 VSC, which shall meet annually to prepare a schedule for the next calendar
4 year.

5 C. Vacations will be scheduled by date of hire seniority fleet-wide.

6 D. Vacation scheduling will begin by October 1st and will be completed by
7 October 30th of each year. Following completion, results will be sent to the
8 employee's home and a copy to all terminals.

9 E. Compensation for the Vacation Scheduling Committee

10 The VSC shall consist of not less than three (3) representatives of the Union.
11 In the event that more time is required to complete the scheduling process,
12 WSF may approve additional hours for committee members. Each member
13 of the Committee shall be paid, by the Employer, up to ~~five (5)~~ six (6)-full
14 days' pay at the Employee's straight-time rate when performing
15 Committee duties. Travel time shall be paid on an hour-by-hour basis, only
16 if the travel occurs outside the eight (8) hour work shift. Mileage will be
17 calculated based on ~~MapQuest~~ Google Maps.

18 By October 30th, the VSC will post the employee's initial vacation request
19 results.

20 Employee challenges to the posted vacation schedule must be submitted to
21 the bid administrator within five (5) calendar days of the posting of the
22 vacation schedules.

23 After this date all unused summer schedule forty (40) hour vacation
24 segments will be closed. Unused, non-summer schedule forty (40) hour
25 vacation segments will be open on a first-come, first-served basis, in a
26 minimum of three (3) day increments. Requests for these slots will be in

1 writing to the bid administrator at least two (2) weeks prior to the start of
2 the work period in which the time off is being requested. This time frame
3 will allow the requests to be entered into the dispatch system and included
4 in versions one (1) and two (2) of the open job assignments as described in
5 [Appendix A, Rule 5](#) of the current contract.

6 F. Single vacation day and compensatory time off scheduling will occur as
7 follows: Employees who qualify, using the single day vacation form
8 provided, may indicate their selection(s) starting November 1st and return
9 the form to the Employer no later than November 12th. In the event
10 employee selections exceed the slots available for any particular day,
11 seniority will prevail. Notification to employees of their selection(s)
12 requests will be posted by November 30th.

13 G. During the calendar year, the Employer will maintain the three hundred
14 sixty-five (365) day calendar, as identified in [Subsection 18.03 A](#), above,
15 which will indicate any remaining slots available for single vacation day
16 and/or compensatory time usage. Employees who qualify may request
17 specific available days off with seven (7) days' advance notice to the
18 Employer, [requests with fewer than seven \(7\) days notice will be granted](#)
19 [on a case by case basis](#). In the event an employee request for a single day of
20 vacation or compensatory day off, where no slots are available, the
21 Employer may, at its sole discretion, grant the request. If denied, the
22 employee may request a review of this decision by the Union. The decision
23 to deny the vacation or compensatory day off request and/or the review of
24 the denial will not be subject to the grievance procedure.

25 H. During the first week of each month, the Employer will email Employees
26 the current and updated three hundred sixty-five (365) day single day and
27 forty (40) hour bid week vacation results and availability.

28 I.H. The Employer will provide [forty-five \(45\)](#) ~~forty (40)~~ ~~fifty (50)~~ segments of forty (40)
29 hours per week starting with the first work period of the vacation calendar

1 selection year in support of [Subsection 18.03 B](#), above. [The Employer will](#)
2 [provide fifty \(50\) segments of forty \(40\) hours per week for the weeks](#)
3 [containing Christmas and Thanksgiving.](#)

4 [J.](#) The Employer will provide ~~ten (10)~~[twelve \(12\)](#) slots per day starting with
5 the first work period of the single day and/or compensatory day three-
6 hundred and sixty-five (365) day calendar in support of [Subsection 18.03 F](#),
7 above. ~~From October 1st through May 31st there shall be an additional two~~
8 ~~(2) slots per day for a total of twelve (12) slots per day.~~ For the following
9 days, fifteen (15) slots will be available:

- 10 1. Mother's Day
- 11 2. Memorial Day
- 12 3. July 4th [& 5th](#)
- 13 4. Labor Day
- 14 5. Thanksgiving and the following day
- 15 6. Christmas Eve and Christmas Day

16 [K.J.](#) Employee challenges to the posted single day vacation schedule shall be
17 submitted in writing to the bid administrator no later than five (5) calendar
18 days of such posting.

19 [L.K.](#) Terminal department vacation and compensatory time off will be scheduled
20 as according to [Appendix B, Rule 3.01](#).

21 **18.04** Vacation leave may be accumulated to a total of three hundred twenty (320) hours.
22 If not taken by the employee's anniversary date following the accrual of three
23 hundred twenty (320) hours, the amount in excess of three hundred twenty (320)
24 hours shall lapse.

1 **18.05** Each employee's anniversary date shall be twelve (12) months after entering
2 service of the Employer.

3 **18.06** Vacation leave is not available to the employee unless the employee has served six
4 (6) continuous months of employment and not available until the employee has
5 worked one thousand, forty (1,040) hours.

6 **18.07** A re-employed or reinstated employee must again serve six (6) months of
7 continuous employment before the employee is entitled to use vacation leave.

8 **18.08** Leave credits accumulated are canceled automatically on separation after periods
9 of service of less than six (6) months.

10 **18.09** All accumulated annual vacation leave is allowed when an employee leaves the
11 Employer's employment for any reason.

12 **18.10** A. Vacation pay shall be computed on the basis of the straight-time rate in
13 effect at the time the vacation is taken. An employee may request an annual
14 statement showing the employee's unused vacation leave.

15 B. Any employee must work a minimum of two (2) consecutive days as Bos'n
16 or Quarter Master immediately preceding a vacation in order to qualify for
17 the Bos'n or Quarter Master rate of pay for the vacation. If an employee
18 works Bos'n or Quarter Master for less than two (2) consecutive days
19 immediately preceding a vacation, the AB rate of pay will apply.

20 **18.11** Vacation credits as set out in [Section 18.01](#) shall be prorated and credited on a
21 monthly basis.

22 **18.12** Vacation accruals for part-time and on-call employees will be computed on a
23 percentage of two thousand, eighty (2,080) straight-time or guaranteed time hours
24 compensated during the year. Each part-time and on-call employee may request to
25 have an audit of their vacation accruals within ninety (90) days of their anniversary
26 date. The audit will adjust vacation credits up or down based on the percentage of

1 two thousand, eighty (2,080) hours for each employee. Any adjustments will be
2 made to the employees leave bank within thirty (30) days.

3 **18.13** Once a vacation has been granted to an employee, it will be allowed regardless of
4 the vessel or terminal to which the employee is assigned and may not be changed
5 except with the employee's days off or as provided for in [Section 18.15](#), below,
6 unless the change is mutually agreed upon between the employee and their
7 management.

8 **18.14** Employees on approved leave of absence during the vacation pre-scheduling
9 process will not be required to submit a vacation request for the following year.
10 However, upon their return from the approved leave the employee may request
11 vacation segments of forty (40) hours as identified and approved by the Employer.
12 Single vacation days or compensatory days usage are subject to [Subsection 18.03](#)
13 F and G for deck, [Appendix B, Rule 3](#) for terminal.

14 **18.15** All awarded forty (40) hour block vacations shall be taken even if the employee
15 does not have adequate leave time. For medical reasons vacations may be canceled
16 on a case-by-case basis when mutually agreed upon by the Employer and the Union.

17 [For Deck employees, a](#) maximum of fifteen (15) awarded single day vacation
18 days per year may be canceled by an employees' request no later than close of
19 business Monday of week (2), prior to versions. Employees shall not be able to
20 cancel the first five (5) single vacation days awarded via [Subsection 18.03 F](#), if
21 those days are selected consistent with [Section 18.03](#) above. If an employee cancels
22 vacation per this Rule, the unused vacation segment(s) shall be offered to the next
23 person who bid the vacation and did not receive it during the regular bid process.

24 [For Terminal and Information Department employees, a maximum of fifteen \(15\)](#)
25 [awarded single day vacation days per year may be cancelled by an employee's](#)
26 [request no later than Monday, two \(2\) weeks prior to the Wednesday posting.](#)

1 If an employee uses unauthorized leave without pay for a scheduled vacation,
2 GSDV, SDV, the following year they shall not be eligible to use single day vacation
3 days. Any request for exception shall be reviewed by the Union and the Employer
4 on a case-by-case basis. The Employer shall have the ability to grant any exception
5 determined to be legitimate.

6 **18.16** The Employer may grant an exception to Sections 18.14 or 18.15 above.

7 **18.17** Any scheduled vacations vacated due to leaves of absence, or retirements of
8 employees shall be offered to the next person who bid the vacation and did not
9 receive it during the regular bid process.

10 **18.18** Use of sick leave in lieu of vacation, in the event an employee becomes ill, or
11 incapacitated for a period of three (3) consecutive days or more while on vacation,
12 the employee may use sick leave in lieu of vacation days for the period of such
13 illness, injury or incapacity, commencing with the first day of such illness, injury
14 or incapacity with a verifying doctor's note.

15 **18.19** One (1) Time Vacation Leave Deferral – An employee may, for any reason, make
16 a one (1) time only vacation deferral while working under any Collective
17 Bargaining Agreement between the Employer and the Union.

18 **18.20** Permanent Terminal and Info Dept employees' vacation leave will be charged hour
19 for hour in instances where a shift is shortened at the Employees request and
20 approved by their supervisor.

21 If an On-call Terminal employee has not been scheduled for work and needs a
22 prescheduled vacation day they can elect to be charged 8 or 10 hours of vacation
23 leave.

TENTATIVE AGREEMENT REACHED

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

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 IBU 2025-2027 Negotiations
July 10, 2024
Page 10 of 10

For the Employer

For the Union

/s/ 7/10/2024

/s/ 7/10/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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RULE 19 – SENIORITY AND ASSIGNMENTS

19.01 The Employer recognizes the principle of seniority in the administration of promotions, transfers, layoffs and recalls. The Employer shall dispatch relief and on-call bargaining unit personnel to all open positions throughout the fleet by seniority. In the application of seniority under this Rule, if an employee has the necessary qualifications and ability to perform in accordance with the job requirements, seniority by classification shall prevail.

19.02 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.

19.03 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.

When a reduction in force occurs in the terminal department, the affected employee is identified as the last person without a position in their classification at their assigned terminal. That affected employee can use classification seniority fleet-wide to select a new assignment or the employee may use their department seniority to demote to a year round assignment in a lower classification in order to maintain a position at their assigned terminal. In this case they will continue to accrue seniority in the higher classification on condition the employee promote back to the higher classification when any position in that higher classification becomes available at the assigned terminal. If the employee fails to promote back, they will stop accruing seniority in the higher classification. Any employee who elects to go to part-time or on-call will do so under the terms defined in [Section 19.13](#) below.

1 **19.04 Establishing Seniority**

2 A. An employee’s hire date shall become the employee’s seniority date. For
3 job bidding purposes, ABs shall use the date of their initial AB limited or
4 above (eighteen [18] months) endorsement of their U.S. Merchant
5 Mariner’s Credential, or their date of hire with the Employer, whichever is
6 later. (The Union will only recognize MMC’s with a Lifeboatman
7 Certification from a certified survival craft/lifeboatman course and does not
8 recognize a Lifeboatman Certification limited to non-lifeboat equipped
9 vessels per USCG Policy Letter 5.01.)

10 B. Terminal department seniority shall be established on the first day of
11 employment in the terminal department to include on-call terminal
12 employees. Terminal department classification seniority shall be
13 established on the first day of a year round assignment in that classification.

14 C. It is agreed that the employee’s date of hire may be adjusted from time-to-
15 time resulting from the employee’s non-availability to work. Provided the
16 Employer substantiates the employees non-availability by certified U.S.
17 Mail, and the employee does not respond or state they are available for
18 assignments within fifteen (15) calendar days.

19 D. Employees filling year round positions on a temporary basis will not accrue
20 seniority in that temporary assignment, but will continue to accrue seniority
21 in their year round assignment and position.

22 E. Department Seniority

23 Seniority shall be established by classification(s) within the following
24 departments: For seniority purposes, classification(s) of terminal
25 department personnel shall fall into three (3) categories, deck department
26 into two (2) categories, and information department into two (2) categories.

27 Deck: 1. Able Seamen

1 **19.07 Filling of Vacancies**

2 A. When a year round vacancy occurs, or a temporary assignment or temporary
3 promotion of thirty (30) days or more, within a department, assignment to
4 such vacancy will be made in accordance with the provisions set forth in
5 the appropriate Appendix to this Agreement (Appendix “A” for the deck
6 department, Appendix “B” for the terminal department and Appendix “C”
7 for the information department).

8 B. When a year round employee accepts a temporary promotion within the
9 bargaining unit, the employee may return to the employee’s former
10 assignment at the completion of the temporary assignment.

11 C. When a year round employee accepts a temporary assignment outside of the
12 bargaining unit and that assignment lasts less than twelve hundred (1,200)
13 consecutive hours, that employee will return to their former year round
14 assignment. In the event the assignment out of that bargaining unit lasts
15 more than twelve hundred (1,200) consecutive hours, the employee may
16 return to the least senior year round assignment in their classification or on-
17 call at their choice. (Relief employees working outside the bargaining unit
18 shall be covered by [Appendix A, Rule 5.04.](#))

19 D. Year round employees selected for special projects will return to their year
20 round assignment. On-call employees selected will return to the on-call pool
21 at their home terminal.

22 Employees will still participate in year round bidding requirements.

23 In the meantime, the position they vacated will be put out to bid as a
24 temporary position.

25 E. Any employee who accepts a year round position with the Employer outside
26 of the bargaining [unit shall automatically have their seniority frozen in their](#)
27 [current IBU classification](#) ~~unit must decide within thirty (30) calendar days~~

1 ~~of accepting the assignment whether or not they choose to retain their~~
2 ~~seniority in the bargaining unit covered by this Agreement. Employees who~~
3 ~~elect to retain their seniority will notify the Union and the Employer by~~
4 ~~certified letter, within thirty (30) days, whether they wish to retain their IBU~~
5 ~~bargaining unit seniority. As long as these conditions are complied with, the~~
6 ~~employee will retain their seniority provided that the employee's seniority~~
7 ~~will be frozen at the time they leave the bargaining unit and will not begin~~
8 ~~to accrue until such time that they return to a classification covered by this~~
9 ~~Agreement. Members of MMP and FASPAA will be allowed to bid into~~
10 ~~IBU positions in the event of a R.I.F. at their original seniority dates.~~

11 ~~F. Any employee who has accepted a year round position with the Washington~~
12 ~~State Department of Transportation—Ferries Division in another bargaining~~
13 ~~unit shall notify the Union and the Employer by certified letter, within thirty~~
14 ~~(30) days, whether they wish to retain their IBU bargaining unit seniority.~~

15 ~~G. If the employee chooses to retain their seniority, their choice shall be stated~~
16 ~~in writing to the Washington State Ferry System and Union. The~~
17 ~~employee's seniority shall be retained and frozen as of the date they left the~~
18 ~~bargaining unit, and will not begin to accrue seniority until such time that~~
19 ~~they return to a classification covered by this Agreement.~~

20 FH. Any employee who has established seniority and is elected or appointed to
21 any full-time office in a union or who is transferred to a position in
22 management shall retain seniority status throughout either term or terms in
23 office or for the duration of employment with management, and may
24 thereafter exercise their seniority by classification in selecting a new
25 assignment of their choice. Any displaced employee will also have the right
26 to exercise their seniority by classification in selecting a new assignment of
27 their choice.

1 **19.08 Inter-Department Transfer**

2 An employee who holds a year round assignment may request a transfer from their
3 department to another department provided that the employee meets the minimum
4 qualifications and is qualified to perform the job duties for which they are
5 requesting a transfer to and provided further that no year round employee in that
6 department is laid off. When transferring from one department to another
7 department, the employee's seniority will be frozen in the vacated department.
8 Mileage and travel pay will not be paid to any employee who accepts an inter-
9 department transfer. Employees transferring into the deck or terminal departments
10 shall have no performance issues or disciplinary action(s) documented in their
11 official personnel file for the previous twelve (12) months. Employees will have
12 their successful bid held in abeyance until successfully completing orientation.
13 Employees transferring into the terminal department will receive on the job training
14 and will attend and complete the next scheduled terminal orientation.

15 A. Inter-department transfers by year round employees from other departments
16 will be allowed, provided that no other part-time/on-call employee already
17 in that department with an earlier hire date has requested the year round
18 position.

19 B. Year round terminal employees wishing to transfer to year round deck
20 department positions may bid year round during the permanent bid process.
21 Bid forms are available from the deck bid administrator. Any year round
22 successful bid of terminal to deck employee will be held in abeyance until
23 the transferred employee has successfully passed deck orientation.

24 **19.09** Current part-time and on-call employees will be given preferential placement when
25 transferring to a position in another department covered under this Agreement as
26 long as they successfully satisfy all physical standards and testing as well as
27 complete all orientation and/or training of the department to which they have
28 applied. A maximum number of ten (10) transfers will be allowed. Up to ten (10)
29 transfers will participate in the first Deck orientation of each calendar year and their

1 [seniority shall be reflected in the Deck department seniority list as sequences 1-10](#)
2 [in the class.](#) ~~during each hiring season.~~ WSF seniority will be the determining factor
3 for granting allowable transfers.

4 Should the transferred employee fail to successfully complete the new department's
5 orientation they shall be placed back into the last available on-call position in their
6 original department.

7 Employees who transfer departments do not have departmental return rights except
8 in the cases of layoff. If at any time after retaining a full-time year round position
9 the employee transfers back to their previous department, their frozen seniority will
10 be incorporated into their new seniority date.

11 ~~**19.10 Intra-Department Transfers**~~

12 ~~Year round employees may request an intra-department temporary transfer to a~~
13 ~~different run, vessel, shift, watch or terminal. If the transfer is granted, the~~
14 ~~employee will be allowed to return to their former assignment upon~~
15 ~~completion of the temporary assignment. If a transfer request is granted, it~~
16 ~~will be granted based upon the most senior employee's written request on~~
17 ~~file. Mileage and travel pay will not be paid to any employee who accepts an~~
18 ~~intra-department transfer. If requested by an applicant, the Employer will~~
19 ~~provide, in writing, the reason or reasons for not being selected.~~

20 **19.11 Termination of Bargaining Unit Seniority**

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

24 **19.12 Notice of Vacant Assignments**

25 When a vacancy occurs in a year round assignment, the Employer shall notify the
26 Union [via email.](#) ~~in writing. The Employer shall identify the assignment by~~

1 ~~classification, department and the name of the employees so assigned. The Union~~
2 ~~shall maintain a record of these notices in the office of the Puget Sound Region, for~~
3 ~~the review of all affected employees.~~

4 **19.123 Voluntary Demotion**

5 In the event an employee requests a demotion, due to personal reasons, the
6 employee shall be entitled to their original seniority date established in the lower
7 classification and shall utilize their full departmental seniority in selecting an
8 assignment. Employees requesting a reduction in classification shall forfeit
9 seniority accrued in the higher classification. Employees who request a demotion
10 after disciplinary actions (Loudermill) have been scheduled shall take the least
11 senior position in the lower classification.

12 **19.134** Full-time terminal employees may bid for a part-time or on-call position without
13 loss of seniority provided all part-time on-call rules and rates of pay shall be
14 applicable.

15 **19.145** Retirees may be offered an assignment when WSF has a need for additional
16 employees during the summer season, provided they meet the minimum
17 requirements. They will have no seniority and may work any position in their
18 department for which they are qualified. All existing part-time and on-call
19 employees will be assigned prior to offering an assignment to retirees.

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/ 7/8/2024

/s/ 7/8/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

1 **ARTICLE X**

2 **HEALTH CARE BENEFITS AMOUNTS**

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

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

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

15 C. Value-based benefits designs will:

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

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

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

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

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

6 **X.3 Wellness**

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

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

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

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

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

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

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

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

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

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

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

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

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

TENTATIVE AGREEMENT ONLY.
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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
Janetta Sheehan, Sr. Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section		Kurt Spiegel, Executive Director WFSE	
		_____ /s/	9/23/2024
		Jane Hopkins, President SEIU 1199NW	

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RULE 21 – SICK LEAVE

21.01 Deck Employees

3 Each full-time employee shall receive one (1) day (eight [8] hours) of sick leave
4 credit for each completed month of service commencing with the employee’s date
5 of employment. Sick leave credits shall accumulate. An employee is entitled to use
6 accrued, unused paid sick leave beginning on the ninetieth calendar day after the
7 commencement of their employment. Sick leave accruals for part-time and/or
8 temporary employees will be computed on a percentage of two thousand, eighty
9 (2,080) straight-time or guaranteed time hours compensated during the year. Each
10 part-time and on-call employee may request to have an audit of their sick leave
11 accruals within ninety (90) days of their anniversary date. The audit will adjust sick
12 leave credits up or down based on the percentage of two thousand, eighty (2,080)
13 hours for each employee. Any adjustments will be credited to the employees leave
14 bank within thirty (30) days.

15 Terminal Department and Information Department Employees

16 Each full-time employee shall receive one (1) day (eight [8] hours) of sick leave
17 credit for each completed month of service commencing with the employee’s date
18 of employment. Sick leave credits shall accumulate. Full-time employees who do
19 not complete a month of service, part-time, and temporary employees in an
20 overtime eligible position will accrue sick leave in an amount proportionate to the
21 number of hours the employee is in pay status in the month, up to a maximum of
22 eight (8) hours in a month. Sick leave credits shall accumulate. An employee is
23 entitled to use accrued, unused paid sick leave beginning on the ninetieth calendar
24 day after the commencement of their employment. Each part-time and on-call
25 employee may request to have an audit of their vacation accruals within fifteen (15)
26 days of their anniversary date. The audit will adjust vacation credits up or down
27 based on the percentage of two thousand, eighty (2,080) hours for each employee.

1 Any adjustments will be credited to the employees leave bank within thirty (30)
2 days.

3 **21.02** An employee may, at the employee's option, use vacation leave in lieu of sick leave
4 but may not use sick leave in lieu of vacation leave, except as otherwise provided
5 in [Section 21.04](#).

6 **21.03** Through Employer, sick leave may be claimed from the accumulated days of credit
7 for any employee as allowed under [RCW 49.46](#) and for the following reasons:

8 A. For illness or injury which incapacitates employees to the extent that they
9 are unable to perform their work;

10 B. For preventive health care, provided terminal employees have prior
11 approval from their terminal supervisor by the Wednesday posting. Such
12 approval will not be unreasonably denied;

13 C. For the period of time that a woman is sick or temporarily disabled because
14 of pregnancy or childbirth, in accordance with terms set forth in this Rule;
15 and

16 D. For preventive healthcare, provided employees notify their supervisor in
17 advance of such appointment.

18 **21.04** Sick leave up to ten (10) days in any one instance may be claimed and taken for a
19 death in the immediate family, [for the loss of pregnancy](#), or to attend the funeral of
20 a member of the employee's family, ~~which shall include the following relatives:~~

21 ~~Any relative living in the employee's household, as well as the employee's wife,~~
22 ~~husband, parent, grandparent, brother, sister, children of the employee, grandchild,~~
23 ~~aunt, uncle, father in law, son in law, daughter in law, mother in law, brother in~~
24 ~~law, sister in law, and step children provided, however, that the Employer may~~
25 ~~extend such sick leave upon reasonable request.~~

1 A. Family member means a child, grandchild, grandparent, parent, sibling, or
2 spouse of an employee, and also includes any individual who regularly
3 resides in the employee’s home or where the relationship creates an
4 expectation that the employee care for the person, and that individual
5 depends on the employee for care. “Family member” includes any
6 individual who regularly resides in the employee’s home, except that it does
7 not include an individual who simply resides in the same home with no
8 expectation that the employee care for the individual.

9 B. Child means a biological, adopted, or foster child, stepchild, or for whom
10 the employee stands in loco parentis, is a legal guardian or is de facto parent,
11 regardless of age or dependency status.

12 C. Grandchild means a child of the employee’s child.

13 D. Grandparent means a parent of the employee’s parent.

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

18 F. Spouse means husband or wife, as the case may be or state registered
19 domestic partner as defined by RCW26.60.

20 **21.05** Whenever an employee is injured or contracts a contagious or infectious disease in
21 the line of duty, the employee’s wages may be extended by the Employer. In the
22 event of a pandemic, both parties will meet to discuss compensation and working
23 conditions.

24 **21.06** Sick leave may be claimed by an employee for the care of family members that are
25 ill or injured, as allowed under [RCW 49.46.210](#) and as defined in [Section 21.04](#).

1 An employee claiming such sick leave shall notify their supervisor. The Employer
2 may require verification for sick leave exceeding three (3) days.

3 **21.07** All sick leave claims must be made on forms provided for that purpose and
4 requiring the sworn signature of the employee. A supply of such forms shall be
5 maintained on board each vessel and at all terminals as well as at the general office.

6 **21.08** No payment of wages chargeable to sick leave credits shall be made until a claim
7 form prepared and executed by the employee or, in the case of the employee's
8 incapacity, by a supervisory employee in the general offices is received by the
9 Employer.

10 **21.09** For claims of more than five (5) working days, the employee must secure a
11 verifying statement from the employee's doctor to support the claim, and such
12 statements should be sent in as soon as possible after the period of absence is over.

13 **21.10** In accordance with [RCW 49.46.210](#), the Employer may request, at its option, a
14 verifying statement from the employee's doctor to support claims of more than
15 three (3) consecutive working days.

16 **21.11** No sick leave claims shall be honored for time loss for which the employee is
17 receiving State of Washington Industrial Insurance time loss payments (Workers
18 Compensation), wage loss benefits under a health and welfare benefit trust or daily
19 maintenance ([Section 25.01](#)).

20 **21.12** All accumulated sick leave credits shall follow any employee who is transferred to
21 another department of the State of Washington.

22 **21.13** Each employee's sick leave credit days are canceled automatically upon the
23 employee's termination of service. Terminating employees do not receive sick
24 leave credit for the month in which they terminate unless they are in pay status for
25 work at least forty (40) hours in the month.

1 **21.14** All accumulated sick leave may be restored when a previously separated employee
2 is re-employed on a permanent basis.

3 **21.15** Sick leave may be extended by the Employer after all accumulated sick leave is
4 used when an employee is injured in the line of duty (except when covered by
5 industrial insurance) or contracts a contagious or infectious disease through
6 exposure to such disease in the line of duty.

7 **21.16** In the event that further legislation is enacted providing additional remuneration of
8 general government employees of the State of Washington (covered by [RCW 41.06](#)
9 State Civil Service Law) for unused sick leave, this Collective Bargaining
10 Agreement shall automatically be reopened for the purposes of negotiating similar
11 changes in provisions for remuneration of employees covered by this Agreement.

12 **21.17** Sick leave buy-out upon death or retirement shall be allowed in accordance with
13 applicable statutes.

14 **21.18** Sick leave will be charged hour for hour in the terminal and information
15 departments for sick leave used. Four (4) hours for four (4) hours and eight (8)
16 hours for eight (8) hours and ten (10) hours for ten (10) hours at the rate of pay for
17 the classification for which they were assigned. If an on-call terminal employee has
18 not been scheduled for work and needs a prescheduled sick leave day, they can elect
19 to be charged four (4) hours, eight (8) hours or ten (10) hours of sick leave. On-call
20 deck department employees will be charged hour for hour with a minimum charge
21 of eight (8) hours of sick leave.

22 **21.19** Washington State Paid Family and Medical Leave (PFML)

23 A. The parties recognize that the Washington State Paid Family and Medical
24 Leave (PFML) Program ([RCW 50A.05](#)) became effective January 1, 2020,
25 and eligibility for and approval for leave for purposes as described under
26 that Program shall be in accordance with [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. PFML Insurance Program Premiums

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

10

11 D. Supplemental Benefit – Use of Accrued Vacation Leave, Sick Leave and/or
12 Compensatory Time

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

20 **21.20 Sick Leave Annual Cash Out**

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

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

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

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

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

7 **21.21 Voluntary Employees' Beneficiary Association (VEBA)**

8 In accordance with state and federal law, the bargaining unit has agreed to form a
9 VEBA (tax-free medical spending account) funded by the retiree's sick leave cash
10 out per Sections [21.17](#) and [21.19](#) above. Should the bargaining unit wish to conduct
11 a vote to determine whether a VEBA will continue for the next calendar year, the
12 Union must notify the Employer by July 1st.

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/ 5/21/2024

/s/ 5/21/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

RULE 23 – HOLIDAYS

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23.01 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), Indigenous Peoples’ Day ~~Columbus Day~~ (second Monday in October), Veteran’s Day (November 11), Thanksgiving Day (fourth Thursday in November), Native American Heritage Day (day after Thanksgiving) and Christmas Day (December 25), shall be recognized holidays.

23.02 Holiday Rules

The following rules apply to all holidays:

A. Eligibility

1. A full-time employee who is employed before the holiday, does not work on the holiday and is in pay status for eighty (80) non-overtime hours during the month, not counting holidays, shall receive ten (10) hours of regular straight-time pay for the holiday.
2. An employee who is employed before the holiday, does not work on the holiday and is in pay status for less than eighty (80) non-overtime hours during the month, not counting holidays, shall receive less than ten (10) hours of regular straight-time pay for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
3. An employee who resigns or is discharged or separated before a holiday will not be compensated for holidays occurring after the effective date of the resignation, discharge or separation.

- 1 B. Employees who work on a holiday will be paid two (2) times the regular
2 straight-time rate of pay for all hours actually worked on the holiday. Deck
3 employees that have worked up to eighty (80) non-overtime hours in the
4 work cycle will receive up to three (3) hours of guaranteed holiday pay.
5 Terminal employees that have worked up to forty (40) non -overtime hours
6 at the straight -time rate of pay in the work week will receive up to six (6)
7 hours of guaranteed holiday pay for all eligible employees, for a maximum
8 of ten (10) hours of holiday compensation, except in instances where an
9 employee works overtime on the holiday as specified elsewhere in this Rule.
- 10 C. An employee may elect to receive compensatory time instead of being paid
11 for the holiday.
- 12 D. Holiday compensatory time shall be reported separately from other
13 compensatory time.

14 **23.03 Unscheduled Work on Holidays**

15 Whenever an employee is called back or required to work on a regularly scheduled
16 day off which falls on a holiday, the employee shall be entitled to the hours worked
17 on the holiday at three (3) times the regular straight-time rate of pay for all hours
18 actually worked on the holiday plus guaranteed holiday benefit up to ten (10) hours.

- 19 A. If working a seven (7) hour shift, you are actually working and compensated
20 seven (7) hours straight time plus one (1) hour of guaranteed time therefore,
21 add three (3) hours of guaranteed holiday benefit.
- 22 B. If working an eight (8) hour shift, add two (2) hours of guaranteed holiday
23 benefit.
- 24 C. If working a nine (9) hour shift, add one (1) hour of guaranteed holiday
25 benefit.

1 **23.04 Overtime Associated with Scheduled Shifts Worked on a Holiday**

2 If an employee works beyond their scheduled work shift on a holiday, the employee
3 shall be compensated for holiday overtime hours at the rate of three (3) times the
4 regular straight-time rate of pay. In no event shall overtime worked on a holiday be
5 compensated greater than triple time.

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/ 6/4/2024

/s/ 6/4/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

6

1 **RULE 24 – COMPENSATED HOLIDAYS**

2 **24.01** Employees may elect to take a day of compensatory time in lieu of receiving
3 holiday pay subject to the following conditions:

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

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

9 **24.02** Compensatory time off will be scheduled pursuant to [Rule 18.03\(C\)](#) and (D) and
10 [Appendix B, Rule 3.04](#).

11 **24.03** No more than fifty (50) days of such compensatory time off may be accumulated
12 by each employee. All accumulations beyond fifty (50) days shall be paid in cash,
13 and all accumulated compensatory time off shall be taken prior to retirement.

14 **24.04** Each pay receipt provided to each employee by the Employer shall separately state
15 the number of accumulated holiday compensatory hours with which the employee
16 is credited as of the end of the pay period for which the receipt is issued.

17 **24.05** Whenever an employee is called back or required to work on a regularly scheduled
18 day off which falls on a holiday, each such employee shall be entitled to an
19 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/ 7/24/2024

/s/ 7/24/2024

Rachel Barckley-Miller, Labor Negotiator

Christopher Simmons, PSR Regional 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 - CCL
WSF IBU 2025-2027 Negotiations
July 24, 2024
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OFM/SHR Labor Relations &
Compensation Policy Section

Inlandboatmen's Union of the Pacific

1

RULE 25 – MAINTENANCE AND CURE

2

25.01 A. When any member of the crew of a vessel is entitled to daily maintenance,
it shall be paid at the rate of ~~forty~~thirty-five dollars (\$~~40~~35.00) per day. In
addition to and separate from the ~~forty~~thirty-five dollar (\$~~40~~35.00) daily
maintenance rate, the Employer shall pay a wage supplement of ~~thirty~~thirty-five
dollars (\$~~35~~35.00) per day. In the event of a Jones Act judgment, the
supplemental amount paid by WSF shall be applied to offset any Jones Act
judgment against WSF.

9

B. Transportation to or from a medical facility shall be furnished by the
Employer if the employee becomes ill or is injured on duty.

10

11

C. The Employer agrees to notify the Union of all injuries to employees when
such injuries occurred while on duty.

12

13

D. The Employer recognizes the right of the Union to intercede on questions
which may arise under the application of this Rule.

14

15

25.02 Wages and maintenance and cure shall not be withheld merely because an
employee claimant has also filed a claim for damages or has filed suit therefore, or
has taken steps toward that end, regardless of the Employer's arrangements with
any insurance company.

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25.03 Crew personnel will be reimbursed for the loss of personal effects, equipment, or
instruments resulting from shipwreck, stranding, sinking, burning or collision of
the vessel in an amount not to exceed six hundred dollars (\$600.00). Each employee
must provide the Employer with an itemized list including replacement value.

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TENTATIVE AGREEMENT REACHED

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

TENTATIVE AGREEMENT ONLY.
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Tentative Agreement
WSF IBU 2025-2027 Negotiations
July 12, 2024
Page 2 of 2

For the Employer

For the Union

/s/ 7/12/2024

/s/ 7/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

RULE 26 – STANDARD DRESS

1
2 **26.01** All employees covered by this Agreement shall be required to wear the standard
3 uniform in accordance with the Employer’s published dress code. During inclement
4 weather employees shall be permitted to wear foul weather gear including a watch
5 cap.

6 **26.02** The standard uniform will be required to be worn at all times while on duty.

7 **26.03** In view of the Employer requiring the above standard uniform to be worn, and the
8 mutual recognition by the parties hereto that employees are to be neat, well
9 groomed, and that the standard uniform which is worn is maintained in good
10 condition, the Employer will furnish to the employee an adequate number of
11 uniforms to comply with this provision. Furthermore, following the initial
12 distribution of uniform(s), the Employer will replace damaged or timeworn uniform
13 pieces when necessary and upon proper verification. Replacement of uniform
14 pieces will be subject to established quantities specified by the Employer which it
15 may change from time to time as necessary to ensure a sufficient quantity.

16 **26.04** The Employer will pay annually, in January of each year, to deck and terminal
17 employees who are issued jackets which require dry cleaning the sum of twenty
18 dollars (\$20.00) to defray dry cleaning costs payable on January 25th of each year.
19 All such payments shall be prorated for part-time and on-call employees. In the
20 event it is determined that other uniform garments require dry cleaning, a mutually
21 agreeable cleaning cycle and allowance will be agreed to by the parties as necessary
22 for the proper maintenance of the garment(s).

23 **26.05** The Employer agrees to maintain during the duration of this Agreement, the
24 uniform(s) as described in the published dress code.

25 **26.06** Hats will be optional. Ties will be optional for information department personnel
26 only insofar as it is consistent with the current seasonal uniform policy.

1 **26.07** A. Shorts will be optional for deck and terminal department employees, subject
2 to the following conditions:

- 3 1. Shorts must meet the published uniform dress code; and
4 2. Shorts must be provided by the individual employee at their own
5 expense.

6 B. Insulated coveralls, purchased from an approved vendor at the employee's
7 own expense, shall be optional. Insulated coveralls will be to augment the
8 regular uniform and will be worn over the regular uniform from November
9 1st through March 31st.

10 C. Hooded sweatshirts will be optional for employees. The Employer will
11 contract with a uniform provider for employees to purchase.

12 **26.08** The Employer agrees to provide, for the remainder of this Agreement,
13 reimbursement for safety shoes for all deck and terminal department employees.
14 The request for reimbursement shall be submitted for safety shoes purchased within
15 the same fiscal year. The employee shall be reimbursed up to seventy-five dollars
16 (\$75.00) for the purchase of safety shoes that meet ANSI standards for being slip
17 and oil resistant, black in color and, at the employee's option, up to one hundred
18 twenty-five dollars (\$125.00) for the purchasing of shoes with either a steel or
19 composite safety toe and meeting the above ANSI standards. Shore Gang
20 employees may wear black or brown shoes. The Employer recommends wearing
21 safety toed shoes for employees when they are working in traffic.

22 **26.09** The Employer will make a good faith effort to provide employees the ability to self-
23 purchase additional uniform clothing such as: wool watch caps, un-hooded, zip-up
24 pullover fleece, ~~short sleeve polo shirts~~, and summer jackets with detachable
25 hoods. These additional uniform items shall meet the uniform specifications of the
26 Employer and purchased from the uniform contract provider. Further, the Employer

1 will meet with the Union to discuss and solicit input on the above uniform items
2 prior to finalizing the uniform contract.

3 **26.10** The Employer shall provide, in addition to the regular uniform, the following items
4 without cost to the employee:

5 A. Fleece vests; and

6 B. Wide brimmed hats.

7 C. Short sleeve polo-shirts

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/ 7/8/2024

/s/ 7/8/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

8

RULE 27 – WORKING CONDITIONS (GENERAL)

1
2 **27.01** When a crew is required to deliver a vessel to a point other than its relieving
3 terminal, time will be continuous until the crew is returned to its normal relieving
4 terminal provided that the members of such crew take the first ferry en route to the
5 relieving point.

6 **27.02** All confined spaces shall be properly ventilated prior to and during painting.

7 **27.03** There shall be no painting, chipping, scraping, soogying, or any maintenance or
8 sanitary work performed from ladders, scaffolds, staging or boxes while vessels are
9 under way. There shall be no maintenance work performed on car decks when
10 vehicles are moving on those decks. No maintenance shall be performed over the
11 side of vessels while propellers are turning.

12 **27.04** Employees shall not be required to soogy or pressure-wash any areas of the vessel
13 or terminal when the temperature is below forty (40) degrees in the area to be
14 soogied or pressure-washed. This provision will not apply when the vessel is in lay-
15 up status or when public safety is at risk.

16 **27.05** Before the Employer changes any vessel running schedules, the Employer will meet
17 with the Union, if requested to do so, to advise and discuss the changes with the
18 Union.

19 **27.06** Able Seaman will not be responsible for cleaning the officer's areas.

20 ~~**27.07** Employees, who request it, will be given duplicate pay orders by their supervisor~~
21 ~~showing straight time worked, overtime worked, and penalty time worked. This~~
22 ~~pay order will be supplemented by a record of any pay claims by the employee~~
23 ~~which are disputed, together with an explanation by the supervisor of the reasons.~~

24 **27.078** Licensed officers assigned to vessels in a licensed capacity shall not perform work
25 normally assigned to unlicensed personnel except in case of emergency.

1 ~~27.089~~ The Employer will establish maintenance stations for all deck personnel. The
2 appropriate officers will see that these stations are maintained properly by those
3 crew members so assigned.

4 ~~27.0910~~ — Employees will not be required to open, enter, or work in sewage holding
5 tanks.

6 ~~27.101~~ Employees required to work in a higher classification will be paid at the pay equal
7 to the higher classification for the period equal to the time in which the employee
8 worked in the higher classification; unless more than four (4) hours is worked in a
9 higher classification, then payment will be for the entire scheduled shift at the
10 higher rate of pay. Designated relief personnel responding to an assignment shall
11 receive the ~~Able-bodied Seaman~~ rate of pay for the classification for which they are
12 seasonally assigned. Bos'n and Quartermaster premiums shall still apply.

13 ~~27.112~~ Hazardous materials will be transferred in approved, secure, and clearly labeled
14 containers. For the purposes of this Section, hazardous materials shall mean those
15 materials so designated by the Material Safety Data Sheet (MSDS).

16 ~~27.123~~ Employees shall not have personal cell phones or other electronic media in use or
17 in public view while performing assigned tasks.

18 ~~27.134~~ **Drinking water**

19 If the potable water system on the vessel is discovered to be unable to provide safe
20 water for human consumption, WSF shall provide safe water for the crew within
21 three (3) hours or as soon as is practicable.

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RULE 28 – PENALTY PAY (GENERAL)

28.01 Penalty pay shall be at the straight-time rate of pay and shall be paid in addition to whatever rate of pay (straight-time or overtime) is being paid when penalty work is performed. Except for the items specified below, penalty time shall be paid for time actually worked with the minimum payment of one-half (1/2) hour and in one-half (1/2) hour increments thereafter.

28.02 Opening, entering, and working in sewage holding tanks: two (2) hour minimum.

28.03 Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or if employee comes in physical contact with sewage while exercising due care in the performance of their duties: two (2) hour minimum.

28.04 Manually transferring drums, and/or caustic and hazardous labeled containers (with the exception of sealed sharps containers) on or off the vessel, at any location: one-half (1/2) hour minimum.

28.05 When required to clean-up excrement, and/or vomit as well as blood: one-half (1/2) hour minimum. The clean-up of blood does not include the emptying of sanicans in the women’s restrooms but requires that employees actually must clean or remove blood spillage or bloody items that are otherwise not in lined containers and where there is actual physical contact with the spillage or bloody items.

28.06 Work by ~~shore maintenance~~ [Shore Gang](#) personnel below the main vessel deck: one-half (1/2) hour minimum.

28.07 If directed by a terminal supervisor, the operations center or a licensed deck officer to perform the cleaning up of any fuel spills, oil spills or any leakage from vehicles that require the use of hazmat material, such as spill pads, powders, or anything in a hazmat kit. Penalty pay shall be for the time actually worked with the minimum of one-half (1/2) hour and in one-half (1/2) hour increments thereafter.

1 **RULE 29 – ALLOWANCE FOR SCHOOLING AND UPGRADING**

2 **29.01** WSF will participate in programs which will enable ordinary seaman to secure an
3 MMC endorsement for able bodied seaman limited with a Lifeboatman
4 Certification. ~~the Union sponsored Crawford Nautical Training “AB In Training~~
5 ~~Program” a (program) which will enable the ordinary seamen who have the USCG~~
6 ~~required five hundred forty (540) days of sea time, to secure an MMC endorsement~~
7 ~~for able bodied seaman limited with a lifeboatman certification. Upon WSF~~
8 ~~approval and submission of receipts for enrollment into the program, one hundred~~
9 ~~percent (100%) of training costs will be paid by WSF. Once successfully receiving~~
10 ~~an MMC endorsement for AB limited and lifeboatman, and the endorsement is~~
11 ~~submitted to WSF, WSF shall reimburse the employee for vacation or~~
12 ~~compensatory time used on scheduled school days to attend the program.~~

13 ~~Only applicants approved by WSF are eligible for training costs to be paid by WSF~~
14 ~~and have vacation or compensatory time reimbursed.~~

15 WSF shall determine the number of qualified employees, if any, participating in ~~the~~
16 a program. Once the number of employees allowed to participate in ~~at~~ the program
17 has been determined, WSF will ~~solicit for applicants and~~ approve the ~~most senior~~
18 ~~OS~~ employees ~~making application~~ on a seniority basis. If there are more applicants
19 than the solicitation provides space for, those employee(s) not selected due to lack
20 of space will be carried over to the next scheduled class. Next class carryover
21 employees will supersede seniority only for the next class solicitation. Employees
22 approved to attend AB school will be granted the necessary time off from work.

23 ~~Opportunities for the program may occur during the fall/winter/spring season(s).~~
24 ~~At managements discretion, school/training may also occur during the summer~~
25 ~~season.~~

26 WSF shall reimburse the employee for vacation or compensatory time used while
27 attending a program on a regularly scheduled workday. WSF shall not reimburse
28 vacation or compensatory time for any employee who attended ~~the~~ a program if on

1 leave without pay or on a day off. Only approved vacation or compensatory time
2 used may be reimbursed.

3 **29.02** The WSF, subject to the employee receiving prior approval, shall pay the training
4 costs for an employee who qualified under the provisions of this Agreement for
5 training costs of the program. Upon presentation of the MMC endorsement for ~~AB~~
6 ~~Limited and Lifeboatman,~~ unlimited inland mate, WSF shall reimburse an
7 employees vacation or compensatory time used while attending school, not to
8 exceed thirty (30) days. An additional five (5) days will be allowed while an
9 employee is writing examination, for a total of thirty-five (35) days' reimbursement
10 of vacation or compensatory time. Such reimbursement will be made on the next
11 pay period only after the employee successfully completes the examination and
12 presents the license for not less than those capacities stated above.

13 **29.03** While this is an endeavor to help an employee secure the original license, it in no
14 way implies any obligation on the part of WSF to guarantee placement as a licensed
15 officer but is to provide a reservoir for selecting future officer replacements.

16 **29.04** WSF has the option to provide training at the work site of the employee or an
17 alternate location. The procedures below are adopted for governing pay practices
18 relative to WSF sponsored training.

19 A. WSF shall attempt to provide a minimum of ten (10) days' written or verbal
20 notice to employees when employees are requested to attend ferry system
21 sponsored training classes. When training notification is less than ten (10)
22 days, WSF shall give consideration to employees' special scheduling
23 considerations, i.e., prior made medical appointments, child care
24 responsibilities, transportation, etc., and shall make attempts to reschedule
25 the employee to remaining classes in the current training season. If
26 employees are not provided five (5) days' notice, the employee will have
27 the right to refuse the class.

1 B. All employees shall be paid mileage for attending training classes. Travel
2 time to and from the training classes shall also be paid unless the class
3 concludes within the scheduled shift hours. Travel time and mileage shall
4 be paid from the employee's home terminal.

5 C. Employees shall be paid a minimum of their scheduled shift hours for that
6 day for attending training classes. The overtime provision shall apply to
7 training classes exceeding the above noted scheduled shift hours.

8 D. Employees' lunch period shall be included in the work/class schedules.

9 E. Employees required to attend training classes on their day or day's off shall
10 be paid the overtime rate of pay.

11 F. Employees working on Friday Harbor or Orcas tie-up vessels shall be
12 covered for the entire two (2) day tour to attend training classes.

13 G. Employees attending training classes shall have at least eight (8) hours,
14 excluding travel time, between the completion of their last work shift and
15 the beginning of training classes.

16 **29.05** Terminal supervisors shall schedule adequate uninterrupted time for terminal
17 employees for the purpose of reviewing changes/revisions to SMS manuals.
18 Scheduling of time shall not conflict with operational demands.

19 **29.06** The Employer shall pay the cost of all document renewals up to two hundred
20 twenty-eight dollars (\$228.00) for documents associated with obtaining the
21 employee's Merchant Mariner Credential (MMC) and/or Transportation Worker
22 Identification Credential (TWIC). At the request of the employee, the Employer
23 will provide a Physical Authorization Letter for Medical Certificate (MC) renewals
24 that are required by the USCG to maintain their credentials based on each
25 employee's annual or multi-annual needs.

1 All employees required to have a current MMC, TWIC and Medical Certificate
2 (MC) shall keep their MMC, TWIC and MC current. Employees must start their
3 renewal process by turning all required forms into the USCG a minimum of three
4 (3) months in advance of their current MMC, TWIC and MC expiration. Seven (7)
5 months prior to expiration, the Employer will email employees at the employees'
6 WSF email address, notice of their MMC, TWIC or MC expiring. At least six (6)
7 months in advance of the current MMC, TWIC or MC expiring, the Employer shall
8 provide to the employee all relevant documentation. Any employee who fails to
9 start the renewal process three (3) months prior to their current MMC, TWIC or
10 MC expiration date, and their MMC, TWIC or MC expires, shall be off work
11 without pay until they receive their new documents and shall not be returned to
12 work until the next work cycle after receiving their renewed MMC, TWIC or MC.
13 The employee may request a review by the Employer of the circumstances so that
14 the employee does not jeopardize their health insurance benefits. Should the
15 Employer fail to provide all relevant documentation consistent with the six (6)
16 month timeline above, and the employees MMC, TWIC or MC is not renewed as a
17 result, the Employer shall review the circumstances on a case-by-case basis and the
18 employee may be placed on administrative leave until their MMC, TWIC or MC is
19 renewed, if warranted.

20 **29.07 Sea-time Letter Requests**

- 21 A. Employees requesting a sea-time letter for a renewal shall have their letter
22 postmarked twenty (20) days after the close of the pay cycle of the request
23 being made.
- 24 B. Requested letters for sea-time, for upgrading an MMC, will be issued and/or
25 post marked no later than thirty (30) days after the close of the pay cycle of
26 the request being made.
- 27 C. Sea-time letters for Shore Gang shall conform to USCG regulations
28 contained as per CFR-Title 46: Shipping, Part 10 - Merchant Mariner
29 Credential, Subpart B. 10-227.

1 20.08 Employees who participate in employer sponsored training or special projects, for
2 30 days or more, will be returned to their permanent position at the beginning of
3 the next work cycle. Employees returning back after the end of the work cycle may
4 be placed into their watch as a supernumerary, or may be assigned additional
5 training and/or special projects. The employee filling their permanent position for
6 the interim of the work cycle will not be displaced.

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/ 5/21/2024

/s/ 5/21/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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RULE 30 – LEAVE OF ABSENCE

30.01 An employee called for jury duty shall be paid the difference between the fee for such service and the amount of straight-time earnings lost due to such service. When an employee is called back for jury duty, the employee shall not be required to report for work at WSF (1) on any day when the employee is required to report for or serve upon jury duty, or (2) on any day in a calendar week when the employee will otherwise have worked or served on jury duty for five (5) days, or (3) on the employee’s regularly scheduled days off. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received.

30.02 The Employer will make an employee whole for work time loss when the employee is required by the Employer or by subpoena to attend hearings or investigations concerning WSF conducted by the USCG, a court of law, or a governmental agency, by payment of the employee’s straight-time wages, less any fees received by the employee. This provision shall not be applicable where the employee and/or the Union have a beneficial interest in the outcome of the proceedings.

30.03 Military Leave of Absence

~~Any employee who is a member of one of the Reserve components of the United States Armed Services will be granted leave when called for Reserve. During such absence, the employee will be paid in accordance with federal and state law.~~

A Military leave will be granted as required by Federal law and regulations applying thereto. An Employee's right to return to employment, seniority, and benefits shall be governed by and limited to the protection afforded in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and RCW 38.40.060 Military leave for public employees, as currently in effect or as hereafter amended.

1. An Employee participating in Reserve or National Guard training is required to give the WSF notice and is encouraged to submit written notification indicating

1 the inclusive dates of anticipated duty accompanied by military orders, as early
2 as possible. For requests for military leave in support of active duty for training,
3 military orders should accompany the request at the earliest possible date.
4 (Order do not have to be in hand prior to the beginning of the active duty tour.)
5 All requests for military leave should be submitted to the Port Captain orally or
6 in writing.

7 2. Employees should attempt to bid for schedules that do not conflict with their
8 Reserve or National Guard obligations. However, if a conflict occurs the
9 Employee must notify their Port Captain and Dispatch as soon as the conflict is
10 known to exist. Alternations to the Employee's bid will be made if necessary to
11 ensure that they can comply with their military orders.

12 3. For workdays lost, the Employee may elect to take leave without pay or use
13 accrued vacation hours to prevent Loss of Pay.

14 4. In addition to inactive duty for training (monthly meetings) and active-duty
15 training, occasionally, Reservists and Guard members are called to extended
16 active duty, either voluntarily or involuntarily. For extended military leave, an
17 Employee's right to return employment, their seniority, service credit and
18 benefits will be governed by and limited to the protection afforded in the
19 USERRA and the U.S. Department of Labor's Re-Employment Rights for
20 Veterans in effect or as hereafter amended. This may include, but not limited
21 to, conducting additional bids not within normal timelines.

22 **30.04** Employees may be granted leaves of absence that may be paid or unpaid. A leave
23 of absence that is granted is limited, except in case of physical disability, to six (6)
24 months in any year without loss of seniority by mutual agreement between the
25 Employer and the Union. Retention of seniority during a longer leave of absence
26 may be arranged by agreement between the Employer and the Union. Leaves of
27 absence will not be granted to employees to work in other industries, training or
28 educational institutions unless mutually agreed to between the Employer and the
29 Union.

1 All requests for leaves of absence shall be approved in writing in advance by the
2 Union and Employer.

3 Employees injured on the job will not have their seniority adjusted for the duration
4 of the time that can be verified as being required for recovery from the on-the-job
5 injury. Once the employee has been released to return to work their seniority may
6 be adjusted if they fail to return to work.

7 **30.05 Leave Without Pay**

8 Leaves approved by management, including, but not limited to, sick leave,
9 compensatory time, and/or vacation time which is taken, shall be compensated as
10 originally approved and taken and shall not be converted to leave without pay
11 (LWOP) for payroll purposes without management approval.

12 If an employee does not have available leave balances (sick, vacation, comp or
13 holiday comp) to cover their vacation and unapproved sick leave requests at the
14 time of use, and they do not have prior management approval for the use of leave
15 without pay, they may be subject to discipline in accordance with Just Cause.

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

20 **30.06 Other Leave Time Defined and Approved in Advance**

21 Request for extended leave due to medical reasons shall be handled as set forth in
22 [Rule 30.14](#) of this Agreement. In the case of all other requests for extended leave,
23 the employee shall obtain managerial written approval in advance of taking the
24 leave on appropriate leave forms provided by WSF. Absences over thirty (30) days
25 must be on the appropriate WSF form. For medical leaves over thirty (30) days, the
26 employee must also submit a Certificate of Health Care Provider on the appropriate
27 WSF form. WSF shall provide employees with a Request for Extended Leave Form

1 with an explanatory cover letter normally no later than thirty (30) days after their
2 first day of absence. The completed Request for Extended Leave Form should be
3 submitted to WSF as soon as possible after receipt. On all leaves, the employee
4 must indicate a start date for the leave and an ending date for the leave. The terms
5 of all leaves of absence shall be reduced to writing and may be extended up to the
6 maximum time allowed for the specific leave. An employee must obtain written
7 managerial approved extensions before the end date of the leave, except in cases of
8 emergency. Extensions must be applied for a minimum of seven (7) days before the
9 end of the leave. Extensions to leaves beyond the maximum times allowed will be
10 non-precedent setting and will be at the discretion of the Employer.

11 **30.07 Return from Leave**

12 Employees who have been on an approved leave of absence may return to work
13 before the date specified on the leave as the date of return. An employee on leave
14 of absence who fails to report to work at the end of such leave, or fails to obtain a
15 written extension before the leave expiration date and does not report to work, is
16 absent without an approved leave, unless the failure was unavoidable due to injury
17 or illness, which must be documented in writing and certified by a physician as
18 soon as possible in order to be considered for return to work. An additional
19 exception may be considered when an employee is involved in an emergency
20 situation beyond the control and advance planning of the employee which causes
21 the employee the inability to report to work from the leave by the designated time.
22 Proper documentation of such occurrences is required.

23 If an employee is ready to return to work sooner than expected, WSF shall ensure
24 that the employee is returned to work as soon as practicable.

25 **30.08 No Accrual**

26 Employees who test positive in a drug or alcohol test shall not accrue seniority for
27 the time the employee's MMC is held in abeyance, and the seniority date shall be
28 adjusted accordingly.

1 Employees who are on leave associated with a positive drug or alcohol test shall
2 not be eligible to bid for positions in the bargaining unit.

3 **30.09 Reinstatement for Authorized Leaves Less Than Forty-Six (46) Days**

4 An employee returning to full duty from an authorized leave of absence for less
5 than forty-six (46) days will be reinstated to their former position which includes
6 their shift, classification, and days off unless otherwise provided for by contract
7 bidding requirements which occurred during the employee's absence which would
8 indicate and qualify the employee for a different shift. When an employee is absent
9 from work for a period of more than five (5) days, but less than forty-six (46) days
10 for medical reasons, WSF may, at the sole discretion of the Employer, require only
11 a fit-for-duty slip from the employee's doctor supporting the employee's fitness to
12 return to duty. The fit-for-duty slip should be sent to WSF as soon as possible after
13 the period of absence, but must be received and processed by WSF Human
14 Resources before the employee may return to work and the Employer shall ensure
15 that the employee is returned to work as soon as practicable. Deck employees
16 returning from a documentation issue that can prove they applied for an MMC, MC
17 or TWIC ninety (90) days prior to the expiration date will return to work and any
18 days taken by a relief or on-call during the version process will be cancelled.

19 **30.10 Reinstatement for Leaves Beyond Forty-Five (45) Days**

20 When an employee is absent from work for a period of more than forty-five (45)
21 days for medical reasons, WSF shall require the employee to have their doctor
22 complete/sign the Job Analysis Form which includes certification that the employee
23 meets the essential job functions before the employee may return to work and the
24 employee must meet all necessary administrative and operational requirements in
25 advance of returning to work.

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

1 The employee shall submit the completed/signed Job Analysis to WSF Human
2 Resources in person, by fax, or by mail.

3 If the employee is ready to return to work as expected, the employee shall be
4 returned to work within forty-eight (48) hours after WSF Human Resources
5 receives the completed/signed Job Analysis Form, excluding weekends and
6 holidays. If the deck employee is ready to return to work as expected, the employee
7 shall be returned to work within forty-eight (48) hours after WSF Human Resources
8 received the completed/signed Job Analysis Form, and has met drug testing
9 requirements if applicable consistent with the USCG and WSF approved drug
10 policy, excluding weekends and holidays. WSF shall notify the employee and the
11 Union if the employee is not to be returned to work within forty-eight (48) hours.
12 WSF's failure to return an employee to work within forty-eight (48) hours shall be
13 subject to the parties' grievance procedure. Deck employees returning from a
14 documentation issue that cannot prove they applied for an MMC, MC or TWIC
15 ninety (90) days prior to the documents expiration date may be returned to work on
16 the next work cycle.

17 If an employee is ready to return to work sooner than expected, WSF shall ensure
18 that the employee is returned to work as soon as practicable or as the contract
19 allows. WSF's failure to return the employee to work as soon as practicable shall
20 be subject to the parties' grievance procedure.

21 An employee returning to full duty from an authorized leave of absence for more
22 than forty-five (45) days will be reinstated to their former position which includes
23 their shift, classification, and days off unless otherwise provided for by contract
24 bidding requirements which occurred during the employee's absence which would
25 indicate and qualify the employee for a different shift.

26 **30.11 Timely Return from Layoff**

27 Employees being laid off will be given an approximate return to work date and will
28 receive a return receipt letter regarding their actual return to work date. An

1 employee on layoff unable to return on the date specified shall contact WSF to
2 indicate the date they would be available for work, which must be within three (3)
3 months of the notice to return to work. An employee failing to contact WSF within
4 five (5) days of the date of the return receipt letter or is unavailable for work beyond
5 the three (3) months stated above shall lose their seniority and shall not be rehired.

6 **30.12 Fit for Duty**

7 WSF reserves the right to require any employee who is on a medical leave of
8 absence due to injury or illness to be assessed by the Medical Review Officer
9 regarding the employee's ability to perform the essential job functions.

10 **30.13 Absent Without Approved Leave**

11 When an employee is absent from work for three (3) consecutive days and who is
12 not on an approved leave may be disciplined up to and including termination.
13 Absences due to illnesses, injury or due to emergency situations as specified in
14 [Section 30.06](#) must be considered in determining just cause.

15 **30.14 FMLA**

16 Employees shall have a total of twelve (12) work weeks of leave pursuant to the
17 Family Medical Leave Act (FMLA), and may use either accrued paid leave or leave
18 without compensation when taking leave for an FMLA qualifying event or purpose.

19 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA)
20 and the state Family and Medical Leave Act of 2006, an employee who has
21 worked for the state for at least twelve (12) months and for at least twelve
22 hundred fifty (1,250) hours during the twelve (12) months prior to the
23 requested leave is entitled to up to twelve (12) work weeks of FMLA leave
24 in a twelve (12) month period for any combination of the following:

- 1 C. The Employer will continue the employee's existing Employer-paid health
2 insurance, life insurance and disability insurance benefits during the period
3 of leave covered by FMLA. The employee will be required to pay their
4 share of health insurance, life insurance and disability insurance premiums.
- 5 D. The Employer has the authority to designate absences that meet the criteria
6 of the FMLA. The use of any paid or unpaid leave (excluding leave for a
7 work-related illness or injury) for an FMLA-qualifying event will run
8 concurrently with, not in addition to, the use of the FMLA for that event.
- 9 E. Serious health condition leave consistent with the requirements of the
10 FMLA will be granted to an employee in order to care for a spouse, son,
11 daughter, parent or domestic partner as defined by [WAC 182-12-260](#) (2)
12 who suffers from a serious medical condition that requires on-site care or
13 supervision by the employee. Personal medical leave consistent with the
14 requirements of the FMLA will be granted to an employee for their own
15 serious health condition that requires the employee's absence from work.
16 The Employer may require that such personal medical leave or serious
17 health condition leave be supported by certification from the employee's or
18 family member's health care provider.
- 19 F. Personal medical leave or serious health condition leave covered by the
20 FMLA may be taken intermittently when certified as medically necessary.
- 21 G. Upon returning to work after the employee's own FMLA-qualifying illness,
22 the employee will be required to provide a fitness for duty certificate from
23 a health care provider.

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RULE 37 – TERM OF AGREEMENT

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37.01 This Agreement is the agreement for the period of July 1, 202~~5~~ through June 30,

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202~~5~~.

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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/ 4/9/2024

/s/ 4/9/2024

Hannah Hollander, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX A
DECK DEPARTMENT PERSONNEL

RULE 1 – HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT

- 1.01** A. The principle of the eight (8) hour day is hereby established. For all practical purposes, eight (8) consecutive hours shall constitute one (1) work day. Forty (40) hours shall constitute a work week, and eighty (80) hours shall constitute a two (2) week work schedule. The following work schedules shall be observed:
1. Five (5) consecutive, eight (8) hour days followed by two (2) consecutive days off.
 2. Ten (10) consecutive, eight (8) hour days followed by four (4) consecutive days off.
 3. Four (4) consecutive, ten (10) hour days followed by three (3) consecutive days off.
 4. Eight (8) consecutive, ten (10) hour days followed by six (6) consecutive days off.
 5. Nine (9) consecutive, nine (9) hour days followed by five (5) consecutive days off totaling eighty-one (81) straight-time hours.
 6. Five (5) consecutive, nine (9) hour days followed by three (3) consecutive days and four (4) consecutive, nine (9) hour days followed by two (2) consecutive days off totaling eighty-one (81) straight-time hours.
 7. By mutual agreement, additional work schedules may be observed.
 8. Employees that are working a schedule as defined in 3 or 4, above, shall be compensated at the straight-time rate of pay. Employees that are schedule as defined in 5 or 6, above, shall have the option of

- 1 having the eighty-first hour worked in a two (2) week period
2 compensated at the straight-time rate of pay or credited with one (1)
3 hour of compensatory time at the straight-time rate of pay.
- 4 9. Operating crews assigned to extra service vessels may be required
5 to work four (4) consecutive, ten (10) hour days followed by three
6 (3) consecutive days off.
- 7 10. Deck employees on Anacortes-San Juan Islands and Sidney routes
8 may be scheduled to work up to ten (10) hours in one (1) day or
9 eighty (80) hours in a two (2) week schedule on touring watches as
10 defined in [Section 1.17](#) of this Agreement, without incurring an
11 over-time pay obligation.
- 12 11. Relief and on-call employees shall be paid for shifts as follows:
- 13 a. Scheduled shifts of less than eight (8) hours will be paid at
14 eight (8) hours.
- 15 b. A scheduled nine (9) hour day shall be paid at nine (9) hours
16 straight-time.
- 17 c. A scheduled ten (10) hour day shall be paid at ten (10) hours
18 straight-time.
- 19 d. All hours ending after the scheduled shifts will be paid at the
20 overtime rate.
- 21 e. All hours over eighty (80) in the work period will be paid at
22 the overtime rate.
- 23 f. Shifts with offsetting nine (9) and seven (7) hour days will
24 be paid at nine (9) and seven (7) hours straight-time unless
25 single day dispatched. In this case, the employee will be paid
26 eight (8) hours straight-time on a seven (7) hour day or eight

1 (8) hours straight-time and one (1) hour over time on a nine
2 (9) hour day.

3 g. When a relief works seventy-six (76) hours they have
4 satisfied their work period and will receive compensation for
5 eighty (80) hours. Should a relief be called to work a shift
6 and has seventy-six (76) hours, they will be paid straight-
7 time hours up to eighty (80) hours and overtime for the hours
8 over eighty (80).

9 h. When an on-call employee has reached seventy-six (76)
10 hours and is called to work another shift, they will be paid
11 straight-time hours up to eighty (80) hours and overtime for
12 the hours over eighty (80). The Employer is not required to
13 call on-call employees who have reached seventy-six (76)
14 hours if other on-call employees are available at straight-
15 time. If no other on-call employees are available, on-call
16 employees with seventy-six (76) hours will be called prior to
17 assigning any remaining on-call per [Appendix A Rule 6.03](#).
18 This Rule does not apply to any on-call employee with more
19 than seventy-six (76) hours.

20 In cases where running schedules of vessels will not permit relieving of
21 crew members at port of embarkation within the eight (8) hour day, the
22 overtime penalty will not be incurred; provided, however, that no employee
23 shall work more than nine (9) hours in one (1) day or eighty (80) hours in a
24 two (2) week work schedule.

25 B. Limitation on Flexing Shifts

26 1. For shifts of ten (10) hours, working hours may flex up or down one-
27 half (1/2) hour or less in order to permit relieving of crew members

1 at port of embarkation without incurring overtime, subject to
2 committee process in Subsection C.

3 2. If schedules include offsetting eight (8) hour shifts, the WSF agrees
4 to pay no less than eight (8) hours pay for working the short shift for
5 all employees on single day dispatch. IBU relief and on-call
6 employees shall be paid overtime on the long shift when working
7 single day dispatch.

8 C. Committee Process

9 1. Before the Employer changes any printed running or crew
10 schedules, the Inlandboatmen’s Union and the Masters, Mates and
11 Pilots (Unions) shall jointly be consulted to arrange crew schedules
12 reasonably consistent with the health and safety of deck hands,
13 masters, mates and pilots, and with properly and conveniently
14 serving the customer, and to provide shifts for deck hands, masters,
15 mates and pilots as provided above. The Unions will each name two
16 (2) employees to a committee whose sole purpose will be to examine
17 proposed changes to crew schedules and recommend improvements
18 therein to the Employer. The said committee will meet as is
19 necessary to meet crew schedule changes. Union members will be
20 paid for eight (8) hours at their regular straight-time rate of pay for
21 each committee meeting. Committee meetings will be scheduled to
22 allow time for travel within the eight (8) hour shift. Mileage will be
23 paid as is appropriate. If management extends the committee
24 meeting time, then travel time will be paid as appropriate.

25 2. Should the Employer and the Unions not reach agreement over the
26 proposed crew deck schedules, the Unions may elect to jointly file
27 a grievance and proceed to expedited arbitration based on whether
28 the schedule(s) are reasonably consistent with the health and safety
29 of deck hands, masters, mates and pilots.

- 1 3. In the event of such a dispute, the parties agree upon the following
2 process:
- 3 a. The Unions and the Employer shall select an arbitrator
4 deemed qualified to serve as an arbitrator by the Federal
5 Mediation and Conciliation Service (FMCS). The Unions
6 and the Employer shall meet and each will submit a list of
7 eleven (11) arbitrators using the strike method until an
8 arbitrator has been selected.
- 9 b. Within five (5) working days of receipt of a grievance being
10 filed as referenced above, the parties shall schedule a
11 meeting with the arbitrator selected. The meeting will be
12 scheduled as expeditiously as possible, but in no event more
13 than fifteen (15) working days from the receipt of the
14 grievance unless otherwise mutually agreed to.
- 15 c. At the arbitration hearing, the arbitrator shall have sole and
16 unfettered discretion to consider any evidence that is
17 presented by the parties, as well as to limit the length or
18 volume of information presented. The arbitrator shall have
19 the authority to question the representatives and their
20 witnesses, and ask for further information, and to control the
21 conduct of the hearing in any fashion.
- 22 d. Within ten (10) days of the conclusion of the hearing referred
23 to in paragraph three (c) above, the arbitrator shall inform
24 the parties in writing of their decision. The decision shall not
25 alter or amend the terms and conditions of the Collective
26 Bargaining Agreement. The arbitrator will also include in
27 their decision any analysis or reasoning on which the
28 decision is based. Additionally, if the arbitrator finds the
29 schedule not reasonably consistent with health or safety

1 standards, the arbitrator will provide the parties guidance as
2 to the changes necessary to bring the schedule into
3 compliance. The decision of the arbitrator shall be final and
4 binding upon the Union, the Employer and the grievant(s).

5 **1.02** The Union and the Employer may agree to establish touring watches on vessels
6 where the running schedules make such watches more practical. When touring
7 watches are established, the employees involved shall be paid at straight-time pay
8 for not to exceed five (5) consecutive tours, followed by not less than two (2)
9 consecutive tours off duty. This Rule does not apply to designated relief personnel.

10 **1.03** Employees designated as relief personnel may be employed continuously for up to
11 twenty (20) days or one-hundred sixty (160) hours within any two (2), two (2) week
12 work schedule period without the overtime provisions being invoked. All work in
13 excess of the regular daily assignment shall be paid at the overtime rate. The
14 Employer will furnish the Union the name of the employees designated as relief
15 personnel. There shall be regular relief personnel to provide relief coverage for the
16 permanent positions within the system.

17 **1.04** **Vessel Shift Changes**

18 When any vessel watch schedule is changed by three (3) hours or more and/or the
19 employees' day off assigned to said vessel are changed by at least one (1) day, or
20 the vessel's home terminal is changed, the employees' whose watch has changed
21 by three (3) hours or more, whose days off has changed by (1) or more days, whose
22 home terminal has changed, shall have the right to exercise their seniority by
23 classification in selecting a new assignment of their choice. Any displaced
24 employee will also have the right to exercise their seniority by classification in
25 selecting a new assignment of their choice. A displaced employee that does not
26 select a new assignment shall be placed into the on-call pool.

1 When the vessel shift changes outlined above occur, employees affected may
2 choose the assignment of their choice by classification seniority (AB to AB and OS
3 to OS) excluding Shore Gang and part-time watches.

4 Any permanent vacancies that exist prior to the vessel shift change bid dates will
5 be bid in a separate optional bid open to all IBU employees.

6 **1.05 Filling of Vacancies**

7 A. Bid Periods - Permanent/Summer

8 1. There will be six (6) bid periods each year. A bid form will be made
9 available to all eligible IBU employees for each bid period. One (1)
10 bid period will be for summer schedule (Summer Schedule Bid
11 Period); these assignments will only be for the summer schedule.
12 (See paragraph 4 for further information about the Summer
13 Schedule Bid Period). The remaining five (5) bid periods
14 (Permanent Bid Period) will be for permanent assignments and
15 seasons' these five (5) bid periods will take place between August
16 and March. Each summer dates for all six (6) bid periods will be
17 determined and sent to all IBU employees. Summer and fall bid
18 periods will always take place. The remaining four (4) bid periods
19 will only take place if the Employer has knowledge of at least one
20 (1) permanent vacancy five (5) calendar days' prior to the scheduled
21 bid period's opening date.

22 2. The Permanent Bid Form will be used to fill any known permanent
23 vacancies and all resulting permanent vacancies. A bid form will
24 only be valid for a specific bid period. Incomplete bid forms will not
25 be processed. Bids will be open for ten (10) calendar days and will
26 close at 5:00 pm on the closing date and must be submitted in
27 accordance with the instructions on the bid form. Bid results and the
28 transfer date will be posted eight (8) calendar days after the closing

1 date. All transfers will start with the beginning of a two (2) week
2 work period. The Union will be sent copies of all bid notices and bid
3 results.

4 3. All deck employees will be allowed to bid for all IBU deck positions
5 in which they have the appropriate endorsement. However, no
6 employee will be moved from their permanent position unless they
7 bid for and is actually awarded another position. All positions will
8 be awarded by seniority with the appropriate classification.
9 Interdepartmental transfers will only be considered if the senior
10 qualified deck bidder is not a year round deck employee. In that case
11 the hire date will become the deciding factor in awarding the
12 position. The position will be awarded to either the senior qualified
13 deck bidder (on-call) or the interdepartmental transfer, whichever
14 one of these two (2) employees has the most senior WSF hire date.

15 4. The Summer Schedule Bid Period will begin with a lateral route bid
16 (part one [1]) for Anacortes and any other necessary routes.
17 Following the lateral route bids, will be (part two [2]) of the Summer
18 Schedule Bid Period, which will include summer assignments,
19 vacancies created by an employee moving to a summer assignment,
20 and any permanent vacancies created since the last bid period. All
21 assignments awarded with the Summer Schedule Bid Period are
22 only for the summer schedule. Any vacancies remaining after the
23 summer bids have been processed will be filled by the crew on the
24 watch with the vacancy rotating up, based on endorsement and
25 seniority. Any remaining vacancies will be filled by dispatch.

26 B. Filling Temporary Vacancies of More Than Thirty (30) Days

27 A temporary position in the deck department exists whenever an employee
28 in a permanent position has been absent, for any reason, for thirty-one (31)
29 consecutive days. Bid vacation is not an absence. The vacant position will

1 then be bid out in the next extended temporary bid. The position will be re-
2 bid prior to each season unless the employee who held the permanent
3 position has completed all return to work requirements.

4 Except as provided for in this Rule, employees who accept a temporary
5 intra-department assignment will remain on that assignment until the
6 temporary assignment ends.

7 1. Temporary assignments, either lateral transfer or upgrade, will be
8 filled by classification seniority using the temporary vacancy bid
9 form.

10 2. Periodically extra Extended Temporary Bid Forms will be sent to
11 the dayroom of each vessel. It is up to the employee to keep a form
12 for future bidding.

13 Extended temporary positions will be filled with the use of an
14 Extended Temporary Bid Form. The Extended Temporary Bid Form
15 will list all IBU deck positions. The Extended Temporary Bid Form
16 will only be valid for one (1) bid posting. The Extended Temporary
17 Bid Form will be used to fill the original extended temporary
18 vacancy and the vacancies that result from filling the original
19 vacancy. With this process there is no way to know exactly which
20 positions may open due to the domino effect. It is up to the employee
21 to number, by preference, each and every position that they would
22 like to work as an extended temporary assignment.

23 In order for a bid form to be considered valid it must be completely
24 filled out, including the bid posting number, and received by the
25 closing day and time. Withdrawal or changes to a bid form must be
26 in writing and received before the closing day and time.

1 Extended temporary positions will be announced by notices in crew
2 dayrooms, and via email. Employees wishing to receive email
3 notification through their WSF email address should contact the bid
4 administrator.

5 Extended temporaries in the deck department will open by 9:00 am
6 on the last Friday of the work period, close at 5:00 pm on the first
7 Thursday of the following work period, results will be announced
8 by 5:00 pm on the first Friday of the work period, and assignments
9 will begin the first Sunday of the next work period.

10 Example: open by 9:00 am, Friday 2/7/03, close at 5:00 pm,
11 Thursday, 2/13/03, results announced by 5:00 pm, Friday, 2/14/03,
12 assignments begin the week of Sunday, 2/23/03.

13 Any deviation to the transfer day will need to be mutually agreed
14 upon by dispatch and the employee. The successful bidders are
15 responsible for contacting dispatch before Sunday to coordinate the
16 transfer to their extended temporary assignment. There will be no
17 phone calling to offer an assignment; the senior bidders will be
18 assigned the extended temporary positions.

19 Written confirmation will be sent to the successful bidders via e-
20 mail to their WSF email address in the form of job bids awards, and
21 written notification will also be sent to the dayroom of each vessel.
22 Due to the nature of extended temporary positions the assignment
23 could end at any time.

24 Employees must be available and physically able to perform a job
25 fourteen (14) days after it has been opened.

26 All eligible IBU employees will be allowed to bid for all extended
27 temporary IBU deck vacancies in which they have the appropriate

1 endorsement. However, no employee will be moved from their
2 permanent position to fill an extended temporary position unless
3 they bid for and is actually assigned an extended temporary position.
4 All positions will be awarded by seniority within the appropriate
5 classification.

6 An employee assigned to an extended temporary must complete the
7 extended temporary assignment. The exceptions are if the employee
8 is awarded a permanent position or the employee is awarded a new
9 lateral or upgraded extended temporary position according to
10 [Appendix A, Rule 1.05\(B\)](#).

11 3. Extended temporary positions that have not been filled by the bid
12 process above shall be offered to the most senior employees in the
13 on-call pool. In the event that no one accepts the position(s), the least
14 senior employee(s) will be assigned, without the right of refusal,
15 within thirty-five (35) miles of their home terminal. Assigned
16 employees shall be paid at the permanent rate of pay for the position.

17 All extended temporary assignments end at the conclusion of a
18 season. Upon completion of temporary assignments, employees will
19 be returned to their permanent assignment. Mileage and travel time
20 will not be paid to any employee who accepts an inter-department
21 transfer. If requested by the employee, the Employer will provide,
22 in writing, the reason(s) for not being selected for a temporary
23 assignment.

24 C. Filling Temporary Vacancies for Thirty (30) Days or Less

25 Temporary vacancies of thirty (30) days or less will be filled in the
26 following manner: after an employee has been dispatched to the watch, the
27 actual vacancy, which is the position of the absent employee, will be filled
28 by either the permanent crew member or the employee dispatched to the

1 crew, whichever one has the most seniority in the vacated classification. AB
2 Relief's dispatched to an AB job on straight time work the AB position
3 ahead of an OS on the crew with more AB seniority. For instance, if an AB
4 position is vacant, then the AB dates of the OS crew members and the
5 employee dispatched would be compared and the one with the most
6 seniority in the AB classification would fill the position. If the OS fills the
7 AB position, then the OS position will be filled by either the OS crew
8 member or the employee with the most senior OS date, etc. No permanent
9 crew member on the watch or straight time Relief AB will be downgraded
10 from their permanent position with this process. An on-call who selected an
11 AB job per their seniority, on straight-time, during the version process or
12 daily dispatch, will be considered part of the permanent crew. Any AB
13 dispatched as an OS on overtime will work the vacant OS position.

14 D. Port Townsend Spring Shoulder Schedule

15 The Port Townsend spring shoulder schedule will be filled by dispatch with
16 either AB relief or on-call deck employees when the spring shoulder
17 schedule is thirty (30) days or less. If more than thirty (30) days, it will be
18 filled in accordance with the summer schedule bid period. The summer
19 schedule bid period will include the Port Townsend fall shoulder.

20 E. Employee Availability

- 21 1. Employees must be available and physically able to perform a job
22 thirty (30) days after it closes in order to be considered an eligible
23 bidder. Similarly, an employee on approved leave of absence or sick
24 leave may bid on job postings within thirty (30) days of their
25 documented expected date of return to work.
- 26 2. Consistent with this Agreement, any permanently assigned
27 employee who fails a drug/alcohol test will relinquish their
28 permanent assignment. When the employee is certified to return to

1 work, the employee will be placed on the on-call list by seniority
2 until the next bid period.

3 3. Any permanently assigned employee who is medically unfit for duty
4 will be eligible to return to their permanent assignment subject to fit
5 for duty requirements. In the event that the employee is unfit for
6 duty for more than six (6) months, the Employer retains the right to
7 evaluate the status of the employee and to determine to bid the
8 position as a permanent assignment. In the event the employee is
9 certified to return to duty, the employee will be returned to their
10 previous assignment as soon as practicable.

11 4. Employee's unfit for duty for more than three hundred sixty-five
12 (365) days

13 When an employee is absent for three hundred sixty-six (366), days
14 the Employer will bid the position as a permanent assignment. In the
15 event the employee is certified to return to duty, the employee will
16 be returned to their previous assignment as soon as practicable. An
17 employee returning from an absence of more than three hundred and
18 sixty-five (365) calendar days will be reinstated to their former
19 position which includes their shift, classification, and days off
20 unless otherwise provided for by contract bidding requirements
21 which occurred during the employee's absence which would
22 indicate and qualify the employee for a different shift.

23 **1.06** Employees required to work in a higher classification will be paid at the pay equal
24 to the higher classification for the period equal to the time in which the employee
25 worked in the higher classification, unless more than four (4) hours is worked in a
26 higher classification, then payment will be for eight (8) hours at the higher rate.
27 Designated relief AB's responding to an assignment shall receive no less than the
28 AB Relief rate of pay.

1 **1.07 Removal from Regular Assignment**

2 Whenever an employee is required by the Employer to move from their regular
3 assignment and temporarily assigned to a vessel on a different route due to service
4 disruptions or temporary route closures, each employee shall receive travel pay and
5 mileage for the distance between the regular home terminal and the temporary
6 relieving terminal.

7 If a temporary assignment is expected to last thirty (30) days or longer, travel time
8 and mileage will not be paid.

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/ 5/21/2024

/s/ 5/21/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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APPENDIX A
DECK DEPARTMENT PERSONNEL

RULE 2 - WORKING CONDITIONS

2.01 There will be no chipping, scaling, painting or preparation for painting performed by deck department employees from noon Fridays until the following Monday at 8:00 am, and on holidays.

2.02 ~~Cabin~~ OS shall not be required to do maintenance work or such other duties as are normally assigned to Able Bodied Seamen ~~or OS~~. Able Bodied Seamen shall not be required to do work normally assigned to ~~Cabin~~ OS ~~except on the HIYU~~.

2.03 Chipping, painting and preparation for painting by vessels’ crews shall not be performed outside when the temperature is below forty (40) degrees.

2.04 “Regular” cleaning of restrooms, ~~except on the HIYU~~, shall be performed only by employees occupying vessel ~~Cabin OS or~~ OS positions.

2.05 The following items are considered sanitary work and shall be performed on Monday through Sundays and holidays: cleaning pilot house and pilot house windows; cleaning crew’s passageways, quarters, head and shower; cleaning stairwells, dumping refuse buckets; cleaning up loose oil; sweeping and mopping passenger cabins, windows and heads.

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/ 5/21/2024

 /s/ 5/21/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
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Christopher Simmons, PSR Regional Director
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APPENDIX A
DECK DEPARTMENT PERSONNEL

RULE 3 – SHORE GANG PERSONNEL

This Rule applies only to Shore Gang Personnel assigned to Eagle Harbor and is in addition to [Rules 1](#) through [Rule 3736](#); if there are conflicting Rules resulting from the general contract, this Rule shall be the applicable Rule governing Shore Gang Employees.

3.01 [Shore Gang Employees are required to maintain expertise and knowledge on multiple classes of vessels and terminals and are assigned throughout the system as needed.](#)

3.02 Employees filling a vacant shoreside maintenance assignment shall do so in accordance with the established bid procedure; however, no more than four (4) Shore Gang positions shall hold less than an AB endorsement as defined in [Rule 19.04](#). Employees so assigned, shall be on a probationary period for up to six (6) months. If an employee does not successfully complete that probationary period, they shall return to their former job assignment. A probationary period shall not apply to temporary positions.

~~**3.032**~~ If shoreside maintenance employees are assigned on Saturday and holidays, it shall be on a rotating basis. Saturday security watches shall not be subject to the payment of overtime pay for work on Saturday as such, provided that employees on such watches shall be relieved from their work assignments the Monday preceding the Saturday assignment. AB shoreside maintenance employees shall not be assigned to security watches while on vacation.

~~3.043~~ Shoreside Maintenance Hours of Employment, Overtime and Assignment

~~The regular daylight~~[All shift start times will be set by the employer. Start and stop times are subject to change if ferry schedules change. If the Employer chooses to adjust the start times, prior notice will be provided to the employees and the Union. shall begin at 7:00 am and a regular work shift will](#) be an eight and one-half (8½)

1 hour period less thirty (30) minutes for meals on the employee's time. Pay for each
2 shift will be in accordance with Rule 17.04. ~~a full shift period shall be a sum~~
3 ~~equivalent to eight (8) times the straight-time regular hourly rate with no premium.~~
4 ~~The regular second shift shall begin at 3:30 pm and be an eight (8) hour period less~~
5 ~~thirty (30) minutes for meals on employee's time. Pay for a full second shift, shall~~
6 ~~be a sum equivalent to eight (8) times the regular day shift hourly rate, plus ten~~
7 ~~percent (10%). The regular third shift shall begin at 11:30 pm and be a seven and~~
8 ~~one-half (7½) hour period less thirty (30) minutes for meals on employee's time.~~
9 ~~Pay for a full third shift shall be a sum equivalent to eight (8) times the regular day~~
10 ~~shift hourly rates plus fifteen percent (15%).~~

11 If the Employer changes the scheduled hours of a Shore Gang shift by more than
12 sixty (60) minutes, or days off change, the affected Employee(s) will have a right
13 to:

- 14 A. Bump into a different Shore Gang shift if their seniority allows it or;
- 15 B. During the next Mandatory Bid, they can choose to bump into a Deck
16 Department position in the fleet if their seniority allows it or;
- 17 C. Be placed back on-call in the Deck Department.

18 **3.054** Crew members working on a vessel while in a shipyard or during lay-up status shall
19 work on the basis of eight (8) hours per day, forty (40) hours per week. In
20 computing weekly hours, ship's time and the shipyard time shall be combined.

21 **3.065** Time worked in excess of ~~eight (8) hours per day~~the assigned daily work shift or in
22 excess of five (5) days, forty (40) hours per week, shall be paid at the overtime rate.
23 All overtime worked by an employee will be paid at one and one-half (1½) times
24 the employee's straight-time rate of pay. Actual time will be reported but overtime
25 will be paid in the following six (6) minute increments based on the following
26 increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-
27 four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes, for the first
28 hour. For time worked in excess of one (1) hour, overtime will be paid at one and
29 one-half (1½) the employee's straight-time rate of pay, in one (1) hour increments.

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

3 The ~~first eight (8) hours~~ hours worked during the assigned daily work shift shall be
4 paid at the straight-time rate, work performed during the ~~second~~ eight (8) hours
5 immediately preceding the assigned daily work shift shall be at the overtime rate,
6 and work performed during the ~~final~~ third eight (8) hours shall be paid at two and
7 one half (2½) times the straight-time rate, unless the employee has had a minimum
8 of a six (6) hour break immediately preceding the third shift.

9 **3.076** Extra employees engaged on an hourly basis to work in shipyards or at the tie-up
10 terminals shall be paid the same wages and work the same hours as regular
11 employees, with a minimum call of four (4) hours at the straight-time rate.

12 **3.087** Any eight (8) consecutive hours of work excluding one-half (1/2) hour for meal
13 periods, five (5) consecutive days per week, or ten (10) consecutive hours of work
14 excluding one-half (1/2) hour for meal periods, four (4) consecutive days per week,
15 Monday through Friday, as assigned by the Employer constitutes scheduled hours
16 and days of work.

17 **3.098** All work performed in excess of the assigned daily work shift ~~eight (8) hours per~~
18 ~~day~~ or in excess of forty (40) hours per week (five [5] straight-time days) and all
19 work performed on Saturdays and Sundays shall be paid for at the overtime straight-
20 time rate of pay.

21 A. Year round employees, who are called in to work on a scheduled day off
22 and have a minimum of eighty (80) non-overtime compensated hours in the
23 work period will be compensated at the overtime rate of pay. In addition,
24 they will receive four (4) hours of call back pay at their straight-time rate of
25 pay regardless of the length of the overtime shift or the hours actually
26 worked.

27 B. The Shore Gang Foreperson or Acting Foreperson

1 1. The Shore Gang foreperson or acting foreperson will receive a
2 minimum of four (4) hours pay at the overtime rate of pay for the
3 callout when just making calls unless calls occur more than four (4)
4 hours after the initial call when the foreperson shall receive an
5 additional four (4) hours at the overtime rate of pay. Unless a
6 foreperson is required to go to a work site from home, they shall not
7 receive the additional four (4) hours of call back pay at their straight-
8 time rate in accordance with the first paragraph of this provision.

9 **3.109** All holidays in [Rule 23.01](#) falling on Monday through Friday shall be given off
10 with pay, and, if called back to work, the employee will receive an additional day's
11 pay. All holidays approved by the Transportation Commission for Department of
12 Transportation personnel shall also be granted the shoreside maintenance workers
13 at Washington State Ferries. Also, Department of Transportation holidays by the
14 same name as those holidays listed in [Rule 23.01](#), or corresponding to such
15 holidays, but which fall on different dates, will not be considered as additional
16 holidays granted shoreside maintenance workers. If a holiday falls on Saturday, the
17 previous Friday shall be observed; if a holiday falls on Sunday, the following
18 Monday shall be observed.

19 **3.110** It is agreed that all holidays which have been granted to employees assigned to the
20 Shore Gang which are the same holidays applicable to those employees assigned to
21 Eagle Harbor will be observed on the day which is observed for the holiday by
22 those employees assigned to Eagle Harbor.

23 **3.121** Shore Gang employees will not be required to work away from Eagle Harbor
24 shipyard and spend the night unless they have had twenty-four (24) hours' notice
25 prior to leaving town, except under emergency conditions.

26 **3.132** The Employer agrees to reimburse regular Shore Gang employees up to one
27 hundred thirty dollars (\$130.00) maximum per calendar year for industrial work
28 clothing. The wrong selection of size, style, and/or color will not be subject to or
29 reason for additional reimbursement. Employees will provide legible proof of a

1 purchase receipt(s) from the vendor to the Employer in order to be reimbursed.

2 Employees may order two (2) pair of coveralls per calendar year from the
3 Washington State Correctional Industries organization.

4 Greasers will be provided a washer and dryer at Eagle Harbor dedicated for their
5 use, to launder their coveralls.

6 **3.143** When a year round vacancy occurs, assignment to such vacancy will be made in
7 accordance with the provision set forth in [Rule 19](#) with the understanding that the
8 determination of necessary qualifications and ability to perform in accordance with
9 the job requirements of the foreperson and/or lead position may minimally require
10 an interview process.

11 **3.154 Shore Gang Foreperson Evaluation**

12 A. The Shore Gang foreperson shall be evaluated by the operations manager
13 on an annual basis. The performance evaluation process gives the
14 operations manager an opportunity to discuss performance goals with the
15 employee and assess and review their performance with regard to those
16 goals.

17 B. In accordance with Section A above, the operations manager will meet with
18 the employee to discuss performance expectations. The employee will
19 receive copies of their performance expectations as well as notification of
20 any modifications made during the review period. Employee work
21 performance will be evaluated at least annually thereafter.

22 C. The operations manager, will discuss the evaluation with the employee. The
23 employee will have the opportunity to provide feedback on the evaluation.

24 The performance evaluation process will include, but not be limited to, a
25 written performance evaluation on forms used by the Employer, the
26 employee's signature acknowledging receipt of the forms, and any
27 comments by the employee. A copy of the performance evaluation will be

1 provided to the employee at the time of the review. A copy of the final
2 performance evaluation, including any employee comments, will be
3 provided to the employee. The original performance evaluation forms,
4 including the employee's comments, will be maintained in the employee's
5 personnel file.

6 D. If an employee disagrees with their performance evaluation, the employee
7 has the right to attach a rebuttal.

8 E. The performance evaluation is not subject to the grievance procedure in
9 [Rule 14](#).

10 **3.165** Participation in programs to secure and maintain licensing, fit testing, as well as
11 training to maintain and upgrade Merchant Mariners' Credentials as provided in
12 [Rule 29](#) and otherwise understood in this Agreement shall be made available to
13 employees in Shore Gang positions.

14 **3.176 Vacation Requests**

15 Whenever possible, vacations will be scheduled for the mutual convenience of the
16 Employer and employee. An employee's request for vacation time off shall be
17 submitted to the employee's supervisor in writing. Upon the implementation of
18 DOTtime, an employee's request for vacation time off shall be submitted to
19 DOTtime. At the time the employee submits a vacation time off request, the
20 employee must have, or will have accrued, the leave to cover the vacation time off
21 as requested. Whenever possible, requests for vacation time shall be made at least
22 two (2) weeks in advance. Vacation leave requests that create an inability to honor
23 work or training commitments and/or would unreasonably impact personnel may
24 be denied. The foreperson in an area must report quarterly who will be on vacation
25 and when. Leave of absence without pay for short periods may be granted at the
26 discretion of the Employer. Such requests shall be made in advance. Requests for
27 leave without pay for extended periods shall be considered subject to established
28 WSF policies.

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APPENDIX A
DECK DEPARTMENT PERSONNEL

RULE 5 – RELIEF DECK EMPLOYEES

5.01 Relief Employees are required to maintain expertise and knowledge on multiple classes of vessels and are assigned throughout the system as needed. This includes, but is not limited to:

- A. Familiarization on multiple classes of vessels.
- B. Performing documented break-in on multiple classes of vessels.
- C. Proficiency in the operation of multiple classes of vessels.
- D. Knowledge of specific emergency evacuation plans, safety systems, emergency equipment and ability to take charge of an unfamiliar crew during emergent situations consistent with the Muster list.
- E. Ability to perform lead duties over crew on multiple classes of vessels.

Mileage shall be paid only for travel actually performed to a location other than the employee’s home terminal according to [Schedule A](#), unless otherwise stated in this Agreement.

5.02 The Employer will furnish the Union with the names of the employees designated as relief personnel.

5.03 Employees designated as relief personnel shall have designated home terminals as close as possible to the employee’s residence and will not receive travel time, unless specifically noted elsewhere in this Agreement. Mileage shall be paid in accordance with [Appendix A, Rule 5.07\(A\)](#). When dispatched to Friday Harbor, reliefs will receive ~~a one hundred dollar (\$100.00) stipend~~ [an additional five \(5\) hours at the employees’ regular rate of pay](#) for each day assigned; connected touring watches

1 will be defined as one (1) day for the purpose of this Rule. Friday Harbor and/or
2 inter-island home ported employees will not receive any stipend pay.

3 **5.04** A designated relief employee shall forfeit their relief position and return to on-call
4 status if such employee accepts any work assignment of less than forty-five (45)
5 calendar days outside of the bargaining unit, except in the instance of a bona-fide
6 emergency bump up or for attending mate's training. An employee who loses relief
7 status in this way cannot bid on a relief position until the second optional bid cycle
8 after they return to the bargaining unit.

9 **5.05** **Dispatcher's Inquiry**

10 Before offering any job assignment, the dispatcher's first statement to an employee
11 for job assignments will be, "are you available for work today?" If the employee
12 says, "no," due to illness or any other reason, they must immediately inform the
13 dispatcher. The dispatcher will enter this information in the dispatch log as an
14 employee request for a day off using the appropriate leave.

15 When dispatch is in assignment mode, before offering any job assignment, the
16 dispatcher's first statement to an employee for job assignments will be, "I am in
17 assignment mode, are you available for work today?" If the employee says, "no,"
18 due to illness, they must immediately inform the dispatcher that they are ill. The
19 dispatcher will enter this information as a sick day for this employee in the dispatch
20 log.

21 **5.06** All deck employees may bid for open relief positions. All pertinent bidding rules
22 apply.

23 **5.07** **Regular Relief Free Days**

24 A. Prior to the start of the fall and summer seasons, immediately following the
25 seasonal bid, regular relief employees shall bid on two (2) consecutive free
26 days during each work period.

1 Relief deck employees shall fill out a Free Day Bid Form and return it to
2 the bid administrator. Free days will be assigned on a seniority basis.

3 B. If a relief vacates their assignment at any time during the season, the relief
4 that wins the bid for that position shall assume the same free days as the
5 ones held by the relief that vacated the assignment. The parties agree that a
6 relief cannot bid to another relief position in order to change free days.

7 C. If an additional relief position is created by mutual agreement between WSF
8 and IBU at any time during the season, then WSF may select the free days
9 for that position based on business needs.

10 D. When bidding the temporary assignments associated with Subsections A
11 and B above, the free days assigned to that job shall be listed as part of the
12 temporary bid notification by the bid administrator.

13
14 **5.08 Relief Initial Selection Process**

15 A. Prior to each work period, available job assignments will be e-mailed to the
16 reliefs' WSF email address and to the Union prior to dispatch calling reliefs
17 by seniority. Touring watches shall not be broken up for selection purposes.

18 1. Version One (1) will be emailed two (2) Saturdays prior to each
19 work period with a supplemental version emailed on Tuesday before
20 the commencement of the selections of assignments for the
21 upcoming work period.

22 2. Assignment selections will commence no later than Tuesday of the
23 week prior to the work period and will be completed by Saturday.

24 3. Final selections shall be emailed to all reliefs and the Union, prior
25 to the start of the work period or when the initial selection process
26 has been completed.

1 B. Selection

2 Job selections will start with the most senior relief, working down the relief
3 list by seniority until all jobs are taken or everyone has been offered the
4 available choices. After each relief has selected jobs, dispatch will email
5 their selections to the WSF email address of all reliefs before continuing the
6 dispatch process.

7 C. Reliefs that have selected between seventy-six (76) and up to eighty-five
8 (85) hours of work have fulfilled their obligation to work in that work period
9 and have now established days off. Reliefs will not be offered additional
10 jobs until all reliefs have met the seventy-six (76) hour threshold.

11 For the purpose of achieving seventy-six (76) hours, seven (7) hour days
12 will be calculated as eight (8) hours worked. If management suspects abuse
13 of the seventy-six (76) hour rule, management may review this issue with
14 individual employees.

15 D. Reliefs who have selected between seventy-six (76) and seventy-nine (79)
16 hours have the right to refuse additional jobs. Overtime incurred in the
17 application of this Rule is not in violation of the overtime list in [Rule 10](#),
18 Overtime.

19 E. Unfilled Assignments

20 1. If a relief does not select an available job and jobs are unfilled after
21 initial selection, reliefs shall be dispatched from the bottom of the
22 seniority list upward to fill any remaining jobs.

23 2. The least senior relief will choose ~~a remaining jobs~~ [for a minimum](#)
24 [of 76 hours](#). ~~If multiple jobs exist, the next relief on the list will~~
25 ~~choose one (1) of the remaining jobs.~~ This practice will continue
26 moving from the bottom of the seniority list in an upward direction

1 until all jobs are filled. A relief shall not be assignable to a watch
2 that starts within eighteen (18) hours of the end of a scheduled
3 Friday Harbor shift unless the relief is working an established
4 Touring Watch.

5 3. Reliefs who were assigned a job, may choose to call dispatch daily
6 to request a reassignment. At the request of these reliefs, dispatch
7 shall offer reassignment by seniority, for any day the relief is
8 available to work, provided it does not alter previously selected jobs.

9 If a relief chooses to switch an assigned day to any other day, the
10 overtime rate of pay will not apply for the selected shift. Dispatch
11 shall offer the open position to the relief requesting reassignment
12 before offering the open position to on-call employees, before
13 offering the open position to reliefs as extra hours, and before
14 offering the open position on overtime from the Overtime
15 Availability List. Dispatch will offer reassignment by seniority for
16 the day that was assigned if there is less than twelve (12) hours prior
17 to the start of both assignments. Reassigned days shall not alter any
18 previously selected jobs.

19 F. Once all relief employees have been contacted per the above process,
20 dispatch will contact, in seniority order, all AB and OS on-call employees
21 and offer them all unfilled job assignments, per seniority. This process will
22 continue until all known jobs have been filled or all on-call employees have
23 been offered the available work.

24 G. Cancellation of Relief Assignments

25 1. Once an employee selects an assignment they will not be removed
26 from the selected assignment unless the employee being relieved

1 returns to such assignment or as mutually agreed to by the employee
2 and the Employer.

3 2. When a relief has a job cancelled, the relief shall ~~be assigned~~ select
4 a new assignment from all open ~~only to~~ jobs that appear in the deck
5 schedule as an AM or PM shift or additional work that falls outside
6 of the deck schedule (i.e. sea trials, annuals, boat moves) between
7 the hours of midnight to midnight as long as all senior reliefs above
8 them already have their 76 hours or are ineligible to work a shift on
9 the day the relief is requesting. Reliefs shall not be assigned to
10 graveyard shifts, or any shift that interferes with previously
11 scheduled work or the relief's free days. In no instance can a new
12 assignment conflict with the twelve (12) hour rule.

13 H. OS reliefs do not have the right to promote per Rule 19.01 and Appendix
14 A, Rule 1.05(C) except as follows:

15 OS reliefs who make their job selections through this process will be
16 considered part of the regular crew and will be able to utilize their AB
17 seniority for the purpose of promotion as outlined in Rule 19.01 and
18 Appendix A, Rule 1.05(C), except when an open multi-day AB job
19 assignment starts prior to the arrival of the OS relief to the crew. In that
20 situation, the OS relief will not have the right to promote to the AB
21 assignment.

22 I. Bumping Not Allowed

23 Once reliefs have selected their shifts they cannot bump another relief out
24 of their selection and cannot relinquish their pre-selected shifts for a
25 different opening. Relief employees previously assigned to other job
26 assignments will be offered, in seniority order, open positions on annuals,
27 boat moves, and/or sea trials, ~~created in AOSS more than twenty-four (24)~~

1 ~~hours in advance of the assignment.~~ In no instance will reliefs be offered
2 these jobs if it is within six (6) hours of either watch.

3 J. When two (2) or more reliefs or on-calls are scheduled on the same watch
4 for a given day, and one (1) of the assignments is canceled, the junior relief
5 or on-call will be removed from the watch regardless of who they are
6 scheduled for.

7 **5.09 Regular Relief Initial Dispatch Rules**

8 A. During the initial selection processes as detailed in [Section 5.08](#) above,
9 reliefs will be called in seniority order between 0800 and 1900 hours, or
10 anytime that a relief is on duty. If a relief is at work they will be called on
11 the ship's telephone or the ship's radio in order to make contact with the
12 relief.

13 B. After each relief has made a selection, within thirty (30) minutes the
14 dispatcher shall send the next relief the most current version, along with an
15 update of what each previous relief selected to the employees WSF email
16 address and call the relief informing them the updated list has been sent.
17 The relief will then have thirty (30) minutes to select from open
18 assignments; if the relief does not return the call within thirty (30) minutes,
19 the dispatcher may move on to the next relief. However, a relief working on
20 the Seattle-Bremerton route, the Anacortes-San Juan-Sidney route or who
21 is in transit to or from work will have one (1) hour to return the call. Relief's
22 that are at work will be afforded reasonable time to fulfill job selections
23 based on route and workload.

24 C. A Relief employee on vacation during version selections may email a list of
25 preferred job assignments by terminal and watch designation to dispatch
26 before version selection begins. When dispatch gets to their name they will
27 be awarded any open requested jobs that are available. It is the Relief's

1 [responsibility to ensure they are aware of all job assignments awarded](#)
2 [through this process. Any Relief who gets assigned through this process is](#)
3 [able to request reassignment.](#)

4 D. When the relief deck employee, who has not returned the phone call to
5 dispatch in the timeframe listed above, does make contact with dispatch, the
6 relief will be offered all remaining jobs that are still remaining in the initial
7 selection process.

8 ED. Failure to return a phone call in the timelines listed will not jeopardize a
9 relief's claim to guaranteed time unless the relief is the least senior relief
10 for the day of the job assignment.

11 **5.10 Day-to-Day Relief Dispatch**

12 A. If insufficient work is available or a relief has selected less than seventy-six
13 (76) to eighty-five (85) hours, day-to-day dispatching of incoming
14 assignments will be offered by seniority to reliefs available on that day.

15 B. When called, a relief may turn down the job offer, as long as there is a less
16 senior relief available for that job assignment. The least senior relief must
17 take the job assignment [but may request reassignment in accordance with](#)
18 [5.08 E 3.](#)

19 C. Reliefs who have selected less than seventy-six (76) hours in a work period
20 may be offered any assignment that totals seventy-six (76) to eighty-five
21 (85) hours worked.

22 D. When an assignment is offered where the total hours worked would exceed
23 eighty-five (85) hours it may be rejected without penalty. However, reliefs
24 may elect to accept offered assignments that exceed the eighty-five (85)
25 hour threshold.

1 E. Any relief who has not reached seventy-six (76) hours is subject to
2 assignment up to eighty-five (85) hours.

3 F. Job assignments that are received by WSF dispatch that are less than three
4 (3) hours from the time of the job, are not subject to the timelines above.
5 Calls made to the relief will be in seniority order to find the first available
6 relief who will be available to work at the start of the work shift.

7 G. When calling reliefs on their free day(s) off, dispatch will state, “this is your
8 free day, would you like to know all jobs available?” If the relief says, “yes,”
9 then dispatch will proceed reading all available jobs. At this point the relief
10 either chooses a job or takes their free day(s). Once a relief has chosen to
11 take their free day(s) they will be entered in AOSS as free days and dispatch
12 will not need to call again for any open jobs.

13 H. If a relief is called on their free day(s) and dispatch is in assignment mode
14 (last available by seniority), they may ask to hear all jobs available without
15 the risk of being assigned if no job is taken.

16 I. To help expedite the filling of jobs dispatch shall email all open jobs for the
17 remainder of the work cycle twice per day, at 9:00 am and 8:00 pm to all
18 reliefs and on-call employees. If next in seniority order for a job for a given
19 day in the current work cycle, the relief or on-call employee has the right to
20 notify dispatch and accept the assignment.

21 At the close of daily dispatch, reliefs will be emailed the most up to date
22 relief job selections for the current work cycle.

23 J. Relief employees called to change from a previously scheduled shift to a
24 different shift in order to keep a vessel in service, not including requested
25 reassignment or due to cancelation of relief assignments, will receive early
26 callout, overtime and/or guaranteed time, whichever is applicable per the
27 contract.

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K.

<u>Hours before start of the watch</u>	<u>Dispatch and employee responsibilities</u>
<u>Four plus (4+) hours</u>	<u>When dispatch calls the Relief between 7:00 am and 8:30 pm, the Relief is given fifteen (15) minutes to respond. The employee is informed of all jobs available and may select their choice. Failure to respond within fifteen (15) minutes or refusal to work is a marked refusal. Employees not granted fifteen (15) minutes might qualify for bypass. Phone logs determine the facts of bypass.</u> <u>Employees calling back after fifteen (15) minutes shall be informed of all remaining jobs. An employee taking a job this day nullifies a prior marked refusal.</u>
<u>Less than four (4) hours but greater than two (2) hours</u>	<u>Dispatch proceeds down the seniority list calling relief employees and informing them of all jobs available until an employee takes the assignment. There is no marked refusal.</u>
<u>After 7:00 pm for watches that begin between 9:00 pm and 4:00 am</u>	<u>WSF dispatch has the right to move down the seniority list to find available employees if the dispatcher determines that a reasonable risk exists that a position could go unfilled. When dispatch cannot fill positions by calling relief employees and making offers, they will then have the right to assign relief employee(s) to vacancies by assigning the least senior employee contacted personnel. The relief</u>

<u>Hours before start of the watch</u>	<u>Dispatch and employee responsibilities</u>
	<u>employee will not have the right to refuse the assignment.</u>
<u>Less than two (2) hours or two (2) hours prior to the closing of dispatch</u>	<u>WSF dispatch has the right to move down the seniority list to find available employees if the dispatcher determines that a reasonable risk exists that a position could go unfilled. When dispatch cannot fill positions by calling relief employees and making offers, they will then have the right to assign an relief employee(s) to vacancies by assigning the least senior employee contacted. The employee will not have the right to refuse the assignment.</u>
<u>Vessel in danger of not sailing</u>	<u>WSF dispatch has the right to move down the seniority list to find available employees if the dispatcher determines that a reasonable risk exists that a position could go unfilled. When dispatch cannot fill positions they then have the right to assign relief employee(s) to vacancies by assigning the least senior employee contacted or via overtime offers to all other deck department personnel. The relief employee will not have the right to refuse the assignment. If a position(s) remains open, dispatch will send an email to all deck department personnel. The most senior qualified person who responds by email to dispatch within fifteen (15) minutes will be awarded the position.</u>

<u>Hours before start of the watch</u>	<u>Dispatch and employee responsibilities</u>
	<u>This timeline does not apply to a watch in progress.</u>

1

2 **5.11 Refusals and Violations**

3 A. A refusal will be given on days when an employee is required to be available
4 for work, work is offered and employee does not return a phone call. Bypass
5 pay shall not apply when an employee has a refusal for any days of which
6 an attempt to offer work as defined in [Appendix A 5.08\(A\)](#) had been made.
7 This process shall apply to free days; however, no refusal will be recorded
8 on a free day.

9 1. First Call

10 If the employee does not respond within fifteen (15) to thirty (30)
11 minutes of the first call, the Employer shall move on down the list.
12 If the employee does not return the call it shall be refusal number
13 one (1).

14 2. Second and Third Calls

15 ~~If the employee does not respond within fifteen (15) to thirty (30)~~
16 ~~minutes of the first call, for any additional calls, dispatch will place~~
17 ~~a call to the relief employee for work available during daily dispatch.~~

18 Should the relief deck employees not pick up the [second](#) call placed
19 by the dispatcher, a message will be left for the employee. Dispatch
20 need not observe the fifteen (15) to thirty (30) minute timeframe for
21 the remainder of the current day. After the third call there will be no
22 further obligation to call the employee that day.

1 B. Four (4) refusals in a work period shall constitute a violation. If an employee
2 accepts any job on a day in which they were previously marked as having a
3 refusal, the refusal shall not be counted. A relief deck employee can only
4 accrue one (1) refusal on any given day.

5 1. Disciplinary actions associated with documented refusals: The
6 parties adopt the following sanction system regarding violations.
7 The following sanctions are agreed to be a just cause system without
8 need for considerations for mitigating circumstances. The sanctions
9 are implemented when the following disciplinary refusals occur.

10 2. Violation of more than the “allowable” marked refusals or refusing
11 in assignment mode in a work cycle results in the following
12 sanctions:

13 3. A relief that has 76 hours or more at the end of a work cycle will not
14 have any refusals count towards disciplinary action.

15 a1. First Violation

16 ~~An employee that has one (1) violation must choose from all~~
17 ~~available jobs when called in order to fill their obligation of seventy-~~
18 ~~six (76) to eighty (80) hours or they shall be assigned for the work~~
19 ~~period following the violation~~ Verbal warning.

20 b2. Second Violation Within Six (6) Months of the Previous Violation

21 Written warning and ~~A~~ an employee that has a second violation shall
22 be assigned for the rest of the current season. ~~Violations will reset~~
23 ~~the next season for an employee that has no additional violations in~~
24 ~~the current season.~~

25 ~~c3. Third Violation~~

~~The Employer shall assign the employee for the remainder of the current season and the next season. Violations will be reset after the employee has not had any violations for one (1) season.~~

~~c4.~~ Fourth-Third Violation Within One (1) Year

The employee shall be placed into on-call status for the remainder of the current season. An employee who loses their relief position cannot return to a relief position until the start of the third season after the fourth violation. A sustained fourth violation may be just cause for discipline up to and including termination.

5.12 Expedited Dispute Resolution Process

The parties expressly agree and understand that, for purposes of disputes concerning the administration of the Deck Dispatch Seniority Process (DDSP), the dispute resolution procedure contained herein is the sole and exclusive negotiated dispute resolution system available to represented employees.

A. In the event of such a dispute, the parties agree upon the following process:

1. Within fifteen (15) days of the alleged violation of the DDSP, the IBU will notify WSF, in writing, of the violation. The notice shall include the name of each affected employee, the date(s) and nature of the violation, the section of the DDSP believed to have been violated, and the relief requested. The notice may be delivered by mail, fax, or in person. Time periods specified herein shall run from the date of actual receipt. All notices shall be to a port captain.

2. Within five (5) working days of receipt of the notice referred to above, the port captains will schedule a meeting with an IBU representative to discuss the dispute. The meeting will be scheduled as expeditiously as possible, but in no event more than ten (10)

- 1 working days from receipt of the notice. In the alternative, WSF may
2 inform the IBU in writing that the relief requested in the notice will
3 be granted in full.
- 4 3. If a meeting is held pursuant to Subsection 2 above, it shall be
5 between a Union and a WSF representative with full authority to
6 settle the dispute. If the matter is settled at the meeting, the
7 representatives will reduce the settlement to writing and sign and
8 date the writing. No specific format or requirements are prescribed
9 and any writing mutually understood by the representatives shall be
10 deemed adequate.
- 11 4. If the representatives do not settle the matter, a second meeting shall
12 be scheduled with the independent arbitrator. The meeting shall be
13 scheduled as expeditiously as possible, but in no event more than
14 fifteen (15) days from the date of the WSF-IBU meeting, unless the
15 independent arbitrator approves scheduling at a later time.
- 16 5. At the meeting with the independent arbitrator, WSF and IBU will
17 each send one (1) representative, not a lawyer. Additional
18 individuals may attend the meeting with the prior approval of the
19 independent arbitrator. The representatives shall each have the
20 opportunity to present information concerning the dispute to the
21 independent arbitrator, orally and/or in writing. No witnesses will
22 be called. The independent arbitrator shall have sole and unfettered
23 discretion to consider any evidence that is presented by the
24 representatives, as well as to limit the length or volume of
25 information presented. The independent arbitrator shall have the
26 authority to question the representatives and ask for further
27 information, and to control the conduct of the meeting in any
28 fashion.

1 6. Within ten (10) days of the conclusion of the meeting referred to in
2 Subsection 5, above, the independent arbitrator shall inform the
3 parties in writing of their decision. The decision shall not alter or
4 amend the terms of the DDSF. The independent arbitrator shall have
5 no authority to make any ruling based upon authority outside of the
6 DDSP. Typically, the parties contemplate that the decision of the
7 independent arbitrator will consist of a statement as to whether any
8 relief is to be granted and, if so, what relief and to whom it shall be
9 granted. The independent arbitrator may also include in their
10 decision any analysis or reasoning they feel appropriate for the
11 benefit of the parties.

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/ 7/12/2024

/s/ 7/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

1 **APPENDIX A**
2 **DECK DEPARTMENT PERSONNEL**

3 **RULE 6 – TRAVEL AND MILEAGE PAY**

4 **6.01** All travel time shall be paid at the employee’s regular straight-time rate of pay.

5 **6.02** No travel time or mileage pay shall be paid to part-time or on-call employees, when
6 an on-call deck or part-time deck employee is assigned to a temporary assignment
7 and that assignment includes travel to another location which would entitle a year
8 round non-relief employee to travel time and mileage, the on-call or part-time deck
9 employee shall be entitled to such travel time and mileage.

10 On-call or part-time employees who work two (2) or more consecutive shifts on a
11 traveling watch, i.e., SSR, NSR or other watch assigned to more than one (1) route
12 or terminal, will receive the same travel time and mileage as the regular crew.

13 **6.03** Distances and travel times between terminals shall be as set forth in “[Schedule A](#)
14 and [Schedule D](#)” attached hereto and made a part hereof. Travel time to Friday
15 Harbor from Anacortes will be paid at two (2) hours thirty (30) minutes each way,
16 at one (1) hour from Orcas to Friday Harbor each way. Orcas to Anacortes will be
17 paid at one (1) hour and thirty (30) minutes each way.

18 Mileage for relief employees after completing a shift and no service on the route
19 for the remainder of the operational day is available, or there is not a vessel for fifty
20 (50) minutes, may use point to point travel per “[Schedule A](#) or [Schedule D](#)” for
21 their mileage allotment to their homeport. [When a Relief employee is required to](#)
22 [deliver a vessel from one terminal to a different terminal they will receive mileage](#)
23 [from the ending terminal back to their home terminal.](#)

24 **6.04** The mileage rate for employees who furnish their own transportation shall be that
25 allowed by the Office of Financial Management for use of private automobiles.

1 **6.05** Travel and mileage pay will not be paid to any employee who accepts an inter-
2 department ~~or intra-department~~ transfer, either to a temporary or permanent
3 position.

4 **6.06** Employees shall be paid mileage and travel time, both ways, for the distance
5 between their home terminal and the temporary relieving terminal, in accordance
6 with [Schedule A](#) or [Schedule D](#), in the following circumstances:

7 A. When vessels are temporarily assigned to repair yard or berth or to other
8 than their regular routes and the regularly assigned employees are retained
9 with the vessel.

10 B. Relief employees, after completing a shift at other than their relieving
11 terminal, may use [Schedule A](#) or [Schedule D](#), as appropriate, for their
12 mileage allotment to their home port.

13 C. When year round deck employees are working on their scheduled day(s) off
14 or relief employees or on-call employees have a minimum of eighty (80)
15 non-overtime compensated hours in the work period.

16 **6.07** Employees designated by the Employer as relief personnel shall be assigned home
17 terminals as close as possible to the employee's residence. Such employees shall
18 be paid mileage, in accordance with [Schedule A](#) for the distance between the home
19 terminal and the terminal to which assigned. When relief employees are assigned
20 to a touring watch, mileage shall only be paid as one (1) round trip.

21 **6.08** Employees shall be relieved at the same terminal where they began their duties, and
22 such terminal shall be designated by the Employer. When it becomes necessary for
23 a crew to deadhead from their original terminal to another terminal in order to begin
24 and complete their tour, they shall be paid for travel time and mileage in accordance
25 with [Schedule A](#) or [Schedule D](#).

26 **6.09** Employees assigned to more than one (1) route or terminal shall be assigned a
27 regular relieving terminal and, when working away from the regular relieving

1 terminal, will be paid mileage and travel time in accordance with [Schedule A](#) or
2 [Schedule D](#), for the distance between their home terminal and the other assigned
3 terminal.

4 **6.10** When employees are, at the Employer’s initiative, taken off their vessel or away
5 from their terminal and temporarily assigned to a vessel on a different route or to a
6 different terminal they will be paid from the point of commencement to their
7 temporarily assigned watch and back to their point of commencement.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 7/10/2024

/s/ 7/10/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX A
DECK DEPARTMENT PERSONNEL

RULE 7 – PART-TIME AND ON-CALL DECK EMPLOYEES

7.01 Part-time employees may be assigned and required to work any shifts described in the Agreement and its Appendices as well as shifts of lesser duration. An employee reporting to a shift shall be paid not less than four (4) hours straight-time pay for each shift worked.

- A. Part-time watches shall be bid as permanent jobs according to [Appendix A, Rule 1.05](#). ([Appendix A, Rule 1.04](#) excludes part-time watches from bumps in the event of shift changes.)
- B. Employees can bid into or out of full-time or part-time watches as extended temporaries per [Appendix A, Rule 1.05](#)(B).
- C. Employees on part-time watches that are interested in working extra hours on their days off shall fill out an availability sheet each season as to whether they want to be called to work extra hours on their days off.
- D. Employees on part-time watches may be called and offered extra work on their days off subject to [Appendix A, Rule 7.03](#), with the exception that in [Appendix A, Rule 7.03](#)(E), the number of refusals does not apply, and Appendix A, Rules (G)-(1), (2), & (3) do not apply. All other language in this Rule applies.
- E. After reliefs and on-calls have been offered the work and jobs remain unfilled, an employee(s) on a part-time watch who elects to be available for work on their days off will be called by dispatch and offered the additional work, per the Deck Dispatch by Seniority System (DDSS). They will be offered work by seniority at the time they are called.
- F. Part-time employees shall be offered available work prior to the assigning on-call employees.

1 **7.02** Part-time and on-call employees may be employed subject to the following
2 conditions:

3 A. The maximum number of part-time positions throughout the system to be
4 included on the supplemental lists under [Rule 19.06](#) shall be ten (10) for
5 vessel department.

6 B. All hours worked in excess of an assigned watch or eighty (80) hours in any
7 two (2) week work schedule shall be paid at the overtime rate, provided that
8 employees who are working in positions which are affected by other
9 overtime provisions in the Agreement or its Appendices shall be paid
10 overtime as provided for in such provisions.

11 C. A free day is a pre-scheduled single calendar day assigned on a seniority
12 basis. Free days will be assigned for each seasonal bidding period. It is the
13 parties' intention to maintain the current practice in this regard.

14 **7.03** **On-Call Deck Employees**

15 A. IBU on-call deck employees will be assigned two (2) consecutive free days
16 per week that will be repeated every week on the same days. Prior to the
17 start of the summer and fall seasons free days will be bid by seniority. Free
18 day choices will be:

19 (Sun/Mon) (Mon/Tues) (Tues/Wed) (Wed/Thurs) (Thurs/Fri) (Fri/Sat)

20 No more than seventeen percent (17%) of the number of on-call employees
21 shall be assigned to any consecutive free days. An employee, who chooses
22 to observe all free days for the season shall notify WSF on a form provided
23 by WSF at the beginning of the season. By exercising this option, dispatch
24 will not be required to call the employee to work on their free days.

25 B. Seniority

1 WSF will dispatch on-call employees by seniority, except in cases of
2 emergency, where year round positions must be filled in order for WSF to
3 maintain COI or contract manning requirements.

4 C. Deck Dispatch by Seniority Process

5 On-call AB and OS employees will be offered all available jobs via the
6 Version One (1) job selection process as described in [Appendix A, Rule](#)
7 [5.08\(F\)](#).

8 D. Daily Dispatch

9 All AB jobs will be offered first then all OS jobs will be offered to the on-
10 call employee. If an on-call employee accepts an OS job, but subsequently
11 becomes eligible (by seniority) for an available AB job, WSF will call the
12 employee back and offer the employee the AB job if the start times for both
13 the OS and AB jobs are more than four (4) hours away. Prior to the work
14 cycle for on-calls, dispatch will email to the employees WSF email address
15 all open relief assignments (Version One [1]), for both AB and OS/OSE
16 jobs to the on-call employees.

17 To facilitate the filling of jobs, dispatch must leave a message detailing the
18 classifications of jobs and the days or work they are calling for if the
19 employee does not answer.

20 E. Dispatcher's Inquiry

21 Before offering any job assignment, the dispatcher's first statement to an
22 employee for job assignments will be, "are you available for work today?"
23 If the employee says, "no," due to illness, they must immediately inform
24 the dispatcher that they are ill. The dispatcher will enter this information as
25 a sick day for this employee in the dispatch log.

1 If an on-call is called on their free day(s) and dispatch is in assignment mode
2 (last available by seniority), they may ask to hear all jobs available without
3 the risk of being assigned if no job is taken.

4 When dispatch is in assignment mode, before offering any job assignment,
5 the dispatcher's first statement to an employee for job assignments will be,
6 "I am in assignment mode, are you available for work today?" If the
7 employee says, "no," due to illness, they must immediately inform the
8 dispatcher that they are ill. The dispatcher will enter this information as a
9 sick day for this employee in the dispatch log.

10 F. Acceptance/Refusal of Work

11 Employees shall inform dispatch via email as to the method for dispatch to
12 contact them for work. WSF dispatch must give on-call deck employees a
13 minimum of fifteen (15) minutes to respond to a page, text, voice mail or
14 voice message left on a cell/mobile phone, or message or answering
15 machine before marking that employee as failing to respond, which shall
16 constitute a refusal of offered work, unless that employee accepts a shift
17 later that day. If the employee is working onboard a vessel, the Employer
18 will contact the vessel via radio and the captain will direct the employee to
19 contact dispatch within thirty (30) minutes. If the employee does not return
20 the phone call within thirty (30) minutes, the employee shall be considered
21 unavailable and that constitutes a refusal of offered work. This process shall
22 apply to free days; however, no refusal will be recorded on a free day.

23 1. First Call

24 If the employee does not respond within fifteen (15) to thirty (30)
25 minutes of the first call, the Employer shall move on down the list.
26 If the employee does not return the call it shall be refusal number
27 one (1).

1 2. Second and Third Calls

2 Should the on-call employees not pick up the call placed by the
3 dispatcher, a message will be left for the employee. Dispatch need
4 not observe the fifteen (15) to thirty (30) minute timeframe for the
5 remainder of the current day unless the employee is on watch. After
6 the third call there will be no further obligation to call the employee
7 that day.

8 Employees may not refuse more than two (2) times within a work cycle
9 during the summer schedule, and not refuse more than three (3) times within
10 a work cycle during the remainder of the year. No refusals will be on
11 consecutive days or in conjunction with employee’s free days, except as
12 otherwise noted in [Appendix A Rule 7.03\(G\)\(1\)](#). WSF dispatch has the right
13 to move down the seniority list to find available employees if the dispatcher
14 determines that a reasonable risk exists that a position could go unfilled.
15 When dispatch cannot fill positions by calling on-call employees and
16 making offers, they will then have the right to assign an on-call employee
17 to vacancies within their thirty-five (35) mile zone by assigning the least
18 senior employee contacted. The employee will not have the right to refuse
19 the assignment.

20 Dispatch is made on the basis of three (3) time periods with applicable rules
21 that are associated with each as per the following table:

Hours before dispatch	Dispatch and employee responsibilities
Four plus (4+) hours	When dispatch calls the employee between 7:00 am and 7:00 pm, the employee is given fifteen (15) minutes to respond. The employee is informed of all jobs available and may select their choice. Refusal to respond within fifteen (15) minutes or refusal to work is a marked refusal. Employees not granted fifteen

Hours before dispatch	Dispatch and employee responsibilities
	<p>(15) minutes might qualify for bypass. Phone logs determine the facts of bypass.</p> <p>Employees calling back after fifteen (15) minutes shall be informed of all remaining jobs. An employee taking a job this day nullifies a prior marked refusal.</p>
<p>Less than four (4) hours but greater than two (2) hours or after 7:00 pm</p>	<p>Dispatch proceeds down the seniority list calling employees and informing them of all jobs available until an employee takes the assignment. There is no marked refusal and bypass does not apply. To provide additional opportunity for dispatch to fill afternoon assignments for the following day, dispatch will be allowed to continue calling between 7:00 pm and 8:30 pm and employees have fifteen (15) minutes to respond, and bypass does not apply. After 8:30 pm only am shifts for the following day will be dispatched.</p>
<p>Less than two (2) hours or two (2) hours prior to the closing of dispatch</p>	<p>WSF dispatch has the right to move down the seniority list to find available employees if the dispatcher determines that a reasonable risk exists that a position could go unfilled. When dispatch cannot fill positions by calling on-call employees and making offers, they will then have the right to assign an on-call employee(s) to vacancies within their zone by assigning the least senior employee contacted. The</p>

Hours before dispatch	Dispatch and employee responsibilities
	employee will not have the right to refuse the assignment.

1 An employee whose shift ends between 0200 and 0700 may call dispatch
2 when starting the shift or before the dispatch office closes for next day job
3 assignments. Dispatch shall not call such employees until eight (8) hours
4 after the shift ends, unless directed otherwise by the employee.

5 G. An employee who refuses work outside a thirty-five (35) mile radius as
6 described in [Schedule A](#) of the contract from the employee's designated
7 home terminal shall not be considered unavailable. Except that an employee
8 home ported at the Clinton Terminal will not be called for any morning
9 watch commencing at Bremerton or Bainbridge. Any employee who lives
10 on the east side of Puget Sound may opt out of morning watches that
11 commence on the west side and are being dispatched after 1900 hours the
12 night before by notifying the Employer at the beginning of each work
13 period. Should the Employer be unable to staff a vacancy, they will assign
14 as according to [Rule 6](#).

15 1. Refusals shall not be made on consecutive days or allowed to be
16 combined with an employee's free days, except with the following
17 conditions: twice in a season (summer, fall, winter, and spring), an
18 on-call may elect to combine their refusals with their free days.
19 Administration of this Section is done on a periodic audit basis,
20 which would indicate the need for sanction.

21 2. Disciplinary actions associated with documented refusals: The
22 parties adopt the following sanction system regarding violations by
23 on-call employees of the working requirements of the on-call rules.
24 The following sanctions are agreed to be a just cause system without

1 need for considerations for mitigating circumstances. The sanctions
2 are implemented when the following disciplinary refusals occur.

3 3. Violation of more than the “allowable” marked refusals in a work
4 cycle results in the following sanctions:

5 a. First Violation

6 Verbal warning.

7 b. Second Violation Within Six (6) Months

8 Written warning and loss of employee’s right to refuse any
9 jobs for a period of eight (8) weeks that will cease from the
10 date of the Rule violation.

11 c. Third Violation Within Six (6) Months

12 Employee enters into a one (1) year continuation of work
13 agreement and must take the next available permanent
14 position if applicable. The continuation of work agreement
15 satisfies the suspension aspect of progressive discipline.

16 d. Fourth Violation Within One (1) Year

17 A sustained fourth violation would be just cause for
18 termination.

19 H. WSF will dispatch the on-call employees by seniority after all regular relief
20 deck employees have made their selections and/or have been assigned for
21 their seventy-six (76) to eighty (80) hours in the work period.

22 Work offered consists of a documented call from WSF dispatch. If the
23 assignment includes all or part of the employee’s free day(s), the employee
24 may either reject the assignment or may waive their free day(s) and accept
25 the assignment. If the employee rejects the assignment, WSF will not

1 penalize the employee except in the case of an emergency. If the employee
2 accepts all or part of the assignment, [Rule 10.07](#) will have no application on
3 free day(s); simply waiving free day(s) does not entitle an on-call deck
4 employee to overtime.

5 1. If an on-call deck employee rejects any assignment, or accepts only
6 a fragment of a multiple day assignment, due to a conflict with a free
7 day, WSF will be entitled to offer the rejected assignment, or the
8 unassigned fragment to another employee.

9 2. If an on-call deck employee accepts an assignment of five (5) days
10 or more in duration, that employee will assume the day(s) off of the
11 relieved employee in lieu of the relieving employee's free day(s).

12 3. If an on-call deck employee accepts any single day, touring watch,
13 or multiple day assignment (including any scheduled time off
14 occurring with a multiple day assignment of the relieved employee),
15 that begins on, ends on, or includes all or a part of a free day, that
16 employee will have waived their affected free day(s).

17 4. If an on-call deck employee is asked to take an assignment within
18 the range of two (2) days (excluding touring watches) up through
19 four (4) days in duration (including any scheduled time off occurring
20 with a multiple day assignment of the relieved employee) that begins
21 on, ends on, or includes all or a part of a free day of the relieving on-
22 call employee, the relieving on-call employee will have the
23 following options:

24 a. Accept the entire assignment;

25 b. Reject the entire assignment; or

- 1 c. Accept a fragment of that assignment that precedes the
2 relieved employee’s scheduled time off or the relieving
3 employee’s free days, whichever event occurs first.

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/ 7/12/2024

/s/ 7/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX B
TERMINAL DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal personnel only. When there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal employees.

RULE 1 – HOURS OF EMPLOYMENT, OVERTIME, AND ASSIGNMENT

1.01 Except as provided herein, the principle of the eight (8) hour day is hereby established. For all practical purposes, eight (8) consecutive hours shall constitute one (1) work day. Forty (40) hours shall constitute a work week. The following work schedules shall be observed:

- A. Five (5) consecutive, eight (8) hour days followed by two (2) consecutive days off.
- B. Four (4) consecutive, ten (10) hour days followed by three (3) consecutive days off.
- C. No work schedule shall have less than eight (8) hours off between scheduled shifts.
- D. By mutual agreement, additional work schedules with a minimum of two (2) consecutive days off and totaling forty (40) hours per week may be observed.
- E. The work week is Sunday through Saturday.

1.02 Overtime

Overtime for year round employees shall be paid whenever the employee performs work in excess of the scheduled shifts as specified above.

1 An employee who wishes to be called for overtime on their regularly scheduled
2 day(s) off will submit their name to be posted on an Overtime Availability List in
3 the terminal supervisor's office and/or break room. An employee that wishes to be
4 called for overtime on regular days off that are in conjunction with their vacation
5 will submit their request on the employee's overtime availability form. Employees
6 will be called by terminal seniority for any shift in any classification for which the
7 employee is qualified, when overtime is available, starting with the most senior
8 employee. Employees shall only be dispatched for a seller position if a working
9 fund is available from the supervisor. Prior to calling employees from the Overtime
10 Availability List, shift(s) shall be offered at the straight-time rate of pay to on-call
11 or part-time employees within the terminal group. Employees who wish to be called
12 only for work in the employee's current classification of work shall indicate such
13 on the Overtime Availability List. Once an employee has accepted an overtime
14 opportunity, their name will be checked off the Overtime Availability List and they
15 are not eligible to be offered other overtime until all other eligible employees have
16 been offered the overtime opportunity. At the beginning of each season, the
17 supervisor will begin the dispatch starting with the most senior employee on the
18 Overtime Availability List in accordance with the process set forth above.
19 Whenever an employee begins an assignment at a terminal, the Overtime
20 Availability List will be updated within three (3) days of when the bid takes effect,
21 per their terminal department seniority date, and the rotation of the Overtime
22 Availability List will continue where it left off. If the Overtime Availability List is
23 exhausted, the sister dock's overtime list will be utilized per terminal department
24 seniority. Refusing overtime at a sister dock will not result in the employee's name
25 being checked off their home terminal's overtime list. Any additional overtime
26 needs not covered by sister docks will be offered system-wide to any on-call and
27 part-time employees on straight-time, then system-wide as overtime per their
28 terminal seniority date.

29 **1.03** Part-time and on-call employees shall be allowed to work up to ten (10) consecutive
30 hours per day. Employees reporting to a shift shall be paid not less than four (4)

1 hours and hour for hour thereafter not to exceed ten (10) hours. Overtime shall be
2 paid whenever the employee works more than ten (10) hours per day or forty (40)
3 hours per one (1) week work schedule.

4 Part-time and on-call employees who have less than thirty-seven (37) hours of
5 straight-time in a work week, shall be called prior to calling the Overtime
6 Availability List.

7 **1.04 Terminal Shift Change**

8 A. In the event that forty (40) hour shifts change, all year round employees at
9 the affected terminal shall select available shifts according to seniority in
10 their classification at the affected terminal. For the purposes of this Rule, a
11 shift change means when any already established year round shift(s)
12 changes by one (1) hour or more [\(For Port Townsend and Coupeville the](#)
13 [closing shifts may be adjusted up to ninety \(90\) minutes for the Fall and](#)
14 [Spring shoulder season only\)](#) and/or the days off change, then all year round
15 forty (40) hour shifts in the affected classification will open up for selection
16 by classification seniority at that terminal. Any remaining forty (40) hour
17 shifts left over, after all year round employees in that classification at the
18 affected terminal have selected their shift(s), will be bid out system-wide
19 consistent with [Appendix B, Rule 1](#). On holidays, shifts may change up to
20 one (1) hour without constituting a shift change. Year round forty (40) hour
21 shifts will not be open for bid at schedule change unless there has been a
22 change in the shifts as provided in this Rule.

23 B. If any temporary forty (40) hour shift(s) are established for seasonal or
24 construction purposes, then the new shift will be bid out system-wide as a
25 temporary shift according to [Appendix B Rule 1.08](#). These shifts may not
26 change by one (1) hour or more mid-season [\(For Port Townsend and](#)
27 [Coupeville the closing shifts may be adjusted up to ninety \(90\) minutes for](#)
28 [the Fall and Spring shoulder season only\)](#). On holidays, shifts may change
29 up to one (1) hour without constituting a shift change. Seasonal temporary

1 shifts can be added mid-season during a monthly temporary bid posting, but
2 will last the remainder of the ~~whole~~ season, while construction temporary
3 shifts may be eliminated at any time and any employees will get a bump
4 consistent with Appendix B Rule 1.06. Any seasonal temporary shift that
5 has lasted for four (4) seasons will be bid out as a year-round position
6 consistent with Appendix B Rule 1.07 at the start of the fifth season.

7 C. Part-time shifts shall not change mid-season. On a holiday, a part-time shift
8 can be changed to meet the demand, with no loss of hours without
9 constituting a shift change.

10 **1.05 Bids**

11 Year round, temporary, part-time and on-call shifts shall be administered as
12 follows:

13 A. The summer seasonal bid posting shall open no later than ~~10~~9:00 am on the
14 first Monday of May for permanent job bidding and close seven (7) ~~fifteen~~
15 ~~(15)~~ calendar days later (2nd Monday) at ~~3~~5:00 pm. Permanent bid R results
16 will be announced no later than 5:00 pm on the following ~~Friday~~ Tuesday.
17 Temporary job bidding will begin by 10:00 am on the third Monday of May
18 and close seven (7) calendar days later (4th Monday) at 3:00 pm. Temporary
19 bid results will be announced no later than 5:00 pm on the following
20 Tuesday. Discrepancies to bid results may be challenged for three (3)
21 calendar days following each posting of bid results. Assignments shall take
22 effect with the start of the summer sailing schedule.

23 B. The fall seasonal bid posting shall open no later than ~~9~~10:00 am on the first
24 Monday of August for permanent job bidding and close ~~ten (10)~~ seven (7)
25 calendar days later (2nd Monday) at ~~5~~3:00 pm. Permanent bid r Results will
26 be announced no later than 5:00 pm on the following ~~Friday~~ Tuesday.
27 Temporary job bidding will begin by 10:00 am on the third Monday of
28 August and close (7) calendar days later (4th Monday) at 3:00 pm.

1 Temporary bid results will be announced no later than 5:00 pm on the
2 following Tuesday. Discrepancies to bid results may be challenged for three
3 (3) calendar days following each posting of bid results. Assignments shall
4 take effect with the start of the fall sailing schedule.

5 C. The winter seasonal bid posting shall open no later than 109:00 am on the
6 first Monday of November for permanent job bidding and close ~~ten~~
7 ~~(10)~~seven (7) calendar days later (2nd Monday) at 53:00 pm. Permanent bid
8 rResults will be announced no later than 5:00 pm on the following
9 ~~Friday~~Tuesday. Temporary job bidding will begin at 10:00 am on the third
10 Monday of November and close seven (7) calendar days later (4th Monday)
11 at 3:00 pm. Temporary bid results will be announced no later than 5 pm on
12 the following Tuesday. Discrepancies to bid results may be challenged for
13 three (3) calendar days following each posting of bid results. Assignments
14 shall take effect with the start of the winter sailing schedule.

15 D. The spring seasonal bid posting shall open no later than 109:00 am on the
16 first Monday of February for permanent job bidding and close ~~ten~~~~(10)~~seven
17 (7) calendar days later (2nd Monday) at 53:00 pm. Permanent bid rResults
18 will be announced no later than 5:00 pm on the following ~~Friday~~Tuesday.
19 Temporary job bidding will begin by 10:00 am on the third Monday of
20 February and close seven (7) calendar days later (4th Monday) at 3:00 pm.
21 Temporary bid results will be announced no later than 5:00 pm on the
22 following Tuesday. Discrepancies to bid results may be challenged for three
23 (3) calendar days following each posting of bid results. Assignments shall
24 take effect with the start of the spring sailing schedule.

25 E. Bids ~~must~~will be sent out to ~~known-work~~ e-mails. Bid binders at each dock
26 will be available at each terminal for each bid posting. The bid information
27 sent out for each bid must include the original Word or Excel document as
28 well as a PDF copy. Bid results will also be sent out in the same formats.:

- 1 1. The current bid packet to include the posting number, the WSF
- 2 terminal department bid sheet and instructions.
- 3 2. All the open (Permanent forty [40] hour, temporary forty [40] hour
- 4 part-time and on-call) shifts listed by classification, location and key
- 5 number for the current bid.
- 6 3. The most current seniority list.
- 7 4. The most current system-wide schedules broken down by terminal,
- 8 including all weekly dispatch hours (weekly dispatch hours for the
- 9 shoulder seasons shall also be noted in the system-wide schedules).
- 10 F. All posted shifts(s), including any additional temporary shifts that become
- 11 available during the applicable bid period, will be filled using the domino
- 12 bid process.
- 13 G. If an on-call employee fails to submit a temporary bid or does not submit
- 14 enough assignments on their temporary bid, they will be placed in whatever
- 15 open on-call shift that is still open at the end of the bid and is closest to their
- 16 current dock according to Schedule A.
- 17 H. All bid sheets must be sent to the terminal bid administrator ~~via fax or~~ as a
- 18 ~~n~~PDF or Excel attachment ~~in an~~ from a WSF -e-mail address, and must be
- 19 legible. All bid sheets must be ~~completely~~ correctly filled out. Any
- 20 incomplete or invalid bids will not be processed and no exceptions will be
- 21 made. If the employee wishes to have their bid sheet removed or revised,
- 22 they must submit the request via ~~fax or~~ e-mail to the terminal bid
- 23 administrator no later than ~~5~~3:00 pm on the closing day of the bid.

24 **1.06 Bump Bids/ Fleet Returns**

25 Bumps resulting from an elimination of year round assignment(s) (consistent with

26 Rule 19.03), construction temporary jobs being eliminated, or an employee

1 returning to the fleet either from a medical leave, special project, another bargaining
2 unit, union business or leave of absence, the following rules will be adhered to:

3 A. For bumps involving year round positions, employees that are bumped or
4 displaced will have bumping rights. All employees that have less seniority
5 than the returning, or bumped employee, must be available by 10:00 am for
6 a phone call or must submit an e-mail with their preferences to the Bid
7 Admin e-mail no later than 3:00 pm the day before the phone bump starts.
8 In the event of a reduction in force all affected employees must submit a bid
9 sheet in case they are bumped. Any employee that is bumped back to on-
10 call may choose to stay at their current terminal or the terminal closest to
11 their home.

12 1. Only the least senior seller will have bumping rights in the traffic
13 attendants classification, and only the least senior traffic attendant
14 will be assigned to the on-call list.

15 2. Year round employees that want the opportunity to remain on a
16 temporary shift must complete a terminal department bid sheet for
17 the temporary bid in addition to the permanent bump bid sheet.

18 3. Any employee transferred from another department who holds the
19 least senior traffic shift cannot be bumped.

20 4. Incomplete bid forms may result in an employee being assigned to
21 an on-call position at a terminal as close to the employees home as
22 possible.

23 B. A year round employee working a temporary shift that is bumped from their
24 temporary shift will be placed back into their year round shift.

25 C. Any on-call employee working a temporary shift that is bumped from their
26 temporary shift may choose to stay at their current terminal as an on-call or
27 go to the terminal closest to their home as an on-call.

1 D. On-Call Fleet Return

2 An on-call employee on the Fleet Return List will be allowed to take any
3 on-call assignment at any terminal of their choosing per their seniority upon
4 their return to work.

5 **1.07 Filing of Vacancies' Year Round Positions**

6 Bids will be processed in the following order at each seasonal change:

7 A. System-wide lateral transfers in the terminal department by year round
8 employees by classification seniority.

9 B. System-wide by year round terminal department employees requesting
10 promotion to a higher classification by seniority.

11 C. Inter-department transfers by year round employees from other
12 departments, provided that no part-time/on-call employee within the
13 terminal department with an earlier hire date has requested the year round
14 position.

15 D. Any on-call employee within the terminal department wishing to promote
16 themselves to a year round position, indicated on a permanent bid sheet.

17 E. Assign the most senior part-time/on-call employee within the terminal
18 department to the year round position, provided that no employee shall be
19 compelled to accept an assignment more than twenty-five (25) miles or
20 more than forty-five (45) minutes of travel time, from their home terminal.

21 F. An employee on leave may submit a permanent bid sheet if they are
22 awarded a year round assignment, and will have that assignment filled as a
23 temporary assignment until the employee returns. If the employee is listed
24 under the fleet return on the latest bid results they may still submit a
25 permanent bid. The employee will have the assignment listed as the

1 assignment they will return to. The terminal bid administer will continue
2 processing the bids until all year round assignments are filled.

3 **1.08 Filling of Temporary Terminal Positions**

4 Vacancies of More Than Thirty (30) Days

5 Except as provided for in this Rule, employees who accept a temporary intra-
6 department assignment will remain on that assignment until the temporary
7 assignment ends.

8 A. Temporary assignments, either lateral transfer or upgrade, will be filled by
9 classification seniority using the temporary bid sheet and the process
10 described in [Appendix B 1.05](#)(E), (F), (G), and (H).

11 B. Temporary assignments that become vacant outside of the seasonal bids in
12 the terminal department, will open by 109:00 am on the first Monday of the
13 month and close seven (7) ~~ten (10)~~ calendar days later (2nd Monday) at 35:00
14 pm, except in the month that the seasonal bid occurs. Results will be
15 announced no later than 5:00 pm on the following Tuesday ~~third Monday~~
16 of the month. Assignments will begin ~~the fourth~~ two Sundays after the bid
17 ~~of the month~~.

18 C. Written confirmation will be sent to employees via e-mail in the form of job
19 bid awards, and written notification will also be sent to each terminal. Due
20 to the nature of temporary positions the assignment could end at any time.

21 D. Terminal employees will be allowed to bid for all temporary IBU terminal
22 vacancies. However, no employee will be moved from their permanent
23 position to fill a temporary position unless they bid for and are actually
24 assigned a temporary position. All positions will be awarded by seniority
25 within the appropriate classification.

1 E. Temporary forty (40) hours positions that have not been filled by the bid
2 process above shall be offered via work email with the bid results to all on-
3 call employees, who will have until the end of the final Bid Discrepancy
4 window to respond via work email. Open forty (40) hour positions will be
5 awarded to the most senior ~~part-time~~/on-call employees who responded. In
6 the event that no one accepts the position(s), the position(s) shall be
7 assigned to the least senior on-call employee(s) working an on-call position
8 without the right of refusal, within twenty-five (25) miles or forty-five (45)
9 minutes of their home terminal. Assigned employees shall be paid at the
10 permanent rate of pay for the position.

11 F. Any part-time position that has not been filled by the bid process above will
12 then become weekly dispatch hours for that terminal until they can be filled
13 by the bid process or the end of the season, whichever occurs first.

14 GF. All temporary assignments end at the conclusion of a season. Upon
15 completion of temporary assignments, employees will be returned to their
16 permanent assignment or back to on-call, whichever is applicable.

17 HG. Employees absent for more than three hundred sixty-five (365) days.
18 When an employee is absent for three hundred sixty-six (366) days, the
19 Employer will bid the position as a permanent assignment. In the event the
20 employee returns, the employee will be returned to their previous
21 assignment as soon as practicable. An employee returning from an absence
22 of more than three hundred and sixty-five (365) calendar days will be
23 reinstated to their former position which includes their shift, classification,
24 and days off unless otherwise provided for by contract bidding requirements
25 which occurred during the employee's absence which would indicate and
26 qualify the employee for a different shift. The shift the year round employee
27 shall be returned to will be listed under the fleet return section of the bid
28 results.

1 **1.09** **Filling of Temporary Terminal Positions**

2 Vacancies of less than thirty (30) Days

3 Job openings of less than thirty (30) days will be filled at the affected terminal in
4 the following manner:

5 A. Weekly Assignments

6 1. Terminal supervisor(s) will fill known vacancies on a weekly basis
7 by assigning part-time employees on their ~~free-on-call~~ day(s) and
8 assigning on-call employees based on their seniority and schedule
9 of availability. The weekly schedule will be posted by 5:00 pm
10 Wednesday prior to the beginning of the following work week. The
11 schedule will be posted in a location that can be viewed by all
12 employees. This schedule and any changes will be provided to all
13 affected employees, and it will be the responsibility of each
14 employee to read and make note of their assignments.

15 At the on-call employee's request, the terminal supervisor will email
16 to the employees WSF email address the weekly work assignments
17 to the employee.

18 B. Daily Assignments

19 1. Terminal supervisor(s) will fill known vacancies on a daily basis by
20 offering part-time and on-call employees, via a phone call, shifts at
21 their home terminal, then to part-time and on-call employees at the
22 sister terminal. The vacancies shall be offered by seniority and based
23 on their schedule of availability. This schedule, with both date and
24 time stamps, will be posted in a location that can be viewed by all
25 employees. This schedule and any changes, including overtime, will
26 be provided to all affected employees, updated and posted **as**
27 **needed**. Terminal employees are responsible for checking the

1 weekly posting of the schedule at the end of their shift. ~~It will be the~~
2 ~~responsibility of each employee to read and make note of their~~
3 ~~assignments.~~

4 2. Failure of the employee to respond to a call placed by the terminal
5 supervisor within fifteen (15) minutes will allow the terminal
6 supervisor to offer the vacancy to the next senior employee in line.
7 In the event all part-time and on-call employees refuse the offer, the
8 terminal supervisor will assign the employee with the lowest
9 seniority.

10 3. The terminal supervisor will use their discretion in filling of
11 vacancies that occur outside of the scheduled supervisor hours or
12 when notified within four (4) hours prior to the start of a shift. If
13 possible, the most senior available unassigned part-time or on-call
14 employee should be notified first.

15 **1.10 Bid Eligibility for Temporary Shifts**

16 Employees on approved ~~sick~~ extended leave may submit bids for temporary shifts
17 open on the current bid, provided they have been cleared by HR to return.
18 Employees out on sick leave for their own medical reason(s) must submit from their
19 health care provider to HR by the bid closing date and time, ~~documentation stating~~
20 a completed Essential Job Function Form (EJF) to include that they are released to
21 assume duty no later than the effective start date of the shift bid on.

22 **1.11 Terminal Grouping Year Round Shifts**

23 When a terminal has eight (8) and/or ten (10) hour part-time shifts or weekly
24 dispatch hours that can be combined with one (1) other terminal's eight (8) or ten
25 (10) hour shifts or hours, within their grouping, to form a forty (40) hour shift with
26 consecutive days off, the shift will be bid out as a year round, full-time position.
27 The employee will be paid travel time and mileage.

1 **1.12** The Union shall name two (2) employees to a committee whose sole purpose will
2 be to examine terminal schedules and recommend improvements therein to the
3 Employer. The said committee will meet at least four (4) times a year prior to the
4 implementation of the year round bidding, and as needed thereafter. Union
5 members will be paid for the hours they were scheduled to work that day at their
6 regular straight-time rate of pay for the committee meetings. Committee meetings
7 will be scheduled to allow time for travel within the eight (8) hour shift. Mileage
8 will be paid as is appropriate. If management extends the committee meeting time,
9 then travel time will be paid as appropriate.

10 **1.13** The Union and Employer shall agree to ~~one (1)~~two (2) employees from the terminal
11 department whose sole purpose is to assist in the processing of the terminal seasonal
12 bids, and one (1) employee for the monthly temp bids. This employee(s) will be
13 paid lost wages for the hours they were scheduled to work that day at their regular
14 straight-time rate of pay for the day by WSF. The bid processing time will be
15 scheduled to allow for travel time within the workday. Mileage will be paid per
16 Schedule A. If bid processing time extends beyond the employee's normal
17 workday, then travel time will be paid per Appendix B, Rule 4.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 6/4/2024

/s/ 6/4/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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APPENDIX B
TERMINAL DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal personnel only. When there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal employees.

RULE 2 – WORKING CONDITIONS

2.01 Terminal employees shall be assigned for payroll purposes to one of the classifications listed in [Rule 17](#) and shall be paid at the specified rate for such classification for work performed therein and for paid time off to which they are entitled under the provisions of this Agreement. An employee working outside of regular classification on any day shall be paid for the entire shift at the rate of the highest classification to which the employee is assigned during such shift subject to the following exceptions:

- A. Regularly assigned relief personnel (covering vacations, days off, etc.) who relieve terminal employees shall be assigned to the highest classification worked and shall be paid at that rate for all work performed.
- B. An employee required to work in a higher classification ~~for the purpose of providing breaks~~ will be paid at the pay equal to the higher classification in one (1) hour increments. If more than ~~four (4) hours~~ [half of the scheduled shift](#) ~~is~~^{are} worked in the higher classification then payment will be at the higher rate for the whole shift. All regularly scheduled traffic shifts that provide seller break relief will be identified in the terminal schedules prior to bidding.
- C. ~~Employees who work in or, bid into a temporary vacancy or to a temporary position as described in Appendix B, Rule 1.08 will receive the applicable full-time classification rate of pay and benefits until the end of the assignment and their time off will be paid at that classification's rate of pay.~~

1 **2.02** In the event ticket sellers are unable to complete their daily report during their
2 regular shift, an employee will be paid at one and one-half (1½) times the
3 employee’s straight-time rate of pay. Actual time will be reported but overtime will
4 be paid in the following six (6) minute increments based on the following
5 increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-
6 four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first
7 hour for any additional time required after the shift to complete the daily report. For
8 time worked in excess of one (1) hour, overtime will be paid at one and one-half
9 (1½) the employee’s straight-time rate of pay, in one (1) hour increments. Ticket
10 sellers shall not be required to do attendant duties. Ticket sellers, who work seller
11 and attendant during their shift, shall not be required to do traffic attendant duties
12 during the time they are scheduled to sell. All selling time in one (1) day shall be
13 scheduled consecutively. Sellers assigned to less than four (4) hours of attendant
14 duties will not be required to do terminal maintenance.

15 **2.03** The procedures for administering overages and shortages in working funds will be
16 completed pursuant to OFM and the Department of Transportation (DOT)
17 procedures now or hereinafter in effect.

18 **2.04** Except in cases of emergencies, the Employer shall give two (2) weeks’ notice
19 before instituting shift changes for terminal department employees.

20 **2.05** Auto ticket sellers or auto ticket takers having completed ten (10) years of
21 continuous service with WSF shall receive the auto deck rate of pay when the seller
22 or taker’s health will not permit them to remain employed as an auto ticket seller
23 or ticket taker.

24 **2.06** A ticket seller working at all terminals without automatic toll machines shall be
25 able to transfer overages and shortages between terminals unless unusual
26 circumstances arise which will be handled through the grievance procedure.

27 **2.07** Safes with combination locks shall be provided by the Employer for each ticket
28 seller to whom ticket stock and cash working funds are issued.

1 **2.08** Only authorized accounting personnel of the Employer shall be allowed access to
2 safes assigned to individual sellers. Lock combination numbers shall not be issued
3 to any other person.

4 **2.09** The procedures for administering overages and shortages in working funds will be
5 completed pursuant to OFM and DOT procedures now or hereinafter in effect,
6 except that the Agency may count each seller's working fund along with their daily
7 receipts. The seller shall be informed of the result of any such count by the end of
8 that seller's next shift. If such a count is not made, no disciplinary action or demand
9 for payment shall be based on irregularities in the working fund which might have
10 been discovered in the omitted count.

11 **2.10** When WSF Revenue Control deems it necessary to open a safe, the appropriate
12 regional manager will email the IBU business agent ahead of time for notification
13 purposes. The seller and supervisor shall be present when an audit is made of their
14 tickets or cash. Should the seller be unavailable to witness the audit, WSF will ask
15 another terminal employee to witness. When practicable, another seller or on-call
16 terminal employee with selling experience will be used as an IBU witness. Also
17 when practicable, the counts will not occur during peak rush hour times. A copy of
18 the audit report shall remain in the safe for the seller's review. Additionally,
19 employees have been informed they are not to keep any personal items in the safe
20 when they are not in the terminal, as an audit may occur when the employee is on
21 days off.

22 ~~**2.11** Ticket takers who have acquired seniority as of July 1, 1972, shall maintain their~~
23 ~~classification and rate of pay, although assigned to terminal attendant classification~~
24 ~~duties. Furthermore, such ticket takers who have been assigned to terminal~~
25 ~~attendant duties shall not be required to take a ticket taker vacancy at any other~~
26 ~~terminal.~~

27 **2.112** Terminal employees who have completed ten (10) years of service as employees of
28 the Washington State Ferry System shall continue to receive the same rate of pay
29 when employed in lower terminal classifications if the employee becomes

1 physically unable to perform the essential functions of their position to the extent
2 the employee might otherwise lose their job.

3 **2.123** Any year round employee who has worked in a higher classification for five (5)
4 years and is demoted due to automation shall retain their previous higher
5 classification. This Rule does not apply to service reductions. In order to maintain
6 the higher rate of pay, the employee must take the next available assignment in the
7 higher classification, unless that assignment is in excess of twenty-five (25)
8 miles/~~forty-five (45) minutes~~ of the assigned terminal as according to [Schedule A](#).
9 In cases of hardship, the Union and the Employer will meet to discuss an
10 appropriate application.

11 **2.134** Employees who have [worked one \(1\) calendar year from date of hire are](#)
12 ~~successfully completed their terminal probationary period of no less than one~~
13 ~~thousand, forty (1,040) hours are~~ eligible to train other terminal employees.

14 **2.145** When an employee is directing traffic and counting passengers, only single lane
15 loading will be permitted.

16 **2.156** Employees assigned to train another employee will be paid an additional one-~~(1)~~
17 dollar [and fifty cents](#) (\$1.~~5000~~) per hour on top of the employee's normal rate of
18 pay while performing the training.

19 **2.16** ~~Short staff pay will be paid when a scheduled terminal shift (Full -Time or Part-~~
20 ~~Time or weekly dispatch) goes unfilled for either the whole or part of the shift, and~~
21 ~~the unfilled shift causes the Terminal to drop below the minimum staffing level as~~
22 ~~determined by the Employer. Short Staff pay will be paid at the straight time rate~~
23 ~~of pay of the absent employee's classification and will be split up equally between~~
24 ~~the employees performing the work of the absent employee's classification until~~
25 ~~the shift is filled.~~

TENTATIVE AGREEMENT ONLY.
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Tentative Agreement
WSF IBU 2025-2027 Negotiations
July 12, 2024
Page 5 of 5

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/ 7/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

 /s/ 7/12/2024

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX B
TERMINAL DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal personnel only. When there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal employees.

RULE 3 – TERMINAL VACATIONS

3.01 Year Round Employee Pre-Selection Process

The Employer will determine the number of vacation slots at each individual terminal to be open for vacation selection by employees assigned to that terminal in order to allow terminal employees to reasonably utilize their accrued vacation leave. Vacation selections will be done by WSF seniority (date of hire). Vacation pre-scheduling will commence on the first Monday of the fall sailing schedule for the succeeding year. If employees are not available or they choose to, they may submit vacation picks prior to the first Monday of the fall sailing schedule by preference sheet. Year round employees with one (1) to eight (8) years of employment with the Employer must select a “minimum” of eighty (80) hours for the next calendar year that will be selected on the forty (40) hour vacation calendar. All year round employees with nine (9) plus years of employment with the Employer must select a “minimum” of one hundred twenty (120) hours for the next calendar year that will be selected on the forty (40) hour vacation calendar. If the required number of vacation weeks are not selected, the employee will be assigned vacation per WSF seniority. The forty (40) hour blocks will coincide with their days off. Relief employee’s vacation days will be determined by the prior work week. If they worked eight (8) hour days they will be entitled up to nine (9) consecutive days off. If they worked ten (10) hour days they will be entitled up to ten (10) consecutive days off. Year round terminal employees will select vacation at the terminal where the employee holds a year round shift when the vacation pre-selection process begins. (Note: [Rule 18.13](#) applies to this Section). WSF shall

1 ensure employees are able to take all vacation and compensatory time they were
2 awarded during the forty (40) hour vacation calendar selection period. All forty
3 (40) hour block vacation requests must be done sixty (60) days from
4 commencement of the fall sailing schedule. Vacation will be scheduled by date of
5 hire seniority. In order to pick on the guaranteed single day three hundred sixty-
6 five (365) day calendar, a minimum of eighty/one hundred twenty (80/120) hours
7 must have been selected/assigned during rounds one (1) and/or two (2) by year
8 round employees.

9 Round one (1) selection will commence on the first Monday of the fall sailing
10 schedule. Every year round employee in each terminal will get twenty-four (24)
11 hours to make their selection. If employee's current contact information fails and/or
12 there is not a response or pick made, then the employee will be passed for selection.
13 It is the employee's responsibility to give current contact information to the
14 Employer before the vacation selection process begins. If an employee was passed,
15 they may make their selection, from what is available, when they contact the
16 terminal supervisor.

17 In round one (1), employees may select from one (1) of the following three (3)
18 options:

- 19 A. Maximum of two (2) weeks/~~eighty (80) hours, as either separate weeks or~~
20 consecutive weeks ~~that can be split~~;
- 21 B. One (1) to six (6) consecutive weeks in the off-season; or
- 22 C. One (1) to two (2) consecutive weeks in the summer season in conjunction
23 with one (1) to four (4) consecutive weeks in the off-season with no splits.

24 Round two (2) selection process will begin immediately after round one (1) ends.
25 Every year round employee in each terminal will get twenty-four (24) hours to
26 make their selection. It is the employee's responsibility to give current contact
27 information to the Employer before the selection process begins. If an employee

1 was passed they may make their selection, from what is available, when they
2 contact the terminal supervisor. In round two (2) the employee may select one (1)
3 to six (6) weeks with no restriction.

4 Guaranteed single day selection from the three hundred sixty-five (365) day
5 calendar

6 Every year round employee in each terminal will get twenty-four (24) hours to
7 make their selection. It is the employee's responsibility to give current contact
8 information to the Employer before the selection process begins. If an employee
9 was passed they may make their selections, from what is available, when they
10 contact the terminal supervisor. Year round employees wishing to select single day
11 vacations on the three hundred sixty-five (365) day calendar may do so only as
12 follows:

13 A. A maximum of three (3) days for any one (1) employee, in any one (1) work
14 week may be selected on the three hundred sixty-five (365) day calendar.

15 B. A limit of ten (10) single days may be selected on the three hundred sixty-
16 five (365) day calendar once two (2) forty (40) hour blocks have been
17 chosen on the forty (40) hour block calendar.

18 C. A limit of ten (10) additional days for a total of twenty (20) single days may
19 be selected on the three hundred sixty-five (365) day calendar once three
20 (3) or more forty (40) hour blocks have been chosen on the forty (40) hour
21 block calendar. Compensatory requests are on a first-come, first-served
22 basis.

23 D. An employee who chooses not to select a minimum of eighty (80) hours on
24 the block calendar may not select guaranteed single days on the three
25 hundred sixty-five (365) day calendar. Compensatory requests are on a first-
26 come, first-served basis.

1 All open forty (40) hour block vacations [not selected in the pre-selection process](#)
2 will be left open on a first-come, first served basis.

3 **3.02 Colman Dock Year Round Employee Pre-Selection Process**

4 Year round Colman Dock employees will select their vacations via a bid process
5 based on their WSF hire date on bid sheets provided by the Employer through the
6 terminal bid administrator. All vacation bids will be faxed or e-mailed to the
7 terminal bid administrator no later than 5:00 pm on each round's closing date. The
8 timing of the bids will be as follows:

9 A. Round one (1) bidding will commence on October 1st and bids must be
10 submitted by 5:00 pm on October 10th. The results will be posted by
11 October 12th, and any discrepancies will be handled from October 13th thru
12 October 14th. The final version will be posted on October 15th.

13 B. Round two (2) bidding will commence on October 16th and bids must be
14 submitted by 5:00 pm on October 26th. The results will be posted by
15 October 28th, and any discrepancies will be handled from October 29th thru
16 October 30th. The final version will be posted on October 31st.

17 C. Round three (3) bidding will commence on November 1st and must be
18 submitted by 5:00 pm on November 10th. The results will be posted on
19 November 12th, and any discrepancies will be handled from November
20 13th through November 14th. The final version will be posted on November
21 30th.

22 D. The guaranteed single day vacation bidding will commence on November
23 16th and must be submitted by 5:00 pm on November 26th with the results
24 posted by November 27th. Discrepancies will be handled from November
25 28th thru November 29th. The final version will be posted on November
26 30th.

1 **3.03** When a previously scheduled vacation is open and shall be filled, seniority will
2 prevail in the selection process. If no one selects the week, it will be filled on a first-
3 come first-served basis.

4 **3.04** Each terminal will provide a minimum of one (1) three hundred sixty-five (365)
5 day calendar for employees who hold a year round assignment, or on-call
6 employees holding a temporary, part-time or on-call assignment [Appendix B rule
7 3.05] at that terminal who can select single day vacations or compensatory time.
8 Only seventy (70) hours in a calendar week may be open or selected. Openings or
9 selections causing an excess of seventy (70) hours in a week will be at the discretion
10 of the terminal supervisor. However, during the week of the Thanksgiving and
11 Christmas holiday, and during the summer sailing schedule, selections causing an
12 excess of forty (40) hours in a week will be at the discretion of the terminal
13 supervisor. Single day/compensatory selections, after an initial selection by
14 ~~seniority~~ WSF date of hire will be administered on a first-come, first-served basis,
15 and a request will follow any employee if they switch terminals from the time the
16 request was submitted. ~~and t~~ The calendar shall be updated showing all changes
17 when they occur. Requests for single day vacation submitted after noon on
18 Wednesday of the prior week may be denied due to lack of coverage.

19 **3.05 On-Call and Part-Time Employee Pre-Selection Process**

20 Vacation leave for employees will be bid in the vacation prescheduling process
21 through the terminal bid administrator and the vacation slots will be determined
22 and posted system-wide rather than at the individual terminal. All part-time and on-
23 call employees with three (3) to five (5) years of employment with the Employer
24 will be required to bid and be awarded a minimum of one (1) forty (40) hour
25 vacation segment. Employees with six (6) to nine (9) years of employment with the
26 Employer will be required to bid and be awarded a minimum of two (2) forty (40)
27 hour vacation segments. Employees with ten (10) plus years of employment with
28 the Employer will be required to bid and be awarded a minimum of three (3) forty
29 (40) hour vacation segments. Employees may choose to schedule their forty (40)

1 hour vacation segments to coincide with their free days, or from Sunday to
2 Saturday, of the week selected if working an on-call position at the time of vacation.
3 On the vacation bid form, employees will have a box to check that will indicate
4 their preference. Employees need only to be awarded a minimum of one (1) forty
5 (40) hour block to be eligible to pick on the guaranteed single day
6 vacation/compensatory time calendar. (Note [Rule 18.13](#) applies to this Section.) If
7 the required number of vacation weeks are not selected, the employee will be
8 assigned vacation per seniority.

9 A. Round one (1) bidding will commence on October 1st and must be
10 submitted by 5:00 pm on October 10th. The results will be posted on
11 October 12th with discrepancies handled from October 13th through
12 October 14th. The final version will be posted on October 15th. In round
13 one (1), the employees may bid one (1) to four (4) weeks in the off-season
14 that can be split.

15 B. Round two (2) bidding will commence on October 16th and must be
16 submitted by 5:00 pm on October 26th. The results will be posted on
17 October 28th, with discrepancies handled from October 29th through
18 October 30th. The final version will be posted on October 31st. In round
19 two (2), the employee may bid for one (1) to six (6) weeks with no
20 restriction.

21 C. Employees must have been awarded one (1) forty (40) hour week on the
22 forty (40) hour vacation block calendar from either round one (1) and/or
23 round two (2) in order to select/bid on the complete three hundred sixty-five
24 (365) day calendar for guaranteed single day vacation/compensatory time
25 selection by WSF seniority (hire date).

26 1. A limit of five (5) days may be selected on the three hundred sixty-
27 five (365) day calendar once one (1) forty (40) hour block has been
28 chosen and awarded on the forty (40) hour block calendar.

1 2. An additional five (5) days for a total of ten (10) days may be
2 selected on the three hundred sixty-five (365) day calendar once two
3 (2) forty (40) hour blocks have been chosen and awarded on the
4 forty (40) hour block calendar.

5 3. Guaranteed single day vacations and compensatory time will be
6 selected/bid within the terminal calendar, on the terminal the
7 employee is assigned at the time the vacation pre-selection process
8 has started and as noted in [Appendix B, Rule 3.04](#).

9 **3.06** **Vacation Leave Deferral**

10 An employee may, for any reason, make a one (1) time only scheduled vacation
11 leave deferral consistent with [Rule 18](#).

12 **3.07** An employee working a temporary, part-time or on-call assignment in another
13 bargaining unit with the Employer will pick their vacations from the IBU vacation
14 calendar as noted in [Appendix B, Rule 3](#).

15 **3.08** Year round employees will be paid vacation, sick leave or compensatory time at
16 the same hourly rates they are scheduled to work on their seasonal assignment.

17 TS (705) = Ticket Seller

18 TT(720) = Ticket Taker

19 TA(730) = Traffic Attendant

20 **Example #1:**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8	8	8	8	8	Off	Off
TT/(720)	TT/(720)	TT/(720)	TA/(730)	TA/(730)		

1 Time off would be paid twenty-four (24) hours at pay code (720) and sixteen (16)
2 hours at pay code (730) if absent for the entire week, or paid the pay code of what
3 would be worked on the day off.

4 **Example #2:**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
10	10	10	10	Off	Off	Off
2 TS/(705)	2 TS/(705)	2 TS/(705)	2 TS/(705)			
8 TA/(730)	8 TA/(730)	8 TA/(730)	8 TA/(730)			

5 Time off would be paid each day at two (2) hours at pay code (705) and eight (8)
6 hours at pay code (730).

7 The Employer may make reasonable adjustments necessary to effectively
8 administer the intent of this provision.

9 **3.09** Part-time and on-call employees will be paid for any vacation, sick leave or
10 compensatory time at the pay code for which they were scheduled to work.

11 **3.10** On-call vacation pay shall be computed on the basis of the straight-time rate in
12 effect at the time the vacation is taken.

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Tentative Agreement
WSF IBU 2025-2027 Negotiations
July 8, 2024
Page 9 of 9

For the Employer

For the Union

/s/ 7/8/2024

/s/ 7/8/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
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APPENDIX B
TERMINAL DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal personnel only. When there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal employees.

RULE 4 – TRAVEL AND MILEAGE PAY

- 4.01** All travel time shall be paid at the employee’s regular straight-time rate of pay.
- 4.02** Part-time and on-call employees will be assigned a home terminal; when working multiple terminal groupings, one (1) terminal will be assigned as the home terminal. Travel time pay shall be paid to part-time or on-call employees; mileage will be paid in accordance with [Appendix B Rule 4.04](#) when working a terminal not assigned as their home terminal. Year round and seasonal relief employees will be assigned a home terminal. When working multiple terminal groupings, one (1) terminal within that grouping will be assigned as the home terminal. When the year round or seasonal relief is required to work away from their home terminal, they will be paid travel time and mileage as outlined in [Schedule A](#), which is attached hereto and made a part hereof.
- 4.03** 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.
- 4.04** Employees ~~who are not relief employees~~ shall be paid mileage and travel time, both ways, for the distance between their regular relieving terminal or the terminal nearest their home, and the temporary relieving terminal whichever is less, in accordance with [Schedule A](#), when employees are, at the Employer’s initiative, taken away from their terminal and temporarily assigned to a different terminal.

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1 **4.05** Employees shall be relieved at the same terminal where they began their duties and
2 such terminal shall be designated by the Employer. When it becomes necessary for
3 a terminal relief to travel from their original terminal to another terminal in order
4 to begin or complete their shift, they shall be paid for travel time and mileage in
5 accordance with [Schedule A](#) or [Schedule D](#).

6 **4.06** If a WSF route shuts down during the scheduled work day, or the last scheduled
7 sailing is canceled, and the employee has no choice but to drive around to get to
8 and from work, mileage will be paid in accordance with schedule D from their home
9 terminal to the terminal opposite of their home terminal.

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/ 5/21/2024

/s/ 5/21/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX B
TERMINAL DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal personnel only. When there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal employees.

RULE 5 – TERMINAL RELIEF EMPLOYEES

5.01 The Employer shall designate the number of terminal reliefs for each terminal group. The Employer and the Union shall discuss a reduction of full-time reliefs if the number designated by the Employer is less than fifteen (15). Relief employees are required to maintain expertise and knowledge for all terminals they are assigned to, per the lists below, including, but not limited to:

- A. Familiarization with each terminal’s operation including all bridges and overheads.
- B. Knowledge of alternative security plans as well as each terminal’s emergency action plan and equipment, and the ability to work with an unfamiliar co-worker(s) during emergent situations.

All reliefs will be assigned a terminal group with a home terminal from one (1) of the following groups:

Group 1

- Anacortes
- Coupeville
- Clinton

1 **Group 2**

2 Mukilteo

3 Edmonds

4 Colman Dock

5 **Group 3**

6 Port Townsend

7 Kingston

8 Bainbridge

9 **Group 4**

10 Bremerton

11 Southworth

12 Fauntleroy

13 Vashon

14 Point Defiance

15 **5.02 Job Selection for Reliefs**

16 Relief employees will bid a home terminal, for purposes of vacation, compensatory
17 leave, sick leave, PFMLA/FMLA scheduling, and any necessary employee
18 training. When working relief, one (1) terminal will be assigned as the home
19 terminal. Travel time and mileage shall be paid when working a terminal not
20 assigned as their home terminal.

21 Reliefs will select their shifts by their seniority and must select five (5) eight (8)
22 hour or four (4) ten (10) hour shifts. By Tuesday at noon, prior to the Wednesday

1 posting, relief employees shall contact their home terminal supervisor to select from
2 all home terminal shifts. If they fail to call and select shifts, they will be assigned.
3 Terminals with more than one (1) relief employee will assign each relief a time to
4 call on Tuesday. Relief employees must select forty (40) hours a week. Should forty
5 (40) hours not be available at the home terminal, the employee shall select hours
6 within their terminal grouping.

7 A. If any sister terminal work is available, it will be offered to reliefs prior to
8 on-calls.

9 B. Relief employees at the designated terminals below are allowed to pick off
10 the year round vacation and the guaranteed single day vacation calendars
11 even if there is work at their home terminal:

12 Coupeville/Clinton

13 Kingston/Port Townsend

14 Point Defiance/Vashon

15 **5.03 Seasonal Relief Traffic Positions**

16 Each season, the Employer may elect to add relief traffic personnel to specific
17 terminals. These positions are temporary and will be expected to last through an
18 entire seasonal period. An employee working as a seasonal traffic relief will be
19 guaranteed forty (40) hours per week. They may be upgraded or promoted, as
20 needed, to fill vacancies and traffic volume needs and will be paid in the same
21 manner as defined in [Appendix B Rule 2.01\(B\)](#).

22 Seasonal traffic relief positions are considered to be temporary traffic attendant
23 positions and will not accrue seller seniority.

24 All positions described above will be filled in accordance with [Appendix B Rule](#)
25 [1.08\(A\)](#).

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 - CCL
WSF IBU 2025-2027 Negotiations
July 8, 2024
Page 4 of 4

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 7/8/2024

/s/ 7/8/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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APPENDIX B
TERMINAL DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal personnel only. When there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal employees.

RULE 6 – TERMINAL PART-TIME EMPLOYEES

6.01 Part-time employees may be assigned and required to work any shifts described in the Agreement and its Appendices as well as shifts of lesser duration. Part-time employees will not be used to reduce the number of full-time employees in the terminal department. An employee reporting to a shift shall be paid not less than four (4) hours straight-time pay for each shift worked.

6.02 Part-time employees may be employed subject to the following conditions:

- A. No employees employed by the Employer on March 31, 1980, shall be laid off as a consequence of adoption of part-time shifts or the employment of part-time employees, nor shall they be required to work part-time shifts. Part-time shifts are scheduled shifts of less than forty (40) hours per week, and shall not exceed thirty-five (35) shifts in the terminal department.
- B. All hours worked in excess of ten (10) hours in any day, or forty (40) hours in any one (1) work week schedule shall be paid at the overtime rate, provided that employees who are working in positions which are affected by other overtime provisions in the Agreement or its Appendices shall be paid overtime as provided for in such provisions.
- C. Annual leave consistent with [Rule 18.12](#).
- D. Part-time terminal department employee’s job assignment procedures shall be as follows:

- 1 1. Prior to the major schedule changes the Employer will post the new
2 system-wide terminal work schedules at each terminal. The
3 schedules will reflect system-wide, part-time shifts. Not more than
4 four (4) such postings will be required annually.

- 5 2. Part-time shifts shall be bid as temporary jobs according to
6 [Appendix B, Rule 1.08](#).

- 7 3. Part-time shifts are non-upgradeable on their scheduled working
8 days.

- 9 4. Part-time shifts will have two (2) consecutive free days each week.

- 10 5. Part-time employees shall fill out in writing, the “Schedule of
11 Availability Letter” indicating if they want to waive their free days
12 and be upgraded by hours or classification. [The first week of any](#)
13 [seasonal change, the “Schedule of Availability Letter” from the](#)
14 [previous season will apply.](#)

- 15 a. Part-time employees’ free days will be treated if waived, as
16 an on-call and will follow the rules in [Appendix B, Rule 7](#).
17 This part of the “Schedule of Availability Letter” can be
18 updated on the first day of the month. From October until
19 May, an employee shall have the opportunity to change from
20 “not being available” to “available” on their free days that
21 month. From June until September they will be locked in and
22 may only change their option of taking their free days once
23 per season, or if they start a new assignment.

- 24 b. If a part-time shift has a scheduled on-call day(s), or an
25 employee chooses to waive their days off, they will fill out
26 the “Schedule of Availability” to indicate if they want to be
27 upgraded by hours or classification (defined in [Appendix B](#),

1 [Rule 7.02](#)[C][5]). This part of the “Schedule of Availability”
2 can be updated once every sailing season or the start of a new
3 assignment.

4 6. Part-time shifts will not have any additional hours pre-scheduled to
5 them. In emergency situations, part-time employees may get early
6 call-out or may be held over, but this should not be on a regular basis
7 and only if the employee agrees to the early-call out or being held
8 over.

9 7. If a part-time shift has any on-call day(s), the employee will be able
10 to work any shift if called or scheduled to work. These days will
11 follow the same rules set forth in [Appendix B, Rule 7](#).

12 8. Before a part-time employee can work a shift on their own, they
13 must have completed all required break-in training for that terminal
14 in each position they would be expected to work (i.e., tollbooths,
15 overheads, traffic, monitors, etc.).

16 E. Part-time shifts shall be limited to one (1) of the single terminals or one (1)
17 of the terminal groups listed herein:

18 1. Southworth/Vashon/Point Defiance/Fauntleroy/Bremerton

19 2. Kingston/Port Townsend/Bainbridge

20 3. Coupeville/Clinton/Anacortes

21 4. Mukilteo/Edmonds/Colman

22 All part-time employees will be subject to the following rules related to terminal
23 groupings:

24 A. Employees will bid and/or be assigned a home terminal based on the key
25 number in the system-wide schedules.

1 B. Employees will be paid travel time and mileage when working away from
2 their home terminal.

3 C. When working at a sister terminal, the part-time employee’s seniority does
4 not supersede the seniority of the employees assigned to the sister terminal.

5 Terminal groups shall be subject to change after notice to, and consultation with,
6 the Union. Part-time shifts shall be assigned at no more than two (2) terminals. Part-
7 time employees may work additional unscheduled hours arising at the assigned
8 single terminal or within an assigned terminal group as set forth herein above.

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/ 6/4/2024

/s/ 6/4/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX B
TERMINAL DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal personnel only. When there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal employees.

RULE 7 TERMINAL ON-CALL EMPLOYEES

7.01 On-call employees may be assigned and required to work any shifts described in the Agreement and its Appendices as well as shifts of lesser duration. An employee reporting to a shift shall be paid not less than four (4) hours straight-time pay for each shift worked.

7.02 On-call employees may be employed subject to the following conditions:

- A. All hours worked in excess of ten (10) hours in any day, or forty (40) hours in any one (1) work week schedule, shall be paid at the overtime rate, provided that employees who are working in positions which are affected by other overtime provisions in the Agreement or its Appendices shall be paid overtime as provided for in such provisions.
 - 1. On-call employees shall have eight (8) hours off between shifts.
 - 2. Based on seniority, on-call employees shall be assigned the greatest number of hours available, or classification based on the “Schedule of Availability Letter.”
- B. Annual Leave consistent with [Rule 18.12](#).
- C. On-call terminal department employee’s job assignment procedures shall be as follows:
 - 1. Prior to the major schedule changes, the Employer will post the new system-wide terminal work schedules at each terminal. The

1 schedules will reflect system-wide on-call assignments. Not more
2 than four (4) such postings will be required annually.

3 2. On-call employees will select two (2) consecutive free days per
4 week that will be repeated every week on the same days. These free
5 days will be selected by seniority once the employee arrives at their
6 home terminal (this does not include the first week of the seasonal
7 bid) for that season. An employee that chooses to observe all free
8 days for the season shall notify the terminal supervisor in writing on
9 the “Schedule of Availability Letter.” By exercising this option, the
10 terminal supervisor will not call the employee to work on their free
11 days. This will include all break-in training. On the first day of the
12 month, from October until May, an employee shall have one (1)
13 opportunity per month, to change from “not being available” to
14 “available” on their free days that month. From June until
15 September they will be locked in and may only change their option
16 of taking their free days once per season, or if they start a new
17 assignment. Only on the weeks of New Years, 4th of July,
18 Thanksgiving and Christmas, pre-scheduled free days for all on-call
19 will be adjusted so they are available on the holidays.

20 3. Within three (3) calendar days after each schedule change, on-call
21 employees shall enter their assignment choices on the “Schedule of
22 Availability Letter” and give the completed letter to their respective
23 terminal supervisor.

24 4. The “Schedule of Availability Letter” must indicate if they want to
25 waive their free days and be upgraded by hours or classification. An
26 employee can update their “Schedule of Availability Letter” for
27 their choice of upgrades once (1) every sailing schedule or following
28 the start of a new assignment.

1 5. Upgrades will be granted according to seniority and the “Schedule
2 of Availability Letter” as follows:

3 a. Hour Upgrades

4 The on-call employee will be given the option to upgrade to
5 any shift with more hours than what they were assigned on
6 the weekly schedule, provided it does not result in overtime.
7 If a shift comes up with the same number of hours, but in a
8 higher classification, the upgrade will not be offered.

9 b. Classification Upgrades

10 The on-call employee will be given the option to upgraded
11 to any shift in a higher classification with higher pay rates
12 (i.e. traffic to taker, traffic to seller, and taker to seller.
13 Directors booth [Tag Shack] does not get upgraded) which
14 could result in fewer hours worked than the shift they were
15 assigned on the weekly schedule. If a shift comes up in that
16 classification, but has more hours, the upgrade will not be
17 offered.

18 6. If passing on a shift or upgraded shift, the employee will not be
19 offered another shift or upgrade until all on-calls have been offered
20 a shift for that day. In the event all on-calls at the home terminal pass
21 on a shift, the terminal supervisor will assign on-calls at the home
22 terminal in reverse seniority, without the right of refusal.

23 7. Before an on-call employee can work a shift on their own, they must
24 have completed all Employer required break-in familiarization for
25 that defined position at the specific terminal.

26 D. On-call assignments shall be limited to one (1) of the single terminals or
27 one (1) of the terminal groups listed herein:

- 1 1. Southworth/Vashon/Point Defiance/Fauntleroy/Bremerton
- 2 2. Kingston/Port Townsend/Bainbridge
- 3 3. Coupeville/Clinton/Anacortes
- 4 4. Mukilteo/Edmonds/Colman

5 All on-call employees will be subject to the following rules related to
6 terminal groupings:

- 7 1. Employees will bid and/or be assigned a home terminal based on the
8 key number from the system-wide schedules.
- 9 2. Employees will be paid travel time and mileage when working away
10 from their home terminal.
- 11 3. All work will be assigned by seniority at their home terminal first;
12 then, employees will be assigned within their terminal grouping by
13 seniority. When working at a sister terminal, the /on-call employee's
14 seniority does not supersede the seniority of the employees assigned
15 to the sister terminal.

16 Terminal groups shall be subject to change after notice to, and consultation
17 with, the Union.

18 **7.03 Acceptance and Refusal of Work**

19 A. Employees shall inform the terminal supervisor as to the method for
20 contacting them for work. Terminal supervisors must give an on-call
21 employee a minimum of fifteen (15) minutes to respond to a page, text,
22 voicemail, or voice message left on a cell/mobile phone, or message left on
23 an answering machine. If the employee fails to respond within two (2)
24 hours, this shall constitute a refusal of offered work. The refusal of work
25 will not apply to calls for upgrading shifts.

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1. First Call
If the employee fails to respond within fifteen (15) minutes of the first call, the terminal supervisor shall move on down the list. If the employee does not return the call, it shall be refusal number one (1).

2. Second and Third Calls
Should the on-call employee not pick up the call placed by the terminal supervisor, a message will be left for the employee. The terminal supervisor does not need to observe the fifteen (15) minute timeframe for the remainder of the current day. After the third call there will be no further obligation to call the employee that day.

- B. Employees may not refuse more than ~~two~~ one (1) times within a week (Sunday through Saturday) ~~during the spring and summer sailing seasons, and no more than three (3) times within a week (Sunday through Saturday) during the fall and winter sailing seasons.~~ No refusals will be on consecutive days or in conjunction with the employee's free days. Terminal supervisors have the right to move down the seniority list to find an available employee if there is less than four (4) hours to fill a shift.
 1. Refusals shall not be made on consecutive days or allowed to be combined with an employee's free days, except with the following conditions: Three (3) times in the fall and winter sailing seasons, and two (2) times in the spring and summer seasons, an on-call may elect to combine their refusals with their free days. Administration of this Section is done on a periodic audit basis, which would indicate the need for sanction.

 2. Disciplinary actions associated with documented refusals: The parties adopt the following sanction system regarding violations by on-call employees of the working requirements of the on-call rules.

- 1 The following sanctions are agreed to be a just cause system without
2 need for consideration for mitigating circumstances. Violation of
3 more than the “allowable” marked refusals in a work week will
4 result in the following sanctions:
- 5 a. First violation = verbal warning.
- 6 b. Second violation within six (6) months = written warning.
- 7 c. Third violation within six (6) months = loss of employee’s
8 right to refuse any jobs for a period of eight (8) weeks that
9 will cease from the date of the Rule violation.
- 10 d. Fourth violation within six (6) months = employee enters
11 into a one (1) year continuation of work 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/ 7/8/2024

 /s/ 7/8/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX B
TERMINAL DEPARTMENT

3 The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the terminal
4 personnel only. When there are conflicting Rules resulting from the general contract or
5 Appendix B, the Rules in this Appendix shall be the applicable Rule governing terminal
6 employees.

7

RULE 8 – TERMINAL LEAD POSITION

8 If a supervisor chooses to appoint a terminal employee to interface with the Operations
9 Center and to perform other special, assigned, non-supervisory duties in the supervisor’s
10 absence, that employee shall be paid the same percent premium that an AB-Bos’n is paid
11 over the AB rate.

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/ 7/12/2024

/s/ 7/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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APPENDIX C
INFORMATION DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the information personnel only.

RULE 1 – HOURS OF EMPLOYMENT, OVERTIME, AND ASSIGNMENT

1.01 The principle of the eight (8) hour day is hereby established. For all practical purposes, ten (10) consecutive hours shall constitute one (1) work day. Forty (40) hours shall constitute a work week, and eighty (80) hours shall constitute a two (2) week work schedule. The following work schedules shall be observed:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- C. No work schedule shall have less than eight (8) hours off between scheduled shifts unless otherwise noted in [Rule 1.06\(B\)\(2\)\(a\)](#).
- D. On outreach days, shifts and hours will be offered by seniority. Actual hours worked, not to exceed ten (10) hours, will be paid to employees.

1.02 Overtime for year round employees shall be paid whenever the employee performs work in excess of the scheduled shifts as specified above.

An employee who wishes to be called for overtime on their regularly scheduled day off will submit their name to their supervisor to be placed on an overtime availability list. Employees will be called by seniority when overtime is available starting with the most senior employee. Once an employee has been dispatched for an overtime opportunity, their name will be checked off for that pay period. At the beginning of each pay period, the supervisor will begin the dispatch starting with the most senior employee on the overtime availability list in accordance with the process set forth above.

1 **1.03** Part-time and on-call employees shall be allowed to work ten (10) consecutive
2 hours per day. Employees reporting to a shift shall be paid not less than four (4)
3 hours and hour-for-hour thereafter not to exceed ten (10) hours. Overtime shall be
4 paid whenever the employee works more than ten (10) hours per day or forty (40)
5 hours per work week.

6 **1.04** **Shift Change**

7 In the event that full-time, year round shifts change or new full-time year round
8 shifts are established for seasonal purposes, full-time, year round employees shall
9 choose shifts according to seniority in their classification. For the purposes of this
10 Rule, a shift change means when any shift changes by more than one (1) hour and/or
11 the days off change, then all shifts will open up for bid in the information
12 department.

13 **1.05** **Filling of Vacancies Year Round Positions**

14 The Employer will post year round vacancies within ten (10) days of the opening,
15 for a period of ten (10) days, identifying them by classification. The vacancy will
16 be filled within ten (10) days after closing, unless the employee agrees to extend
17 the number of days before taking the assignment. With this posting period, all
18 interested employees must submit their request, in writing, with the
19 vacancy/vacancies, and all subsequently created vacancies, being filled from these
20 requests, and any requests on file, in the following order:

21 A. System-wide lateral transfers in the information department by
22 classification seniority.

23 B. System-wide by year round information department employees requesting
24 promotion to a higher classification by seniority.

25 C. Inter-department transfers by year round employees from other
26 departments, provided that no part-time/on-call employee within the

1 information department with an earlier hire date has requested the year
2 round position.

3 D. Assign the most senior part-time/on-call employee within the information
4 department to the year round position.

5 **1.06 Filling of Temporary Positions**

6 A. Thirty (30) days or more: Temporary positions of thirty (30) days or more
7 will be offered to part-time/on-call employees, by seniority. These
8 temporary positions are filled for the whole term.

9 B. Temporary positions: Less than thirty (30) days – Job openings of thirty
10 (30) days or less will be filled in the following manner:

11 1. Weekly Assignments

12 a. Part-time/on-call employees will be offered schedules for
13 known vacancies on a weekly basis based on their seniority
14 and availability. The schedule will be posted in a location
15 that can be viewed by all employees. This schedule and any
16 changes will be provided for all affected employees and it
17 will be the responsibility of each employee to read and make
18 note of their assignments.

19 2. Daily Assignments

20 a. Daily vacancies will be offered to part-time and on-call
21 employees, by seniority, when the number of hours of the
22 vacancy is greater than their daily hours and will be
23 restricted to one (1) reassignment per day. In the event all
24 part-time and on-call employees refuse the offer, the
25 employee with the least date of hire will be assigned the
26 shift. Failure of the employee to respond to a call within

1 fifteen (15) minutes will allow the shift to go to the next
2 senior employee in line.

3 3. Acceptance/Refusal of Work

4 a. Employees shall inform the Employer via email as to the
5 method for the Employer to contact them for work. The
6 Employer must give on-call information employees a
7 minimum of fifteen (15) minutes to respond to a text, voice
8 mail or voice message left on a message or answering
9 machine before marking that employee as failing to respond,
10 which shall constitute a refusal of offered work, unless that
11 employee accepts work later that day.

12 b. First Call

13 If the employee does not respond within fifteen (15) minutes
14 of the first call, the Employer shall move on down the list. If
15 the employee does not return the call it shall be refusal
16 number one (1).

17 c. Second and/or Additional Calls

18 Should the on-call employees not pick up the call placed by
19 the Employer, a message will be left for the employee. The
20 Employer need not observe the fifteen (15) minute
21 timeframe for the remainder of the current day.

22 d. Employees may not refuse more than two (2) times within a
23 work week and no refusals will be on consecutive days. The
24 Employer has the right to move down the seniority list to
25 find available employees. When the Employer cannot fill
26 positions by calling on-call employees and making offers,
27 they will then have the right to assign an on-call employee

1 to a vacancy. The employee will not have the right to refuse
2 the assignment.

3 e. When the Employer calls the employee between 7:00 am and
4 7:00 pm the employee is given fifteen (15) minutes to
5 respond. The employee is informed of all jobs available and
6 may select their choice. Employees not granted fifteen (15)
7 minutes might qualify for bypass. Phone logs determine the
8 facts of bypass.

9 When the Employer has an information department open
10 shift to fill for a morning job (any job before noon [1200
11 hours] and the Employer is calling after 7:00 pm, the
12 Employer will proceed down the list in order of seniority and
13 will not have to wait the fifteen (15) minutes for a response
14 before moving to the next available employee.

15 **1.07 Scheduling of Vacations**

16 All vacation requests must be submitted six (6) weeks prior to the requested time
17 off. Holiday time off will be scheduled by seniority in the department and “first
18 come, first-served” for other vacations. No more than two (2) vacations may be
19 scheduled at any one (1) time, with the exception of holidays, when the Employer
20 may schedule up to three (3) vacations.

21 A. Variance

22 Employees may submit a vacation request with less than six (6) weeks’
23 notice two (2) times during the summer schedule and three (3) times during
24 spring and fall schedules. All such requests may be granted at the
25 Employer’s discretion based on business necessity.

26 B. All schedules will be prepared and released no less than six (6) weeks in
27 advance. If the schedule is not received six (6) weeks in advance, employees

1 will have one (1) week following the release of the schedule to submit a
2 vacation request for dates during the first six (6) weeks of the schedule and
3 have the request deemed timely (and not in variance) even if less than six
4 (6) weeks' notice is given by the employee.

5 C. Nothing in this Rule shall be deemed to limit the authority of the department
6 manager or their designee to authorize time off under unusual
7 circumstances, even where the request for time off does not fall within the
8 criteria set forth above.

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/ 7/24/2024

/s/ 7/24/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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APPENDIX C
INFORMATION DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the information personnel only.

RULE 2 – WORKING CONDITIONS

2.01 Information department employees shall be assigned for payroll purposes to one (1) of the classifications listed in [Rule 17](#) and shall be paid at the specified rate for such classification for work performed therein. Employees required to work in a higher classification will be paid at that rate of pay for the period equal to the time in which the employee worked in the higher classification. If more than four (4) hours is worked in a higher classification, payment for the entire shift will be at the higher rate of pay.

A. Personnel covering vacations, days off, etc., who relieve customer service agents shall be assigned to the highest classification worked and shall be paid at that rate for all work performed.

2.02 Except in cases of emergencies, the Employer shall post the shift bid no less than six (6) weeks’ notice in advance of the start date. Information/web agents will have one (1) week to fill out and return their choices to the Employer. Any agent that does not submit their bid by the due date will be skipped.

2.03 As an employee safety issue, the Employer will offer parking privileges within the 2901 building to employees in the information department who work before 5:00 am or after 9:00 pm in that building. Employees shall abide by the WSF Parking Policy, which requires an employee to obtain a parking permit in order to park in WSF parking areas. Employees may apply for carpool parking.

TENTATIVE AGREEMENT REACHED

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

TENTATIVE AGREEMENT ONLY.
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Tentative Agreement - CCL
WSF IBU 2025-2027 Negotiations
July 12, 2024
Page 2 of 2

For the Employer

For the Union

/s/ 7/12/2024

/s/ 7/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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APPENDIX C
INFORMATION DEPARTMENT

The following Rules are in addition to [Rule 1](#) through [Rule 37](#) and apply to the information personnel only.

RULE 3 – TRAVEL AND MILEAGE PAY

- 3.01** All travel time shall be paid at the employee’s regular straight-time rate of pay.
- 3.02** No travel time or mileage pay shall be paid to part-time or on-call employees, except that when an on-call or part-time information department employee is assigned to a temporary assignment and that assignment includes travel to another location which is away from their normal work station in the information department or regular work station.
- 3.03** Distances and travel times between terminals shall be as set forth in “[Schedule A](#),” attached hereto and made a part hereof.
- 3.04** The mileage rate for employees who furnish their own transportation shall be that allowed by the Office of Financial Management for use of private automobiles.
- 3.05** 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.
- 3.06** Employees shall be paid mileage and travel time, both ways, for the distance between regular work station and the temporary workstation, whichever is less, in accordance with [Schedule A](#).
- 3.07** If the Employer requires an employee to use a private car for travel between terminals, travel pay, if any, and mileage, will be paid in accordance with [Schedule A](#).

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APPENDIX D
HIRING PROCEDURES

RULE 1 – GENERAL

1.01 In hiring employees for work in classifications covered by this Agreement, the provisions of this Appendix shall apply.

~~The Union may refer applicants to the WSDOT website for hiring purposes. On a monthly basis from September to February and as need thereafter, the Union will provide to Washington State Ferries (WSF) a list of potential applicants who will be considered for employment by WSF. If the Union fails to provide the applicant list in a timely manner, or if the list is exhausted, the Employer shall obtain applicants from any source.~~

~~The parties acknowledge and adopt the principle of affirmative action in hiring, as set forth in the adopted and approved affirmative action plan for the Washington State Department of Transportation as applied to the Washington State Ferry System.~~

It is understood that an applicant must be qualified to perform the essential duties of the position applied for, with or without accommodation, or they will not be hired.

~~**1.02** The WSF will notify the Union of applicants who are hired and their seniority date.~~
The Employer will furnish to the Union an updated seniority list after each new orientation.

1.03 For informational purposes, the WSF will provide the Union the method used by the Employer to place a new hire on the seniority list.

1.04 The Union may continue its participation in the orientation program as previously agreed.

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Tentative Agreement
WSF IBU 2025-2027 Negotiations

4.22.24

Page 2 of 2

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

 /s/ 4/22/2024

 /s/ 4/22/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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ADDENDUM D

LABOR-MANAGEMENT AGREEMENT
BETWEEN
WASHINGTON STATE FERRIES SYSTEM
AND
INLANDBOATMEN’S UNION OF THE PACIFIC,
(MARINE DIVISION OF THE INTERNATIONAL LONGSHORE
AND WAREHOUSE UNION)

[RCW 49.12.187](#), as amended by SSB 6054, Laws of 2003 c. 401, sec. 3, provides that the Employer and exclusive bargaining representative may agree to vary and supersede the meal and rest period regulations and policies adopted by the Department of Labor and Industries in [WAC 296-126-092](#) and administrative guidelines under the Industrial Welfare Act. Pursuant to SSB 6054, this labor-management agreement reaffirms the parties’ prior agreement to vary from and supersede the requirements of [WAC 296-126-092](#). In exchange for the ability to work a straight shift, the IBU and WSF have agreed to a paid meal period and rest periods that vary from and supersede the meal and rest periods required by [WAC 296-126-092](#). These agreed to meal and rest periods do not require a relief from duty and may occur intermittently. This Agreement does not circumvent nor contradict any provision of the Collective Bargaining Agreement.

Terminal employees at the docks and information employees at WSF, who work eight (8) hour shifts, shall be allowed (during their eight [8] hour day) a one half-hour (thirty [30] minute) meal break. Employees recognize that they must be flexible when taking meal breaks and might be subject to return to duty during emergencies or other unforeseen circumstances including late arriving and late departing boats. Employees, with management acknowledgement, would also have the flexibility to move their half-hour (thirty [30] minute) lunch break if it fell during a time of backed-up traffic needing coordination to assure the vessels would run on schedule. These same employees shall also be given two (2) fifteen (15) minute breaks during the eight (8) hour day. These breaks would be flexible.

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Tentative Agreement - CCL
WSF IBU 2025-2027 Negotiations
July 8, 2024
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1 Employees who work a ten (10) hour day shall be given one (1) thirty (30) minute meal
2 break, two (2) fifteen (15) minute breaks and one (1) ten (10) minute break. Employees
3 working more than four (4) hours but less than five (5) hours shall receive one (1) rest
4 period of fifteen (15) minutes, but not a meal period.

5 This provision is effective upon the Governor’s signing of SSB 6054.

6

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/ 7/8/2024

/s/ 7/8/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Christopher Simmons, PSR Regional Director
Inlandboatmen’s Union of the Pacific

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ADDENDUM E

2

MEMORANDUM OF UNDERSTANDING

3

REGARDING REIMBURSEMENT OF

4

TACOMA NARROWS BRIDGE TOLL

5

~~The Washington State Ferries (WSF), the Inlandboatmen's Union of the Pacific, Puget Sound Region (IBU) and the international Organization of Masters, Mates and Pilots (MM&P) enter into the following interim Memorandum of Understanding addressing the tolls on the Tacoma Narrows Bridge for those employees affected by implementation of the crew schedule port change from Seattle to Bremerton.~~

10

~~1. WSF will reimburse the toll on the Tacoma Narrows Bridge to only those employees that are permanently assigned to the Bremerton/Seattle route due to an inability to bid elsewhere and are required to drive from the Kitsap Peninsula through Tacoma at the end of their watch at the end of the service day.~~

14

~~2. WSF will only reimburse for those days reflected on the watch schedule and the employee actually traveled for work.~~

16

~~3. The reimbursement will not be given to relief or on-call employees.~~

17

~~4. WSF will determine the reimbursement process; however, included in that process will be proof of usage.~~

19

~~5. This agreement is non precedent setting and does not create a practice for any current or future tolling on bridges or roadways.~~

20

TENTATIVE AGREEMENT ONLY.
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Tentative Agreement
WSF IBU 2025-2027 Negotiations
April 9, 2024
Page 2 of 2

1 ~~Mutually Agreed to on this 5th day of November 2009.~~

~~/s/~~

~~Jerry Holder~~
~~OFM/LRO~~

~~/s/~~

~~Steve Rodgers~~
~~Washington State Ferries~~

~~/s/~~

~~Dennis W. Conklin~~
~~Regional Director~~

~~/s/~~

~~Tim Saffle~~
~~International Organization of Masters,~~
~~Mates and Pilots~~

2

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

~~/s/~~ 4/9/2024

Hannah Hollander, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

~~/s/~~ 4/9/2024

Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES,
LABOR RELATIONS SECTION
AND
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION,
FERRIES DIVISION
AND
THE INLANDBOATMEN'S UNION OF THE PACIFIC, MARINE DIVISION OF THE
INTERNATIONAL LONGSHORE AND WAREHOUSE UNION**

MOU Safety And Health

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

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

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

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

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

TENTATIVE AGREEMENT ONLY.
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~~For the Employer:~~

~~For the Union:~~

~~_____/s/_____/ 05/12/2023
Jerry Holder, OFM/SHR/LRS Date
Sr. Labor Negotiator~~

~~_____/s/_____/ 05/16/2023
Peter Hart, IBU Date
Regional Director~~

1

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

_____/s/_____/ 4/9/2024
Hannah Hollander, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

_____/s/_____/ 4/9/2024
Christopher Simmons, PSR Regional Director
Inlandboatmen's Union of the Pacific

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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.

