
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS
WATCH CENTER SUPERVISORS

EFFECTIVE

JULY 1, ~~2023-2025~~ THROUGH JUNE 30, ~~2025~~2027



~~2023-2025~~
2025-2027

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.

**INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS
WATCH CENTER SUPERVISORS
~~2023-2025~~2025-2027**

[Placeholder](#)

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PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer," and the International Organization of Masters, Mates, and Pilots, Pacific Maritime Region, United Inland Group, referred to as the "Union." This Agreement governs the wages, hours and other terms and conditions of employment for employees.

RULE 1 – DEFINITIONS

1.1 Specific Definitions

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

- A. Agreement
The term, "Agreement," shall refer to the current contract, of which this Rule is a part, between the Employer and the Union.
- B. Continuous Employment
"Continuous employment" is employment that is not broken by resignation, discharge, separation, or written notice of layoff of six (6) months or more.
- C. Employee
The term, "employee," includes all Watch Center Supervisors (WCS), Fleet/Facility Security Officers and Workforce Development Leads (WDL) covered by this Agreement.
- D. Employer
The term, "Employer," means the State of Washington.
- E. Full-Time Employees
The term, "full-time employees," refer to employees who are scheduled to work forty (40) hours per workweek.
- F. On-Call Employee
The term, "on-call employee," shall be an employee whose work is intermittent in nature, sporadic and does not fit a particular pattern. An on-call employee may fill in for the absence of a permanent employee or while a recruitment is being conducted. On-call employees are not guaranteed forty (40) hours of work in a workweek.
- G. Parties
The term, "parties," means the Employer and the Union.
- H. Pay Periods
[RCW 42.16.010](#) establishes semi-monthly "pay periods." The first pay period is from the first through the fifteenth of the month. The second pay period is from the sixteenth through the last day of the month. There shall be twenty-four (24) pay periods in each calendar year.
- I. Separation
The term, "separation," shall be the ending of an employee's employment with the Employer.

- J. Spouse
The term, “spouse,” means all persons such as a wife, husband or registered domestic partner as established by [RCW 26.60.030](#).
- K. Union
The term, "Union," means the International Organization of Masters, Mates, and Pilots, Pacific Maritime Region, United Inland Group.
- L. Watch Center Supervisor (WCS)
The term, “Watch Center Supervisor,” or, “supervisor,” refers to all employees employed under the terms of this Agreement and [Rule 1](#) of [Appendix A](#). The SMS Manual and position descriptions contain a detailed description of the WCS’s duties and responsibilities.
- M. Year Round Employee
The term, "year round employee," is any employee who is assigned to full-time position for twelve (12) months in a calendar year.
- N. Years of Service or Years of Employment
The terms, “years of service,” or, “years of employment,” are total employment time with WSF unless otherwise defined.
- O. Fleet Facility Security Officer
The term, “Fleet Facility Security Officer,” refers to all employees employed under the terms of this Agreement and [Rule 1](#) of [Appendix B](#). The SMS Manual and position descriptions contain a detailed description of the Fleet Facility Security Officer duties and responsibilities.
- P. Workforce Development Lead (WDL)
The term, “Workforce Development Lead,” refers to all employees under the terms of this Agreement and [Rule 1](#) of [Appendix C](#). The position descriptions contain a detailed description of the WDL duties and responsibilities.
- Q. Callback Pay
Employees shall receive callback pay when called back to work after completing a scheduled shift. Employees called back to work shall receive a minimum of four (4) hours of pay at the straight-time rate of pay.

1.2 Abbreviations

The following abbreviations or acronyms are used throughout the Agreement, Appendices, and any Letter(s) or Memorandum(a) of Understanding between the parties, for the sake of brevity: IOMMP: International Organization of Masters, Mates, and Pilots, United Inland Group; WSF: Washington State Ferries; OPS: WSF Operations Center; WSDOT: Washington State Department of Transportation; PERC: Public Employee Relations Commission; EOC: Washington State Ferries Emergency Operations Center; SMS: Washington State Ferries Safety Management System.

1.3 Other Definitions and Terms

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

RULE 2 – RECOGNITION AND UNION DUES

2.1 The Employer recognizes the Union as the exclusive bargaining representative of all employees and as the sole collective bargaining agent in negotiation and interpreting the Agreement and adjusting disputes.

2.2 Visitation

All authorized representatives of the Union shall be allowed to enter, at all reasonable times, the Employer's property where bargaining unit members are employed. The Employer shall issue to any Union representative, a pass permitting visitation; provided, however, the Employer shall not be liable for any claim resulting from an accident involving a union representative engaged in Union business.

2.3 Discrimination

The Employer shall not discriminate, in any manner, against any bargaining unit employee because of the employee's activities on behalf of, or membership in the Union.

2.4 Dues/Fees Check-Off

When the exclusive bargaining representative provides written authorization to the Employer, the Employer shall deduct dues and/or fees from the employee's wages.

Effective for the duration of this Agreement and any extensions thereof, in the case of each member or applicant for membership or permit for whom the Employer has been provided with a duly executed authorization, which follows the guidelines of the National Labor Relations Act, the Employer will check-off, where applicable, the regular dues, service fees and/or initiation fees of such member, applicant, or permit in accordance with the schedule provided by the Union. The monies shall be payable to the National Headquarters of the International Organization of Masters, Mates & Pilots (MM&P) with a list indicating the employee's name, employee identification number, and dues and/or fees deduction amount. All monies deducted under the provisions of this Article shall be held by the Employer in trust for and be remitted to the Union on or before the tenth day of the calendar month following that in which they have been checked-off.

2.5 Dues/Fees Cancellation

An employee may cancel their payroll deduction of dues/fees by written notice to WSF Labor Relations at laborrelations@wsdot.wa.gov and the Union. After the Employer receives the confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, in compliance with the terms of the authorization card, the Employer shall end the deduction no later than the second payroll after the receipt of the confirmation.

2.6 Employer Indemnification

The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Rule. The Union shall indemnify and hold the Employer harmless by the Union and employees for compliance with any of the provisions of this Rule and any issues related to the deduction of dues/fees. If an error had been made in the amount of dues/fees remitted to the Union under [Section 2.4](#) of this Rule, upon notification from the Union of an error, the Employer will expeditiously rectify the error.

RULE 3 – SCOPE**3.1 Scope of the Agreement**

The terms and provisions of this Agreement shall govern the Union, the Employer and all employees classified as WCS, Fleet Facility Security Officer and WDL.

3.2 Entire Agreement

- A. The parties agree that the provisions of this Agreement constitute the complete Agreement between the parties.
- B. Any letter or Memorandum of Understanding (MOU) applicable to the parties shall be listed in the Appendix of this Agreement as a letter or MOU that is in effect for the term of the Agreement or a term less than the term of the Agreement. A letter or MOU not listed shall be null and void. Letters or MOUs added to the Agreement during its term shall specifically state the duration of the letter or the MOU.
- C. Also, it is expressly understood and agreed upon that no term or provision of this Agreement may be amended, modified, changed, or altered except by a written agreement by the parties. This clause does not constitute a waiver by either party of its duty to bargain pursuant to [RCW 47.64](#).

3.3 Good Faith Performance

There shall be no attempt by the parties to this Agreement to ignore, disregard, circumvent, or otherwise avoid any of the terms and provisions of this Agreement or any of the duties, obligations and responsibilities imposed by the Agreement. In addition, the utmost good faith shall be required of the parties in their performance of all of the terms and provisions of the Agreement.

RULE 4 – MANAGEMENT PROVISIONS**4.1 Management Rights**

In addition to management rights established in [RCW 47.64.120](#), the Employer retains the right and duty to manage its business, including the following:

- A. The right to adopt regulations regarding the appearance, dress, and conduct of its employees; and

- B. To direct the work force consistent with work procedures as are necessary to maintain safety, efficiency, quality of service and the confidence of the traveling public that are not contrary to the terms and provisions of this Agreement.

4.2 Union Intercession

The Union reserves the right to intercede on behalf of any employee who feels aggrieved and the right to process a grievance on behalf of any such employee pursuant to the grievance provisions of [Rule 25](#) of this Agreement.

4.3 Illegal Discrimination and Harassment

The Employer and the Union are committed to ending illegal discrimination and harassment in any and all forms. To this end, neither WSF nor the Union shall discriminate against any employee in any manner prohibited by law.

4.4 Reasonable Accommodations

When WSF is presented with a circumstance which may require the reasonable accommodation of a disability and the accommodation might result in a violation of this Agreement, WSF and the Union will meet to discuss the proposed accommodation and possible conflicts with this Agreement. By agreeing to discuss the accommodation, the Union does not waive any position or argument, including, but not limited to, the following: that accommodations that do not violate this Agreement are available and appropriate and the law neither requires nor permits accommodations that violate this Agreement.

RULE 5 – STRIKES, WORK STOPPAGES AND LOCKOUTS

Pursuant to [RCW 47.64](#), there shall be no strikes, lockouts or work stoppages at any time. Rather, any dispute arising between the parties will be resolved according to the provisions contained in the Agreement and/or [RCW 47.64](#).

RULE 6 – UNION NEGOTIATING COMMITTEE

The Employer recognizes the establishment of the Union's negotiating committee to be comprised of one (1) Watch Center Supervisor (WCS) and one (1) alternate WCS, one (1) Fleet Facility Security Officer, and one (1) WDL. When requested by the Union, the Employer will provide relief to allow members of the negotiating committee to perform the duties of the committee. The Employer will not be required to pay any wages to any member of the committee during those times that the members are performing their negotiating committee duties.

RULE 7 – LABOR-MANAGEMENT COMMITTEE

7.1 A Labor-Management Committee (LMC) shall be formed. The LMC shall consist of one (1) union member appointed by the Union and one (1) member from WSF operations management. A representative of WSF Labor Relations department may serve as an ad hoc member.

7.2 The purpose of the committee is to provide a venue for internal communication, information and problem solving. The issues of a grievance(s), Unfair Labor Practices

(ULPs), contract negotiations and any other negotiations shall not be a subject of any discussion.

- 7.3 The LMC will be scheduled to meet once every six (6) months provided there is an agreed upon agenda in advance of the meeting. Additional meetings may be held by agreement of the parties.
- 7.4 A notice of the meeting will be given to all bargaining unit employees. Meeting notes will not be officially recorded. Meeting notes may be taken by each party. Any documents presented will be made available to both parties.
- 7.5 Employees required to attend an LMC meeting will be compensated at their regular straight-time rate unless otherwise controlled by other contractual provisions.

RULE 8 – CLASSIFICATION OF WATCH CENTER SUPERVISORS (WCS)

- 8.1 A WCS is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. If, for some reason or assignment, a WCS works at a location other than the operations center, then the employee shall qualify for travel time and mileage in accordance with the WSDOT Travel Rules and Procedures.
- 8.2 A relief WCS is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. The relief will be scheduled to fill all hours when WCS are on scheduled leave. If there is no leave scheduled, the relief WCS may be assigned to assist department managers with administrative functions which may include: operations center personnel scheduling, strategic planning and execution of fleet resources, as well as other oversight functions as may be assigned.
- 8.3 An on-call WCS is an employee who has completed their probationary period and who is not guaranteed work hours. An on-call WCS's work is intermittent in nature, sporadic and does not fit a particular pattern. An on-call will be used after the relief WCS has been scheduled. To keep an on-call WCS ready to cover a watch, they will be scheduled for forty (40) hours refresher training every one hundred twenty (120) days.

RULE 9 – SELECTION AND PROBATIONARY PERIOD

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

- 9.2 Newly hired employees shall have a one thousand, forty (1,040) work hour probationary period commencing with the employee's first watch. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- 9.3 Newly hired WCS's shall be paid eighty percent (80%) of the top wage for a regular WCS, noted in [Section 11.1](#), while in training.
- 9.4 WCS's that have completed training shall be paid ninety percent (90%) of the top wage for a regular WCS, noted in [Section 11.1](#), during the one thousand, forty (1,040) work hour probationary period.

RULE 10 – TRAINING

- 10.1 Fleet familiarization or re-familiarization training may be approved for a WCS who requests it in order to garner specific awareness of an aspect(s) of WSF fleet operations and may involve visitation to WSF vessels and facilities. For efficiency purposes, the WCS will group multiple location visitations while in travel or pay status, to the greatest extent possible. A written log or report documenting what was observed and/or knowledge gained or reinforced may be required by the operations manager and may be shared with the other WCSs. The WCS shall be compensated at the straight-time rate of pay for time spent completing the above log or report, which will not be counted towards the yearly training total.
- 10.2 Off-site visitation training may be approved for a WCS who requests visitation of non-WSF sites, facilities and agencies for the purpose of enhancement or comprehension of the interaction between WSF and the non-WSF site or personnel visited. A written log or report following completion of a visitation may be required by the operations manager as stated in [Section 10.1](#), above.
- 10.3 Upon request, WCS's will be offered the opportunity to attend the fleet's annual training.

RULE 11 – CLASSIFICATIONS AND RATES OF PAY

- 11.1 Effective July 1, ~~2023~~[2025](#), through June 30, ~~2024~~[2027](#), the basic wage rate for all WCS classifications and for the classification of Fleet/Facility Security Officer is ~~forty-eight~~[fifty-four](#) dollars and ~~forty-one~~[two](#) cents (~~\$48.41~~[\\$54.02](#)) per hour. (~~Six~~[Four](#) percent [~~64~~[54](#)] increase.)

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

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

11.2 Shift premiums will be as follows:

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

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

RULE 12 – HOURS OF EMPLOYMENT

- 12.1** The work hours and length of shifts shall be determined by the Employer. The Employer will post work schedules and relief assignments on a monthly basis for “year round positions” or “year round assignments.” Should there be a change to work schedules, the parties will meet and confer prior to such change. Any changes to “year round assignments” will be posted at least fourteen (14) calendar days prior to implementation.
- 12.2** The principle of the forty (40) hour workweek is hereby established. No work schedule shall have less than eight (8) hours off between scheduled shifts. A work period may be as follows:
- 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;
or
 - C. Any other work scheduled as established by the Employer.
- 12.3** If a new schedule for any “year round assignment” is changed and it effects the scheduled days off, it shall be cause for a re-bid. The affected employee will have the right to exercise their seniority rights and may bump a less senior employee. The re-bid shall take place ten (10) calendar days after such a change and be effective fifteen (15) calendar days after the completion of the re-bid process.
- 12.4** The Employer may utilize on-call employees in filling open assignments or shifts. The term, “on-call employee,” shall mean an employee who may or may not be working on a year round basis and who is not guaranteed any hours of work.
- 12.5** All watches shall be re-bid in October of each calendar year and become effective with the winter sailing schedule. These watches are for a twelve (12) month period. Watch supervisors that mutually agree to change watched with one another shall be allowed to do so.

Any agreed upon watch change will be printed and signed by both employees, the director of operations, and the Union representative. The agreed upon change in watches shall be for a defined time period and may not be altered or changed until the agreed time period has elapsed.

RULE 13 – OVERTIME

- 13.1** A. Definition
Overtime is defined as time that an employee works in excess of their scheduled work shift.
- B. Work
The definition of work, for overtime purposes only includes:
1. All hours actually spent performing the duties of the assigned job;
 2. Vacation leave;
 3. Sick leave;
 4. Compensatory time;
 5. Holidays; and
 6. Any other paid time not listed below.
- C. Work does not include:
1. Shared leave;
 2. Leave without pay;
 3. Additional compensation for time worked on a holiday; and
 4. Time compensated as a penalty pay.
- 13.2** A. The overtime rate of pay for employees shall be at the rate of one and one-half (1½) times the employee's straight-time rate of pay.
- B. Actual time shall be reported but overtime shall be paid in the following six (6) minute increments based on the following: 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.
- C. For time worked in excess of one (1) hour, overtime shall be paid at one and one-half (1½) times the employee's straight-time rate of pay, in one (1) hour increments.
- 13.3** An employee may be required to work overtime when there is an extended service run requirement, no other qualified replacement is available, or a bona fide emergency exists that requires the presence of the employee.
- 13.4** Employees called back to work after completing a scheduled shift shall receive a minimum of four (4) hours of pay at the overtime rate.
- 13.5** Employees called in to work on their scheduled days off, shall receive a minimum of eight (8) hours of pay at the overtime rate. In addition, they will receive four (4) hours of pay at their straight-time rate of pay regardless of the length of overtime shift or hours actually worked.
- 13.6** Overtime shall be paid to each employee required to work an extended workday as a result of a time changeover from Pacific Daylight Savings Time to Pacific Standard Time.

13.7 Overtime Pyramiding Prohibited

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

13.8 Employees being called by the director of operations, safety & security systems director, company security officer or senior operations manager, on their normal non-work time or on vacation leave shall be paid initially a minimum increment of fifteen (15) minutes or actual time on the phone, whichever is greater. This shall not apply to compensation issues of the employee such as time sheets or other compensation issues. If overtime payment is applicable, it shall be paid or taken as compensatory time or, at the employee's option, vacation leave may be re-credited in straight-time increments equal to the time paid by the applicable Rule.

13.9 WCS Overtime Availability List (WOAL)

The WOAL provides a fair and equitable distribution of overtime among WCS holding a permanent or extended temporary position.

- A. After the initial start of the WOAL based on seniority, the Employer shall utilize a system that rotates a WCS to the bottom of the WOAL once that WCS has accepted an overtime offer.
- B. If the WCS refuses an overtime job assignment, the WCS shall remain in the same position on the WOAL.
- C. The Employer shall not be precluded from using any WCS in the event of an imminent service disruption.
- D. The Employer and the WCS shall share the responsibility of keeping the WOAL current.
- E. If the Employer fails to offer overtime to a WCS at the top of the WOAL, the Employer shall correct the missed opportunity by offering the WCS the next available overtime opportunity.

RULE 14 – SENIORITY

14.1 The Employer recognizes the principle of seniority in the administration of the seniority related provisions of the Agreement. For the purposes of layoff and recall and other seniority related provisions contained in this Agreement, except as noted below, an employee of the marine operations center unit's seniority date shall be the employee's appointment date to the marine operations center.

14.2 For the purpose of layoff and recall, an employee of the marine operations center, employed as of October 8, 2004, the employee's seniority date shall be the same as the employee's established anniversary date. For the purpose of vacation leave accrual, the employee's established anniversary date shall be used to calculate vacation leave accruals.

- 14.3** Except as otherwise provided in this Agreement, an employee’s seniority shall terminate when the employee retires or is retired, resigns, discharged for cause, separated for job abandonment, fails to report to work upon recall from layoff within thirty (30) calendar days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.
- 14.4** A seniority roster will be maintained by the Employer and available to the Union upon request.
- 14.5** Any WCS who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the duration of employment with WSF management. After their term(s) of office or at the end of their WSF management employment, the employee may exercise their seniority by “bumping” a regular or relief WCS position.

RULE 15 – STATUS OF EMPLOYEES ON PAID OR UNPAID LEAVES

15.1 Employment Status

An employee retains employment rights when working, when the employee is on leave provided in this Agreement, family medical leave or when the employee is on an approved paid or unpaid leave of absence. Written leave of absence requests must be submitted for approval prior to taking the leave. Employees on unpaid leave of absence are not entitled to Employer-paid medical benefits unless they are on approved family medical leave.

15.2 Absence Without Approved Leave

A. Job Abandonment

When an employee has been absent from work for three (3) consecutive days and is absent without approved leave, the employee will be presumed to have resigned their position.

B. Notice of Separation

When an employee’s resignation is presumed in accordance with [Subsection A](#), above, the Employer will separate the employee by sending a separation notice to the employee by certified and regular mail to the last known address of the employee. It is the employee’s responsibility to maintain a current address with the WSF Human Resources Department.

C. Petition for Reinstatement

An employee who has received a separation notice in accordance with [Subsection B](#), above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

D. Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

15.3 Authorizations for All Leaves

On all requests for leave of absence, the employee shall indicate a starting and ending date. The terms of the leave of absence shall be in writing. Employees must obtain written management approval for any extensions to a leave of absence before the ending date, except in the case of an emergency. Extensions must be applied for a minimum of seven (7) calendar days before the ending date. Extensions of leave beyond the maximum time allowed will be non-precedent setting and will be at the discretion of the Employer.

15.4 Documentation of Extended Leaves

For all extended leaves, including medical leave, the employee shall obtain written management approval prior to taking the leave. Appropriate forms will be provided by WSF. Absences beyond thirty (30) days must be requested on the appropriate WSF form. In addition, for medical leaves extended over thirty (30) days, the employee must also provide medical verification with the extension request.

15.5 Return from Leave

Employees on an approved leave shall return to work on the end date. An employee on paid or unpaid leave of absence who fails to report to work at the end date, or fails to obtain approval for an extension before the leave end date, is absent without leave and subject to disciplinary action. Any excuse related to medical conditions shall be verified by an attending medical provider.

15.6 Return from Medical Leave – Fit for Duty

When an employee is absent from work for a period of ten (10) days for medical reasons, WSF requires a fit for duty slip from the employees' medical provider supporting the employees' fitness to return to full duty. Employees absent for thirty (30) days or more shall submit their fit for duty slip to the human resources department and it must be received and processed by WSF's human resource department before the employee may return to work.

15.7 Timely Return from Layoff

An employee will lose their seniority if the employee has been laid off and is recalled to work but fails to report to work five (5) calendar days from the date of receiving the recall notice by registered mail at the employee's address of record with WSF. It is the employees' responsibility to keep the WSF human resource department informed of the employee's current address and phone number on forms provided by WSF.

15.8 Non-Occupational Medical Condition

An employee, who has completed one (1) year of continuous employment, may request a leave of absence due to a non-occupational medical condition that prevents the employee from performing the essential job functions of their position. Such leave shall be granted to the employee upon presentation of a medical certificate on the appropriate WSF form

from the employees’ licensed medical provider confirming the employee’s continued inability to perform the essential job functions. An employee absent for more than twelve (12) consecutive months may be subject to separation.

15.9 Occupational Injury/Illness

An employee, who suffers an occupational injury/illness, may request a leave of absence for the period of incapacitation for which the employee is receiving workers’ compensation benefits. Such leave shall continue to be granted only upon the employee’s presentation of a certification from a licensed physician, on the appropriate WSF form, confirming the employee’s inability to work. Such leave of absence shall not exceed one (1) year. Employees absent for more than twelve (12) consecutive months may be subject to separation.

15.10 Fit for Duty

WSF reserves the right to require any employee to be assessed by a physician of WSF’s choice regarding the employee’s ability to perform the essential job functions of the employee’s position.

15.11 Leave Without Pay

Any pre-approved leave and/or sick leave shall be taken and shall be compensated as originally approved and shall not be converted to leave without pay without management approval.

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

RULE 16 – HOLIDAYS

16.1 The following days shall be paid holidays for all regular full-time employees covered by this Agreement:

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September

Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25
Two (2) optional days	Employee eligible after six (6) months of employment.
	Will be observed as mutually agreed upon between Employer and employee.
	These holidays shall be observed on an annual basis.

16.2 Employees working on the actual holidays, except optional days, shall be compensated at the rate of time and one-half (1½) for hours actually worked plus holiday pay for their regularly scheduled hours on the holiday.

Holiday pay for all on-call and/or temporary employees not working on a holiday shall be computed on an hourly basis, based on the ratio of hours worked to normal straight-time hours worked by full-time employees.

16.3 Employees not scheduled to work on the actual holiday, except optional days, shall have their holiday scheduled by management to the employee's previous or next scheduled work day. Employees that do not have their holiday scheduled to their previous or next scheduled work day, and actually work the previous day or the day following the holiday, shall be compensated at the rate of time and one-half (1½) for hours actually worked plus holiday pay for their regularly scheduled hours.

Examples:

- A. Employee is scheduled to work five (5), eight (8) hour days, or four (4), ten (10) hour days. Their scheduled days off are Saturday, Sunday and Monday or Sunday and Monday. A holiday falls on Monday, the employees scheduled day off. Employee is directed by WSF to take the following day (Tuesday) as their holiday. The employee takes Tuesday off and is compensated eight (8) or ten (10) hours at their straight-time rate of pay, respectively.
- B. Employee is scheduled to work five (5), eight (8) hour days, or four (4), ten (10) hour days and scheduled days off are Saturday, Sunday and Monday or Sunday and Monday. A holiday falls on Monday, the employees scheduled day off. The employee works the day before and is asked to work Tuesday. The employee works Tuesday and is compensated at the rate of time and one-half (1½) for hours actually worked plus holiday pay for their regularly scheduled hours.

- C. Employee is scheduled four (4), ten (10) hour days. Scheduled days off are Saturday, Sunday and Monday. Holiday falls on the Monday, the employees scheduled day off. WSF does not designate the previous or following workday be observed as a holiday by the employee. WSF directs the employee to work the actual holiday which is their normal day off. The employee is compensated at the rate of time and one-half (1½) for hours actually worked plus holiday pay for their regularly scheduled hours.

RULE 17 – VACATION LEAVE

17.1 Vacation Leave Accruals

- A. After six (6) continuous months of employment, full-time employees shall receive vacation leave for each month of completed employment. Vacation leave shall not be used until the employee has completed six (6) months of continuous service.
- B. Vacation leave accruals for on-call and/or temporary employees shall be computed on an hourly basis, based on the ratio of hours worked to normal straight-time hours worked by full-time employees.

- 17.2 A. Vacation leave will be accrued when the full-time employee is in pay status for eighty (80) non-overtime hours during the calendar month.

- B. The vacation leave accrual rate schedule shall be as follows:

Months/Years of Continuous Service	Hours per Month/Year
Six (6) months	Forty-eight (48)
Seven (7) months	Fifty-six (56)
Eight (8) months	Sixty-four (64)
Nine (9) months	Seventy-two (72)
Ten (10) months	Eighty (80)
Eleven (11) months	Eight-eight (88)
Twelve (12) months	Ninety-six (96)
Two (2) years	One hundred four (104)
Three (3) years	One hundred twenty (120)
Four (4) years	One hundred thirty-six (136)
Five (5) years	One hundred sixty (160)
Seven (7) years	One hundred seventy-six (176)
Eleven (11) years	One hundred eighty-four (184)
Thirteen (13) years	One hundred ninety-two (192)
Fourteen (14) years	Two hundred (200)
Sixteen (16) years	Two hundred eight (208)
Eighteen (18) years	Two hundred twenty-four (224)
Twenty (20) years	Two hundred thirty-two (232)
Twenty-two (22) years	Two hundred forty (240)
Twenty-four (24) years	Two hundred forty-eight (248)
Twenty-six (26) years	Two hundred fifty-six (256)

Months/Years of Continuous Service	Hours per Month/Year
Twenty-eight (28) years	Two hundred sixty-four (264)
Thirty (30) years	Two hundred seventy-two (272)

C. Vacation Scheduling Process

All vacation leave must be mutually agreed upon between the manager and the employee. Where two (2) or more employees have requested the same period of time off, the employee with the most in-unit seniority shall have preference.

17.3 Vacation Leave Maximum

Employees may accumulate maximum vacation leave balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the Employer may grant an extension for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave in excess of two hundred forty (240) hours as long as they exhaust the vacation leave in excess of two hundred forty (240) hours prior to their anniversary date.
- C. If leave in excess of two hundred forty (240) hours is not used prior to the employee's anniversary date, then such leave will automatically be lost.

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

17.5 Vacation leave is not available to the employee unless the employee has served six (6) continuous months of employment.

17.6 A reemployed or reinstated employee must again serve six (6) months of continuous employment before the employee is entitled to use vacation leave.

17.7 Vacation leave accruals accumulated are cancelled automatically upon separation after periods of service of less than six (6) continuous months of service.

17.8 After six (6) months of continuous service, all accumulated vacation leave shall be paid to the employee when an employee leaves the Employer's employment for any reason.

17.9 Vacation leave cash out shall be computed on the basis of the straight-time rate of the employee's regular classification.

17.10 Vacation leave accruals in [Section 17.1](#) shall be pro-rated and credited on a monthly basis.

RULE 18 – SICK LEAVE

- 18.1** Each full-time employee shall receive eight (8) hours of sick leave credit for each month the employee has been in pay status for eighty (80) non-overtime hours in a calendar month, commencing with the employee's date of employment. Full-time employees who are in pay status for less than eighty (80) non-overtime hours in a calendar month, part-time, and temporary employees in an overtime-eligible position will accrue sick leave in an amount proportionate to the number of hours the employee is in pay status in the month, up to a maximum of eight (8) hours in a month. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth calendar day after the commencement of their employment.
- 18.2** An employee may, at the employee's option, use vacation leave in lieu of sick leave but may not use sick leave in lieu of vacation leave.
- 18.3** Sick leave may be used for:
- A. Illness or injury, which incapacitates employees to the extent that they are unable to perform their work;
 - B. Preventive health care, provided employees notify their supervisor in advance of such appointment;
 - C. The period of time that an employee is sick or temporarily disabled because of pregnancy or childbirth, in accordance with terms set forth in this Rule; and/or
 - D. For reasons allowed under the Minimum Wage Requirements Act and Labor Standards Act, [RCW 49.46.210](#).

18.4 **Bereavement**

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

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

- B. Child means a biological, adopted, or foster child, stepchild, a child's spouse, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status.
- C. Grandchild means a child of the employee's child.
- D. Grandparent means a parent of the employee's parent.
- E. Parent means biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- F. Spouse means husband or wife, as the case may be or state registered domestic partner as defined by RCW26.60.

The Employer may extend sick leave upon reasonable request.

- 18.5** Whenever an employee is injured or contracts a contagious or infectious disease in the line of duty, the employee's wages may be extended by the Employer with no negative impact on the employee's accumulated sick leave.
- 18.6** Sick leave may be claimed by an employee for the care of family members that are ill or injured, as allowed under [RCW 49.46.210](#) and as defined in [Subsection 18.4](#). An employee claiming such sick leave shall notify their supervisor. The Employer may require verification for sick leave exceeding three (3) days.
- 18.7** The Employer may request, at its option, a verifying statement from the employee's doctor to support sick leave use of five (5) working days or less, in accordance with [RCW 49.46.210](#).
- 18.8** No sick leave use shall be honored when an employee is receiving state of Washington Industrial Insurance time loss payments under Workers' Compensation.
- 18.9** All accumulated sick leave credits shall follow any employee who is transferred to another department of the state of Washington.
- 18.10** Each employee's sick leave credits are cancelled automatically upon the employee's termination of service. Terminated employees do not receive sick leave credit for the month in which they are terminated unless they work at least eighty (80) non-overtime hours in the month.

18.11 Reemployment

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

18.12 Sick Leave Annual Cash Out

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

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

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

18.13 Sick Leave Separation Cash Out

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

18.14 Washington State Paid Family and Medical Leave

- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) Program ([RCW 50A.05](#)) became effective January 1, 2020, and eligibility for and approval for leave for purposes as described under that program shall be in accordance with [RCW 50A](#).
- B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- C. PFML Insurance Program Premiums
The Employer will deduct premium amounts from the wages of each employee in accordance with [RCW 50A.10.030](#). The Employer will not pay any portion of the employee's share of the premium for family leave or medical leave benefits, or both.
- D. Supplemental Benefit
Use of accrued vacation leave, sick leave and/or compensatory time.

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

RULE 19 – MISCELLANEOUS LEAVE

19.1 Jury Duty Leave

- A. An employee called for jury duty shall be paid their straight-time earnings lost due to jury duty. An employee shall be allowed to retain any compensation paid to them for jury duty. In order to be eligible for jury duty pay, the employee must furnish a written statement from the appropriate public official showing date and time served.
- B. When an employee is called 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 on jury duty;
 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.

19.2 Subpoena/Witness Leave

When an employee is required by the Employer or by subpoena to attend hearings, trials, or investigations concerning WSF conducted by the United States Coast Guard (USCG), a court of law or a governmental agency, the employee shall be paid their straight-time wages. This provision shall not be applicable where the employee and/or the Union (when acting in a representative role for members covered under this Agreement only) have a beneficial interest in the outcome of the proceedings.

19.3 Military Leave

Any employee who is a member of one (1) of the reserve components of the United States Armed Services will be granted leave of absence when called for reserve duty. During such absence, the employee will be paid in accordance with federal and state law.

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

RULE 20 – WORK RULES

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

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

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

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

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

- 20.5** When post-accident, trauma, or other incident occurs in the fleet that counseling or other mitigation of impact is offered to those involved on the scene, the same shall be offered to the WCSs on duty during the occurrence or aftermath. There shall be no negative connotation attached to the employee or the employee's job performance as a result of the acceptance of such service, therapy and/or counseling.

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

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

- 20.8** [WSF will inform MM&P prior to adding duties or implementing changes of the responsibilities of a Watch Center Supervisor.](#)

RULE 21 – HEALTH CARE BENEFITS

*This [MOU](#) is included as an attachment to this Rule.

- 21.1 A. For the ~~2023-2025~~[2025-2027](#) biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
1. In ways to support value-based benefits designs; and
 2. To comply with or manage the impacts of federal mandates.

C. Value-based benefits designs will:

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

~~D.C.~~ [Rule 21.1 \(B\)](#) will expire June 30, 2027~~5~~.

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

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

21.3 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars

(\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by [Executive Order 13-06](#) shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

21.5 **Medical-Flexible Spending Arrangement**

- A. During January 202~~6~~⁴ and again in January 202~~7~~⁵, the Employer will make available ~~two-three~~ hundred ~~fifty~~ dollars (\$~~250~~³⁰⁰.00) in a ~~medical~~-Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020](#)(3), who meets the criteria in [Subsection 21.5 B](#) below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of ~~sixty-eight thousand and four dollars (\$68,004.00)~~ ~~sixty thousand dollars (\$60,000)~~ or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand, eighty-eight (2,088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. ~~An medical~~-FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

**RULE 22 – HEALTH AND SAFETY
AND
DRUG AND ALCOHOL-FREE WORKPLACE**

- 22.1** The health and safety of employees shall be reasonably protected.
- 22.3** The Union agrees to operate in compliance with the Employer’s Drug and Alcohol-Free Workplace policy. Non-compliance may be grounds for discipline under [Rule 21](#). Changes to the policy will be bargained with the Union, as needed to ensure a continued safe and healthy work environment.

RULE 23 – TRAVEL/MILEAGE/MEALS/PARKING/LODGING

Employees who are required by WSF to use their personal vehicle for business-related travel other than travel from their place of residence to their assigned place of work or otherwise incur per diem expenses by the direction of WSF, shall be reimbursed for such expenses per WSDOT Travel Rules and Procedures.

RULE 24 – PASSES

- 24.1** The Employer shall, upon application, issue, to any employee continuously employed for at least six (6) months, annual passes authorizing free passage for the employee and the employee’s spouse and dependents, as well as for the employee’s motor vehicle and tow on all vessels of the Employer.
- 24.2** The Employer shall, upon application, issue to any employee continuously employed for at least two (2) years an additional vehicle pass authorizing free vehicle passage for the employee’s spouse on all vessels of the Employer.
- 24.3** Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee or dependents, except as otherwise provided in this Rule.
- 24.4** **Retired or Disabled Employee**
Every employee who is retired under the provisions of the Public Employees’ Retirement System (PERS) or who is disabled shall be issued annual passes authorizing free passage for such employee, spouse, and dependent members of their family, together with their motor vehicle, on all vessels of the Employer.

Any employee that is retired from WSF, and is issued annual passes as described above, shall follow all WSF Pass Use Policies, and be subject to and remain in compliance with Sections [24.5](#), [24.6](#) and [24.7](#) of this Agreement.

- 24.5** **Exceptions to Use of Pass**
No passes of any kind shall be used for the purpose of commuting to or from employment other than employment with the WSF. Vehicle passes shall be used only on a space available basis, and shall not be used between Anacortes and Sidney from June 15 to

September 10. However, any exceptions to the pass privileges on the Anacortes to Sidney route between June 15 and September 10 will be in accordance with agency policy. Nothing contained in [Rule 24](#) shall be construed as applying to any WCS engaged in traveling to or from work with the Employer.

24.6 Vehicle Passes

Vehicle ferry passes are intended to be used for vehicles that the employee and/or spouse have registered, leased or rented. The vehicle registration or lease/rental agreement shall be required to be shown when using passes if requested.

Vehicle passes will not be used to evade a ferry fare. A vehicle not registered, leased or rented by an employee and/or spouse shall be subject to verification by terminal staff. Any pass holder, who is uncooperative in the verification process, shall be subject to WSF Code of Conduct.

24.7 Violation of Pass Policies

- A. Any employee, employee's spouse or the employee's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to:
1. A three (3) month suspension of all pass privileges for a first offense;
 2. A one (1) year suspension of all pass privileges for a second offense; and
 3. Permanent revocation of all pass privileges for a third offense.
- B. The Employer shall publish and provide to the employees and the Union a copy of the rules, regulations and policies concerning pass usage.

RULE 25 – GRIEVANCE PROCEDURES

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

25.2 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.

25.3 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

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

Pay Order Disputes

Prior to filing a formal grievance over pay discrepancies, employees may submit a fact-finding claim form to their Supervisor, 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 (10) business days identifying the specific rule(s) of the CBA or other pertinent information used as a basis for the determination. 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 may file a formal grievance within the thirty (30) day timeline (commencing upon the conclusion of the Employer's investigation) as specified in Rule 25.4 below.

C. Computation of Time

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

D. Failure to Meet Timelines

Failure by the Union to comply with the initial thirty (30) day deadline contained in [Section 25.4 A](#), below, will result in automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this grievance procedure may be submitted to the arbitrator for their determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance should include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
3. The specific Rule and/or Section of the Agreement violated;
4. The specific remedy requested;

5. The name of the grievant or description of the group;
6. The steps taken to informally resolve the grievance; and
7. The name and signature of the Union representative.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Consolidation

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

K. Bypass

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

L. Discipline

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

M. Alternative Resolution Methods

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

25.4 Filing and Processing

A. Filing

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

B. Processing**Step 1 – Director of Operations or Designee/Director of Safety Management Systems or Designee:**

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

Step 2 – Ferries Division Assistant Secretary or Designee:

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Ferries Division Assistant Secretary or designee, with a copy to the WSDOT ferries division Labor Relations Office at laborrelations@wsdot.wa.gov within fifteen (15) days of the Union's receipt of the Step 1 decision. The Ferries Division Assistant Secretary or designee will meet or confer by telephone with a Union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meeting:

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

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

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

1. Later introduced as evidence;
2. Made known to an arbitrator or hearings examiner at a hearing; and/or
3. Construed for any purpose as an admission against interest.

Step 4 – Arbitration:

If the grievance is not resolved at Step 3, or the LRS representative or designee notifies the Union in writing that no PARM will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the Union's receipt of the written notification of results of the PARM or receipt of the notice no PARM will be scheduled.

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and
 - c. Not have the authority to order the Employer to modify their staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement.
2. The arbitrator will hear evidence and arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the arbitrator. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant(s).

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.
2. If the arbitration hearing is postponed or cancelled at the request of one party, that party will bear the cost of the postponement or cancellation. The

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

3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its representatives, attorneys, witnesses, travel expenses, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union representative.

25.5 Delegates

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

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

RULE 26 – SAVINGS

26.1 Partial Invalidity

If any court or administrative agency of competent jurisdiction finds any Rule, Section or portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement shall continue in full force and effect.

26.2 Replacement Provisions

If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Rule, Section or portion.

RULE 27 – PERFORMANCE EVALUATIONS

WCS will be given performance evaluations annually. This evaluation shall be performed on or about the employee’s anniversary date.

RULE 28 – TERM OF AGREEMENT

This Agreement is the Agreement for the period of July 1, ~~2023-2025~~ through June 30, ~~2025~~2027.

APPENDIX A WATCH CENTER SUPERVISORS

RULE 1 – CLASSIFICATION OF WATCH CENTER SUPERVISORS

- 1.1 A Watch Center Supervisor (WCS) is a regular, full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. If, for some reason or assignment, a WCS works at a location other than the operations center, then the employee shall qualify for travel time and mileage in accordance with the WSDOT Travel Rules and Procedures.
- 1.2 A relief WCS is a regular, full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. The relief will be scheduled to fill all hours when WCSs are on scheduled leave. If there is no leave scheduled, the relief WCS may be assigned to assist department managers with administrative functions which may include: operations center personnel scheduling, strategic planning and execution of fleet resources, as well as other oversight functions as may be assigned.
- 1.3 An on-call WCS is an employee who has completed their probationary period and who is not guaranteed work hours. An on-call WCS's work is intermittent in nature, sporadic and does not fit a particular pattern. An on-call will be used after the relief WCS has been scheduled. To keep an on-call WCS ready to cover a watch, they will be scheduled for forty (40) hours refresher training every one hundred twenty (120) days.

RULE 2 – SELECTION AND PROBATIONARY PERIOD

- 2.1 Notwithstanding any other provision of the Agreement, the selection and hiring of WCS's shall remain the responsibility of the Employer. The Employer shall first consider applicants for WCS positions covered under this Agreement from qualified internal WSF candidates with at least two (2) years employment with WSF. This will include employment in the operations, deck, engine, information and terminal departments. If there are no qualified candidates, the Employer may consider qualified applicants from outside of WSF. A WCS shall be included in the hiring process for the final selection of applicants, including on-call positions.
- 2.2 Newly hired employees shall have a six (6) month probationary period commencing with the employee's first watch. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- 2.3 Newly hired WCS's shall be paid eighty percent (80%) of the top wage for a regular WCS, noted in [Section 11.1](#), while in training.
- 2.4 WCSs that have completed training shall be paid ninety percent (90%) of the top wage for a regular WCS, noted in [Section 11.1](#), during the six (6) month probationary period.

- 2.5 At the discretion of the Employer, nothing in this Rule will prevent the Employer from granting the top wage to an internal hire prior to completing the six (6) month probationary period.

RULE 3 – TRAINING

- 3.1 Fleet familiarization or re-familiarization training may be approved for a WCS who requests it in order to garner specific awareness of an aspect(s) of WSF fleet operations and may involve visitation to WSF vessels and facilities. For efficiency purposes, the WCS will group multiple location visitations while in travel or pay status, to the greatest extent possible. A written log or report documenting what was observed and/or knowledge gained or reinforced may be required by the senior operations manager and may be shared with the other WCS's. The WCS shall be compensated at the straight-time rate of pay for time spent completing the above log or report, which will not be counted towards the yearly training total.
- 3.2 Off-site visitation training may be approved for a WCS who requests visitation of non-WSF sites, facilities and agencies for the purpose of enhancement or comprehension of the interaction between WSF and the non-WSF site or personnel visited. A written log or report following completion of a visitation may be required by the senior operations manager as stated in [Section 3.1](#) above.
- 3.3 Upon request, WCS's will be offered the opportunity to attend the fleet's annual training.

RULE 4 – HOURS OF EMPLOYMENT

- 4.1 The work hours and length of shifts shall be determined by the Employer. The Employer will post work schedules and relief assignments on a monthly basis for "year round positions," or "year round assignments." Should there be a change to work schedules, the parties will meet and confer prior to such change. Any changes to "year round assignments" will be posted at least fourteen (14) calendar days prior to implementation.
- 4.2 The principle of the forty (40) hour workweek is hereby established. No work schedule shall have less than eight (8) hours off between scheduled shifts. A work period may be as follows:
- 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;
or
 - C. Any other work scheduled as established by the Employer.
- 4.3 If a new schedule for any "year round assignment" is changed and it effects the scheduled days off, it shall be cause for a re-bid. The affected employee will have the right to exercise their seniority rights and may bump a less senior employee. The re-bid shall take place ten

- (10) calendar days after such a change and be effective fifteen (15) calendar days after the completion of the re-bid process.
- 4.4 The Employer may utilize on-call employees in filling open assignments or shifts. The term “on-call employee” shall mean an employee who may or may not be working on a year round basis and who is not guaranteed any hours of work.
- 4.5 All watches shall be re-bid in October of each calendar year and become effective with the winter sailing schedule.
- 4.6 All WCS watches are bid in October of each year and take effective at the start of winter schedule as described in [Rule 4.5](#) of the CBA. These watches are for a twelve (12) month period. WCS’s that mutually agree to change watches with one another shall be allowed to do so. This process is to make for a more balanced and improved watch keeping. It is also to mitigate the adverse effects of working prolonged graveyard watches.
- 4.7 The agreed upon watch change will be printed and signed by all parties for a defined time period and may not be changed again until the agreed time period has elapsed.

RULE 5 – SENIORITY

- 5.1 The Employer recognizes the principle of seniority in the administration of the seniority-related provisions of the Agreement. For the purposes of layoff and recall and other seniority-related provisions contained in this Agreement, except as noted below, an employee of the marine operations center unit’s seniority date shall be the employee’s appointment date to the marine operations center.
- 5.2 For the purpose of layoff and recall, an employee of the marine operations center, employed as of October 8, 2004, the employee’s seniority date shall be the same as the employee’s established anniversary date. For the purpose of vacation leave accrual, the employee’s established anniversary date shall be used to calculate vacation leave accruals.
- 5.3 Except as otherwise provided in this Agreement, an employee’s seniority shall terminate when the employee retires or is retired, resigns, discharged for cause, separated for job abandonment, fails to report to work upon recall from layoff within thirty (30) calendar days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.
- 5.4 A seniority roster will be maintained by the Employer and available to the Union upon request.
- 5.5 Any WCS who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the duration of employment with WSF management. After their term(s) in office or at the end of their WSF management employment, the employee may exercise their seniority by “bumping” a regular or relief WCS position.

RULE 6 – WORK RULES

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

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

- A. WCS's shall have a thirty (30) minute paid meal period when working an eight (8) or ten (10) hour straight shift, with no unpaid meal break in-between.
- 6.2** Only qualified personnel shall constitute a proper relief for any WCS. The WCS standing a watch shall remain on watch until properly relieved. Qualified watch standing personnel are defined as: port captains, senior operations manager, crew resource manager, and any other WCS.
- 6.3** WCS's recognize the need to have tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the WCS's chain of command, WSF department or structure. However, no task, duty, or responsibility will be assigned as a regular part of the WCS's job functions or become an obligation to perform such action on an ongoing basis, without the senior operations manager's approval and direction.
- 6.4** When scheduling WCS shifts, there shall be a minimum of a one (1) hour overlap of WCS's shifts both at the beginning and at the conclusion of each watch, in order to ensure that complete briefing/debriefing and continuity is achieved.
- 6.5** When post-accident, trauma, or other incidents occur in the fleet that counseling or other mitigation of impact is offered to those involved on the scene, the same shall be offered to the WCS(s) on duty during the occurrence or aftermath. There shall be no negative connotation attached to the employee or the employee's job performance as a result of the acceptance of such service, therapy and/or counseling.
- 6.6** Upon request, WCS's shall be escorted to and from designated parking and the operations center.
- 6.7** WCS's may assist department managers with administrative functions which may include watch center personnel scheduling, strategic planning and execution of the deployment of fleet resources, and other oversight functions that may be assigned. These functions will not be part of the primary responsibility of watch standing, but will be accomplished during watch handover (exclusive of [Section 20.4](#)) and by the relief WCS while performing administrative duties. Additionally, WCS's will review the OPS log for information and data accuracy. Any subsequent OPS log changes will be noted to the original WCS that made the entry for correction.

RULE 7 – PERFORMANCE EVALUATIONS

- 7.1** WCS’s will be given performance evaluations annually. This evaluation shall be performed on or about the employee’s anniversary date.

APPENDIX B FLEET FACILITY SECURITY OFFICERS

RULE 1 – CLASSIFICATION OF FLEET FACILITY SECURITY OFFICERS

- 1.1 A Fleet and Facility Security Officer (FFSO) is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. If, for some reason or assignment, an FFSO works at a location other than the 2901 building, then the employee shall qualify for travel time and mileage in accordance with the WSDOT Travel Rules and Procedures.

RULE 2 – SELECTION AND PROBATIONARY PERIOD

- 2.1 Notwithstanding any other provision of this Agreement, the selection and hiring of FFSO's shall remain the responsibility of the Employer. The Employer shall first consider applicants for FFSO positions covered under this Agreement from qualified internal WSF candidates with at least two (2) years employment with WSF. This will include employment in the operations, deck, engine, information and terminal departments. If there are not any qualified candidates, the Employer may consider qualified applicants from outside of WSF. An FFSO shall be included in the hiring process for the final selection of applicants.
- 2.2 Newly hired employees shall have a six (6) month probationary period commencing with the employee's first day of employment. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- ~~2.3 Newly hired FFSO's shall be paid eighty percent (80%) of the top wage for a regular FFSO, noted in [Section 11.1](#), while in training.~~
- 2.34 FFSO's that have completed training shall be paid ninety percent (90%) of the top wage for a regular FFSO, noted in [Section 11.1](#), during the six (6) month probationary period.

RULE 3 – TRAINING

- 3.1 FFSO's shall be given the opportunity for professional growth within the scope of their responsibilities. Each FFSO that has completed their probationary period will be offered the opportunity to use up to five (5) days for professional growth opportunities. This can, but is not limited to, fusion center training, seminars, workshops, etc. The goal of continuing professional growth is for the enhancement of an FFSO's knowledge base. If a cost is associated with this training, it shall be funded by departmental funds if available.

RULE 4 – CLASSIFICATIONS AND RATES OF PAY

- 4.1 Effective July 1, ~~2023-2025~~ through June 30, ~~2024~~2026, the basic wage rate for all FFSO classifications is ~~forty-eight~~fifty-four dollars and ~~forty-one~~two cents (~~\$48.41~~54.02) per hour. (~~Six-Four~~ percent [64] increase.)

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

- 4.2 Effective July 1, ~~2024~~2025, the basic shift premium will be two dollars and fifty cents (\$2.50) per hour.

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

RULE 5 – HOURS OF EMPLOYMENT

- 5.1 The principle of the forty (40) hour workweek is hereby established. No work schedule shall have less than forty (40) hours per week unless otherwise agreed upon between the employee and Employer.
- 5.2 A work period may be as follows:
- A. Five (5) consecutive, eight (8) hour days followed by two (2) consecutive days off;
 - B. Four (4), ten (10) hour days followed by three (3) days off (consecutive days off are not required).

RULE 6 – SENIORITY

- 6.1 The Employer recognizes the principle of seniority in the administration of the seniority-related provisions of the Agreement. For the purposes of layoff and recall and other seniority-related provisions contained in this Agreement, except as noted below, an FFSO seniority date shall be the employee's hiring date.
- 6.2 For the purpose of layoff and recall, an FFSO employed as of April 14, 2016, the employee's seniority date shall be the same as the employee's established anniversary date. For the purpose of vacation leave accrual, the employee's established anniversary date shall be used to calculate vacation leave accruals.
- 6.3 Except as otherwise provided in this Agreement, an employee's seniority shall terminate when the employee retires or is retired; resigns; is discharged for cause; is separated for job abandonment; fails to report to work upon recall from layoff within thirty (30) calendar

days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.

- 6.4 A seniority roster will be maintained by the Employer and available to the Union upon request.
- 6.5 Any FFSO who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the duration of employment with WSF management. After their term(s) in office or at the end of their WSF management employment, the employee may exercise their seniority by “bumping” an FFSO position.

RULE 7 – WORK RULES

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

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

- 7.2 FFSO’s recognize the need to have tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the FFSO’s chain of command, WSF department or structure. However, no task, duty, or responsibility will be assigned as a regular part of the FFSO’s job functions or become an obligation to perform such action on an ongoing basis, without the director of safety management systems or designee’s approval and direction.
- 7.3 Support of the badge credential officer shall be limited to immediate or urgent actions that do not include the production of new or replacement employee badges.

RULE 8 – PERFORMANCE EVALUATIONS

- 8.1 FFSO’s will be given performance evaluations annually. This evaluation shall be performed on or about the employee’s anniversary date.

APPENDIX C WORKFORCE DEVELOPMENT LEAD

RULE 1 – CLASSIFICATION OF WORKFORCE DEVELOPMENT LEAD

- 1.1 A Workforce Development Lead (WDL) is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work a minimum of forty (40) hours per week. If, for some reason or assignment, a WDL works at a location other than the location where the employee is regularly assigned, then the employee shall qualify for mileage in accordance with the WSDOT Travel Rules and Procedures.

RULE 2 – SELECTION AND PROBATIONARY PERIOD

- 2.1 Notwithstanding any other provision of this Agreement, the selection and hiring of WDL's shall remain the responsibility of the Employer. The Employer shall consider applicants for WDL positions covered under this Agreement from qualified internal WSF candidates. This will include employment in the operations, deck, engine, information and terminal departments. The Employer may consider qualified applicants from outside of WSF. A WDL shall be included in the hiring process for the final selection of applicants.
- 2.2 Newly hired employees shall have a twelve (12) month probationary period commencing with the employee's first day of employment. The employee's probationary period will be reviewed after six (6) months for consideration as to the probationary period ending or continuing. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- 2.3 WDL's that have completed training shall be paid ninety percent (90%) of the top wage for a regular WDL, noted in [Appendix C, Rule 4](#), until the WDL has worked six (6) months.
- 2.4 At the discretion of the Employer, nothing in this Rule will prevent the Employer from granting the top wage to an internal hire prior to completing the twelve (12) month probationary period.

RULE 3 – TRAINING

- 3.1 WDL's shall be given the opportunity for professional growth within the scope of their responsibilities. Each WDL that has completed their probationary period may be offered the opportunity to use up to five (5) days for professional growth opportunities annually. This can include, but is not limited to, seminars, workshops, etc. The goal of continuing professional growth is for the enhancement of a WDL's knowledge base. If a cost is associated with this training, the training shall be preapproved by the appropriate department supervisors and shall be funded by departmental funds, if available.
- 3.2 All WDL's shall have access to training opportunities as sponsored by WSF, WSDOT and Washington State Department of Enterprise Services. Training can be scheduled through

the employee's department. An employee's request for job-related training shall be preapproved by the appropriate department supervisors. If a cost is associated with this training, the training shall be funded by departmental funds, if available.

3.3 **Tuition Reimbursement**

- A. WDL's with more than six (6) months of service, and with preapproval by the appropriate department supervisors, may receive full or partial tuition reimbursement, consistent with agency policy and within available resources. The WDL may receive tuition reimbursement for a job-related approved seminar, or courses taken during working hours or outside of working hours taught at a university, college, community college, provided that (a) the courses and their details are approved by the Employer in advance and (b) the employee furnished proof of having satisfactorily passed the course upon its completion.
- B. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.

RULE 4 – CLASSIFICATION AND RATES OF PAY

- 4.1 Effective July 1, ~~2023~~2025, WDLs will receive a general wage increase of ~~six~~four percent (~~64~~4%). (~~\$8,4759,225.00~~)

Effective July 1, ~~2024~~2026, WDLs will receive a general wage increase of ~~five~~four percent (~~54~~4%). (~~\$8,8999,626.00~~)

RULE 5 – HOURS OF EMPLOYMENT

- 5.1 The principle of the forty (40) hour work week is hereby established. No work schedule shall have less than forty (40) hours per week unless otherwise agreed upon between the employee and Employer.
- 5.2 A work period may be as follows:
- 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. Any other work schedule as established by the Employer. Any other work schedule will be discussed with the Union prior to being implemented.

5.3 **Flexing Work Schedules**

Recognizing the WDL's are overtime exempt employees, the employee and the Union agree that due to the nature of the training program at WSF, it may be necessary, from time to time, to adjust the hours or work outside the parameters of [Rule 5.2](#) above. To accomplish this, the Employer and employee will schedule work hours to accomplish the tasks assigned to the least cost to the state when practicable. Employees may be directed

by the Employer to adjust or flex their hours prior to performing work that falls on their scheduled day off. Heretofore, hours worked that cannot be flexed within a WDL's regularly scheduled work week will be considered extra duty hours. Extra duty hours that occur on the employee's regularly scheduled days off will be paid at a minimum of eight (8) hours, and hour for hour after that. Extra duty hours are paid at one (1.0) times the base monthly salary converted to an hourly rate for this purpose.

With exception of emergent situations, all extra duty hours shall be either directly scheduled, or approved in advance by the training and credentialing manager or their designee.

Flexing start and end times, and/or scheduled days of work within the workweek shall not result in less than eighty (80) compensated hours in the two (2) week pay cycle. When the employee exceeds eighty (80) hours worked in the pay cycle, the employee may accrue exchange time consistent with [Rule 5.4](#) below. The Employer may not flex the WDL's regular work schedules or days off other than to accommodate the training schedule.

5.4 Exchange Time Provisions

- A. The Employer determines the products, services, and standards that must be met by the WDL's.
- B. The WDL's salary includes straight time for holidays.
- C. WDL's will consult with their director or designee to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with pre-approval of their director or designee, WDL's will accrue exchange time for extraordinary or excessive hours worked. Employees are eligible to accrue exchange time as measured Sunday through Saturday, as follows:
 1. After working forty-five (45) hours in a five (5) day work week (regular work week).
 2. After working thirty-six (36) hours in a four (4) day work week (work week with one [1] holiday).
 3. After working twenty-seven (27) hours in a three (3) day work week (work week with two [2] holidays).
- D. Exchange time may be accrued at straight-time to a maximum of eighty (80) hours unless approved by exception of the appointing authority or their designee. Prior to a WDL accumulating eighty (80) hours of exchange time, management will work to ensure work life balance is achieved. Exchange time shall be used prior to vacation leave unless a WDL's vacation balance is nearing the maximum accrual in accordance with [Rule 17.3](#). Exchange time has no cash value and cannot be transferred between agencies or other employees.

- E. WDL's are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

RULE 6 – SENIORITY

- 6.1 The Employer recognized the principle of seniority in the administration of the seniority-related provisions of the Agreement. For the purposes of layoff and recall and other seniority-related provisions contained in this Agreement, except as noted below, a WDL seniority date shall be the employee's appointment date to the training department.
- 6.2 For the purpose of layoff and recall, a WDL employed as of July 1, 2019, seniority date shall be the same as the employee's established anniversary date. For the purpose of vacation leave accrual, the employee's established anniversary date shall be used to calculate vacation leave accruals.
- 6.3 Except as otherwise provided in this Agreement, an employee's seniority shall terminate when the employee is retired, resigns, discharged for cause, separated for job abandonment, fails to report to work upon recall from layoff within thirty (30) calendar days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.
- 6.4 A seniority roster will be maintained by the Employer and available to the Union upon request.
- 6.5 Any WDL who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the duration of employment with WSF management. After their term(s) in office or at the end of their WSF management employment, the employee may exercise their seniority by "bumping" a WDL's position for which they are qualified.

RULE 7 – WORK RULES

- 7.1 The Employer shall furnish meals and lodging in compliance with WSDOT and Office of Financial Management per diem guidelines, when staff essential to manning and supporting operations and the EOC is required to remain on duty or called back to duty. This Rule is applicable to emergency or unplanned situations and is not applicable to regular work schedules in support of WSF operations.
- 7.2 WDL's recognize the need to have transitory tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the WDL's chain of command, but shall be within the WDL's appropriate stakeholder group. However, no task, duty, or responsibility will be assigned as a regular part of the WDL's job functions or become an obligation to perform such action on an

ongoing basis without the training and credentialing manager or designee's approval and direction.

RULE 8 – PERFORMANCE EVALUATIONS

8.1 WDL's will be given performance evaluations annually. This evaluation shall be performed on or about the employee's anniversary date. The WDL's immediate supervisor and each WDL will jointly review the position description, employee's work assignment(s) and performance for the prior twelve (12) months. This annual review will include an interview between the employee and the employee's supervisor.

8.2 The performance evaluation shall be used for the following purposes:

- A. To encourage a periodic exchange of information between the employee and supervisor regarding the employee's work assignments.
- B. To provide an opportunity for the employee to identify conditions or circumstances that impact the employee's work performance and to identify career goals.
- C. To provide a means for updating employee records with respect to the employee's performance. The Employer and the Union agree that many factors contribute to performance and that, among these, the major factors are dependability, initiative, ingenuity and quality for output, cooperation, attitude and knowledge. Further, the parties agree that it is appropriate for management's appraisal of performance to be a significant influence in decisions relating to job placement.

8.3 Annual Review Procedure

The employee will be provided a copy of the Annual Performance Evaluation containing the supervisor's comments at least forty-eight (48) hours prior to any formal discussion of its contents with the supervisor.

~~**A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES,
LABOR RELATIONS SECTION
AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION,
FERRIES DIVISION
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS**~~

~~**Watch Schedule Rotation**~~

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

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

- ~~1. All Watch Supervisor watches are bid in December of each year and take effect at the start of winter schedule as described in Rule 12 of the CBA. These watches are for a twelve (12) month period. Watch Supervisors that mutually agree to change watches with one another shall be allowed to do so.~~
- ~~2. Any agreed upon watch change will be printed and signed by both employees, the Director of Operations, and the Union Representative. The agreed upon change in watches shall be for a defined time period and may not be altered or changed until the agreed time period has elapsed.~~

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

_____/s/	6/7/2016	_____/s/	6/7/2016
Lynne Griffith	Date	Susan Moriarty	Date
WSF/DOT		MEBA	
_____/s/	6/7/2016	_____/s/	6/7/2016
Tim Saffle	Date	Jerry Holder	Date
MM&P		OFM/SHR/LRS	

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

This Memorandum of Understanding (MOU) by and between The Washington State Department of Transportation, Ferries Division (WSF), The International Organization of Masters, Mates and Pilots (MM&P) and The State of Washington, Office of Financial Management, Labor Relations Section (Employer) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the MM&P which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to but not limited to, information requests, status reports, and voluntary deductions reporting as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

(3) Category 3 – Confidential Information

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

- a. Personal information as defined in [RCW 42.56.590](#) and RCW 19.255.010.
- b. Information about public employees as defined in [RCW 42.56.250](#).
- c. Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#) (9).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in [RCW 42.56.420](#).

(4) Category 4 – Confidential Information Requiring Special Handling

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

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

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

~~**MOU Safety and Health**~~

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

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

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

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

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

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

**DB. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS**

Medical Flexible Spending Arrangement Work Group

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

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

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the ~~two~~three-hundred ~~fifty~~ dollar (~~\$300~~250) benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.
7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, 202~~7~~5.

F. 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 INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS:~~
~~WATCH CENTER SUPERVISORS, MATES/PILOTS, AND MASTERS/PILOTS~~
LEAVE WITH PAY IN RESPONSE TO EMERGENCY PROCLAMATION 23-05

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

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

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

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

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

Dated: August 31, 2023

For the Employer:

For the Union:

/s/

/s/

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

Captain Dan Twohig, Vice President
MM&P