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# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**INLANDBOATMEN'S UNION OF THE PACIFIC**

**EFFECTIVE**

**JULY 1, 2017 THROUGH JUNE 30, 2019**



**2017-2019**

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**INLANDBOATMEN’S UNION OF THE PACIFIC  
2017-19**

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## **PREAMBLE**

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

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





## **RULE 1 – DEFINITIONS**

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

**1.01 Agreement**

The term “Agreement” shall refer to the present contract, of which this section is a part, as it presently exists between the Employer and the Union.

**1.02 Employee**

The term “employee” includes all persons in the service of the Employer classified in this Agreement.

**1.03 Employer**

The term “Employer” means the State of Washington.

**1.04 Union**

The term “Union” means the Inlandboatmen’s Union of the Pacific, Marine Division of the International Longshore and Warehouse Union.

**1.05 Parties**

The term “Parties” means the Employer and the Union.

**1.06 Termination**

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

**1.07 Inclement**

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

**1.08 Demotion**

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

**1.09 Promotion**

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

**1.10 Extra Service Vessel**

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

**1.11 Year Round Positions**

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

**1.12 Temporary Position**

The term “temporary position” or “temporary assignment” is any position and/or assignment which is not defined as a year round position or assignment.

**1.13 Year Round Employee**

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

**1.14 Relief Employee**

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

**1.15 Part-Time Employee**

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

**1.16 On-Call Employee**

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

**1.17 Touring Watch**

A “touring watch” is a watch to which the employee is assigned where he/she is on duty for two (2) successive work shifts not to exceed a total of sixteen (16) working hours separated by a minimum of six (6) hours off between watches during a maximum period of twenty-seven (27) hours. The overtime provisions of this Agreement shall apply if these watches are varied.

**1.18 Able Bodied Seaman**

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

**1.19 Working Able Seaman Bos'n**

The term "working able seaman bos'n" shall refer to the foreman of the vessel's deck crew, who shall have the same work duties and responsibilities as are assigned to able seamen, in addition to that of a foreman.

**1.20 Work Week**

The term "work week" shall be seven (7) consecutive days.

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

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

**1.22 Lay-Up**

The term "lay-up" shall mean any vessel not on an assigned route or designated as an extra service vessel.

**1.23 Penalty Pay**

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

**1.24 Terminal Shift Change**

The term "shift change" shall mean all shift changes by one (1) hour or more and/or the employee's scheduled days off are changed. If either occurs, all shifts will be opened for bid at that terminal. Sunday schedules may prevail on holidays without constituting a shift change.

**1.25 Pay Period**

The term "pay period" denotes compensation earned during the first (1st) day through the fifteenth (15th) day of each calendar month, or compensation earned during the sixteenth (16th) day through the last day of each calendar month. There shall be twenty-four (24) pay periods in each calendar year.

**1.26 Continuous Employment**

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

**1.27 Spouse**

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

**1.28 Compensatory Time Accrual Caps**

Deck employees may accrue a maximum of four hundred (400) hours of compensatory time for overtime hours worked. Employees may also accrue a maximum of four hundred (400) hours of compensatory time for hours worked on a holiday. Consistent with other provisions of this agreement, employees shall be paid in cash for any hours that exceed a four hundred (400) hour cap.

Terminal and Information Department employees may accrue a maximum total of two hundred forty (240) hours of compensatory time for overtime and/or holiday hours worked.

**1.29 Mileage**

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

**1.30 Floating Crew**

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

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

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

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

**1.31 Disability**

Disability is defined as in federal and state law.

**1.32 OS Exempt**

Deck Department employees that are unable to be SCBA fit tested due to documented medical reasons, shall be exempt from donning a SCBA.

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**

**2.01** The Employer recognizes the Union as the representative of all employees as classified herein and the sole collective bargaining agency for the purpose of acting for the employees in negotiating and interpreting the Agreement and adjusting disputes.

### **RULE 3 – UNION SECURITY**

\*This Article has been modified by an [MOU](#) effective August 7, 2018\*

- 3.01** The Employer shall, when provided with written authorization by an employee covered by this agreement, deduct from salary payments the uniform membership dues, initiation fee, or fees, and transmit all dues and fees to the Union.
- 3.02** The Union and employees agree to indemnify, defend and hold the Employer harmless from any claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any check-off of dues or fees for the Union.
- 3.03** The Employer shall honor the terms and conditions of each worker's signed membership card and signed dues authorization. An employee may cancel his or her payroll deduction of dues/fees by written notice to payroll and the Union, consistent with the terms and conditions of each worker's signed membership card and signed dues authorization.

### **RULE 4 – MANAGEMENT RIGHTS**

- 4.01** Subject to the specific terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to the following: the right to adopt regulations regarding the appearance, dress, conduct of its employees, and 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. The Union reserves the right to intercede on behalf of any employee who feels aggrieved because of the exercise of this right and to process a grievance in accordance with [Rule 14, Grievance Procedure](#). The existence of this clause shall not preclude the resolution of any such grievance on its merits.

### **RULE 5 – NON-DISCRIMINATION**

- 5.01** The Parties will not discriminate against any employee for activity, or lack thereof, on behalf of or membership in the Union. Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, creed, sex, age, color, veteran status or national origin, in a manner which is in violation of applicable state or federal laws. This non-discriminatory policy shall be applicable to upgrading, demotions or transfer, layoff or termination, rates of pay or forms of compensation, recruitment or advertising, and selection for training, including apprenticeship.
- 5.02** Where the masculine or feminine gender has been used in any job classification or in any provision in this Agreement it is used solely for the purposes of illustration and shall not in any way be used to designate the sex or the employee eligible for the position or the benefits of any other provisions.

**5.03** The Employer and the Union agree that harassment of any nature is strictly prohibited. Processing of sexual harassment complaints shall be in accordance with applicable Department of Transportation (DOT) policies and procedures.

**5.04** If an IBU bargaining unit employee asks for an accommodation or Washington State Ferries (WSF) determines an employee is not capable of performing the essential functions of the employee's job, with or without reasonable accommodation, WSF shall evaluate open positions in the ferry system to determine if such a position could be performed by the employee.

**5.05** The employee will be allowed to transfer to an open position the employee can perform. WSF and the IBU shall meet to discuss any contractual barriers (i.e. seniority), to the employee's transfer.

## **RULE 6 – SCOPE**

**6.01** This Agreement shall apply to all unlicensed employees assigned to the Deck, Terminal, Information Department and Shoreside maintenance who are employed at the Department of Transportation's Washington State Ferries (WSF) and shall apply to all vessels and facilities of the WSF engaged in the transportation of passengers, automobiles, and freight on Puget Sound and adjacent inland waters, the Straits of Juan de Fuca, and the waters adjacent to the San Juan Islands and ports in British Columbia.

**6.02** The Parties agree that the provisions of this Agreement constitute the complete agreement between the Parties. Any letter or memorandum of understanding (MOU) applicable to the Parties shall be listed in the Appendix of this Agreement (Appendix "F") as a letter or MOU that is in effect for the term of this agreement or a term specifically 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 memorandum of understanding not to exceed the term of the Agreement. Also, it is expressly understood and agreed upon that no term or provision of this Agreement may be amended, modified, changed, or altered except by a written agreement executed by the Parties. This clause does not constitute a waiver by either party of its duty to bargain pursuant to [RCW 47.64](#).

## **RULE 7 – CREW REQUIREMENTS**

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

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

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

<b>Jumbo Mark I Class</b>	
4 AB	
3 OS	

<b>Jumbo Mark II Class</b>	
4 AB	
4 OS	

<b>Olympic Class</b>	
Full COI >768 pax	<768 pax
5 AB	4 AB
4 OS	3 OS

- When carrying more than 768 passengers operating on the Bremerton/Seattle run, and/or the sun deck is open to passengers, in addition to the mate/first class pilot, a licensed mate shall also be carried, and the number of ordinary seaman may be reduced to three.
- When carrying less than 768 passengers operating on the Bremerton/Seattle run, and the sun deck is closed to passengers, in addition to the mate/first class pilot, a licensed mate shall also be carried in lieu of an ordinary seaman.

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

- Reduction only on: Point Defiance – Tahlequah; Fauntleroy-Vashon-Southworth; Mukilteo-Clinton

<b>Sealth</b>	
Full COI	< 300 pax
4 AB	4 AB
2 OS	1 OS

- Reduction only on: Point Defiance – Tahlequah; Fauntleroy-Vashon-Southworth; Mukilteo-Clinton

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

- Reduction only on: Point Defiance – Tahlequah; Fauntleroy-Vashon-Southworth; Mukilteo-Clinton

<b>Kwa-di Tabil Class</b>	
Full COI	< 385 pax
4 AB	4 AB
3 OS	1 OS

Notes:

1. When making repositioning movements from one terminal to another, or transiting to refueling sites, or conducting sea trials, provided no passengers are on board, the deck crew may be reduced to:
  - 3 AB and 2 OS (Jumbo Mark II, Jumbo Mark I, Super)
  - 2 AB and 1 OS (Issaquah, Evergreen State, Kwa-de Tabil, Olympic)
2. When making repositioning movements from one berth to another at the same terminal, provided no passengers are on board, the deck manning may be reduced to 2 AB.

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

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

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

- A. When, at the employer's discretion, the employer elects to man a vessel at a higher level than required by the graduated COI passenger level, because the vessel normally operates with less than a level of three hundred (300)



(three hundred [300] and/or four hundred and fifty [450] in SJI) passengers, and a vacancy occurs reducing the manning to the graduated manning level allowed by the Coast Guard, for example if WSF crews a vessel at four (4) AB's & two (2) OS's and that vessel regularly sails with less than three hundred (300) passengers WSF will not have to pay short crew if one (1) OS is absent;

Rule 7.04 Short Crew will not apply:

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

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

**7.06** Each season, one (1) member of each crew on all auto carrying vessels shall be designated by seniority as a working Able Seaman Bos'n and one (1) member of each crew on all auto carrying vessels shall be designated as the Quarter Master by seniority. A senior employee who rejects a Bos'n or Quarter Master position may not serve in the position for the rest of the season except in the absence of the regular Bos'n or Quarter Master. In the absence of a regular Bos'n or Quarter Master of thirty (30) days or less the position will be filled by the most senior employee on a daily basis. A designated Bos'n or Quarter Master may not switch positions in case of an absence. If no crew members accept the positions the Master shall assign the Bos'n and Quarter Master position at his/her discretion. Should said employee accept employment out of the bargaining unit of more than one thousand eighty (1,080) compensated hours in a calendar year, the employee, upon returning to the bargaining unit, shall not be designated Able Seaman Bos'n during that calendar year, except on vessels with only two (2) AB's. If the Bos'n or Quarter Master position becomes vacant due to a documented extended leave of thirty-one (31) days or more the Bos'n or Quarter Master position will be filled by one of the regular crew members on the watch for the remainder of the season. Any resulting AB vacancy shall be filled by an extended temporary bid.

**7.07** The wage rates contained in this Agreement for Able Seaman apply to employees occupying Able Seaman positions aboard and holding U.S. Merchant Mariners documents endorsed as Able Seaman (eighteen [18] months minimum), and to employees occupying Ordinary Seaman positions with ten (10) years or more of

service with WSF, and who cannot obtain AB endorsements due to physical reasons. Employees in the latter group shall provide the Employer with official evidence from the United States Coast Guard (USCG) of their inability, due to physical reasons, to secure the AB endorsements.

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

## **RULE 8 – HEALTH AND SAFETY**

**8.01** The health and safety of employees shall be reasonably protected. The Employer agrees that on all vessels where touring watches are in effect requiring the crew to sleep aboard between shifts the Employer shall furnish sheets, pillow slips, mattresses and blankets to insure sanitary and healthful conditions. The Employer agrees to establish linen lockers aboard each vessel. Linen lockers will be stocked and maintained with adequate mattresses, pillows, pillow slips, sheets and blankets as necessary to insure sanitary and healthful conditions. The Terminal Supervisor will be responsible for the assignment of linens and blankets to each vessel and crew. Soiled linens and blankets shall be returned by the employees who use them, in exchange for clean linens and blankets.

**8.02** The Employer shall furnish sleeping quarters when Deck Department employees are required to stay aboard vessels where touring watches are in effect, or when employees, including terminal relief employees, find it necessary to sleep aboard the vessel prior to returning to work. Other Terminal employees may be provided sleeping quarters on board the vessel, on a space available basis, and Rule 8.03 does not apply.

**8.03** When the Employer is unable to provide sufficient number(s) or adequate sleeping quarters, which are reasonably quiet, equipped to provide hot and cold running water, adequate heating, ventilation and lighting aboard the vessel, the Employer, subject to prior notification and approval by the duty officer or their designee, shall provide sleeping quarter(s) ashore or reimburse the effected employee(s) actual expenses upon receipt.

**8.04** For employees staffing the Information Department, the Employer will continue to provide no less individual work space than employees have as of November 18, 1986. Adequate heating, ventilation and air conditioning for Information Department employees shall be maintained in a reasonable manner. Work space heating, ventilation and air conditioning facilities, as of November 18, 1986, are deemed to be adequate.

**8.05** The Employer will reimburse employees for possessions lost, not to exceed six hundred dollars (\$600.00) which resulted from unprovoked assault, theft, robbery or fire that occurred during the course of their work, provided possessions were

properly stored. The employee must provide the Employer with an itemized list of such articles, including replacement value. The Employer will pay the employee the employee's regular straight-time rate of pay, including all fringe benefits, less the applicable temporary disability compensation paid by the State of Washington under the Worker's Compensation Statute or the applicable maintenance and cure provisions as provided under the Jones Act and [Rules 21](#) and [25](#) of this Agreement. Such payments shall continue only for the period of time that the employee is considered unfit for duty and such disability is a result of any unprovoked assault, or robbery that occurred during the course of work while on duty.

- 8.06** Deck and Terminal air conditioning and air supply systems, filters and duct work shall be cleaned as needed or as scheduled by maintenance.

### **RULE 9 – MEAL DISCOUNT**

- 9.01** The charge for meals purchased on board the ferries, while on duty or while going to and from duty, by all employees covered under this Agreement, shall be at one-half (1/2) the normal retail price of such meal, rounded upward to the nearest cent. This provision shall apply only to the first thirty dollars (\$30.00) in retail price meal purchases per employee per day. This Rule only applies to vessels that provide food service and such service is open to the public.
- 9.02** Employees purchasing meals at a discount shall be required to sign sales slips when served.
- 9.03** Shoreside employees working on vessels on the run shall be allowed the same food discount afforded crew members.

### **RULE 10 – MINIMUM MONTHLY PAY AND OVERTIME**

\*This Rule has been amended by an [MOU](#) effective September 2, 2018\*

- 10.01** All overtime worked by an employee will be paid at one and one-half (1 ½) times the employee's straight-time rate of pay. Actual time will be reported but overtime will be paid in the following six (6) minute increments based on the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first (1<sup>st</sup>) hour. For time worked in excess of one (1) hour, overtime will be paid at one and one-half (1 ½) the employee's straight-time rate of pay, in one (1) hour increments.

An employee who wishes to be called for overtime on his/her regularly scheduled day(s) off will advise Dispatch in writing and will be placed on the overtime availability list. Employees will be dispatched by OS seniority from the overtime availability list, starting with the most senior employee. Employees may limit the routes or hours they will work using the Overtime Route Preference sheet. Once

an employee has been dispatched for an overtime opportunity, his/her name will be checked off for that work period. At the beginning of each work period, Dispatch will return to the top of the overtime availability list and will repeat the process set forth.

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

Year round employees in the Terminal and Information Departments, who are called in to work on a scheduled day off, or after completing a scheduled shift and been released, and have a minimum of forty (40) non-overtime compensated hours in the work period will be compensated at the overtime rate of pay. In addition, they will receive four (4) hours of pay at the employees seasonally assigned job classification straight-time rate of pay regardless of the length of the overtime shift or the hours actually worked.

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

**On-Call Employees**

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

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

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

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

- A. All hours above eighty (80) at overtime rate of time and a half (1 ½); and
- B. Four (4) hours call back at straight-time rate.

EXAMPLE: Employee has worked eighty (80) hours in a work period. Employee is called into work for eight (8) hours of work. The employee receives eight (8) hours at time and a half (1 ½) of their straight-time rate. Employee receives four (4) hours call back at their straight-time rate.

**Relief Employees**

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

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

EXAMPLE: Employee has worked seventy-six (76) hours in a work period. Employee is called into work on their scheduled “free day” for eight (8) hours of work. The employee receives four (4) hours straight pay and four (4) hours pay at time and a half ( 1 ½) of their straight-time rate. Employee receives four (4) hours call back at their straight-time rate.

The first (1st) scheduled shift shall be paid at the straight-time rate; the second (2nd) shift shall be at the overtime rate; the third (3rd) shall be at two and one-half (2 ½) times the straight-time rate, unless the employee has had a minimum of a six (6) hour break preceding the third (3rd) shift excluding travel time. Sixteen (16) hours including uncompensated time off between work shifts shall constitute the first (1st) and second (2nd) shift.

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

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

All call-outs exceeding four (4) hours shall be paid a minimum of eight (8) hours pay at the overtime rate.

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

**10.06** Employees called back to work after completing a scheduled shift and released prior to starting their next scheduled shift shall be paid at the overtime rate, with a minimum of eight (8) hours and four (4) hours call back.

**10.07** An employee may refuse call back assignments on scheduled days off or scheduled vacation and shall not be disciplined for refusing said assignments. The Employer has the right to require an employee to work overtime if no other qualified employee is available or if vessel manning requirements cannot be fulfilled in a timely manner. The Employer must make direct contact with the employee for an assignment under this Rule. When called out under this Rule the employee is guaranteed a minimum of eight (8) hours pay at the overtime rate plus travel time and mileage. The employee may also elect to take an additional day off, excluding holidays, within forty-five (45) days of the initial call out. The additional day off may be taken as vacation, compensatory time, or a substitute day (Leave Without Pay). This substitute day (Leave Without Pay) is only applicable to this Rule and its application under this Rule will not be used as evidence in any grievance or Unfair Labor Practice (ULP).

**10.08** Employees called back to work on their scheduled assigned days off will receive a minimum of eight (8) hours pay at the overtime rate. This section shall not apply to part-time employees.

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

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

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

## **RULE 11 – PASSES**

**11.01** The Employer shall, upon application, issue, to any employee continuously employed for at least six (6) months, annual passes authorizing free passage for the employee and the employee's spouse and dependents, as well as for the employee's motor vehicle and tow on all vessels of the Employer.

**11.02** The Employer shall, upon application, issue to any employee continuously employed for at least two (2) years an additional vehicle pass authorizing free vehicle passage for the employee's spouse on all vessels of the Employer.

**11.03** 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.

**11.04** 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.

**11.05** 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. Nothing contained in this Section shall be construed as applying to any employee engaged in traveling to or from work with the Employer.

**11.06** 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.

**11.07** Any employee, employee's spouse or the employee's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to a three (3) month suspension of all non-work pass privileges for a first (1<sup>st</sup>) offense, a one (1) year suspension of all non-work pass privileges for a second (2<sup>nd</sup>) offense and permanent revocation of all pass privileges for a third (3<sup>rd</sup>) offense. On first (1<sup>st</sup>) and second (2<sup>nd</sup>) offenses employees will give up their employee pass and receive a work only pass for the duration of their pass suspension. The Employer shall publish and provide to the employees and the Union a copy of the rules, regulations and policies concerning pass usage.

## **RULE 12 – VISITATION**

**12.01** Upon prior notification, authorized representatives of the Union shall be allowed to go on the Employer's property and on board vessels covered by this Agreement. The Employer will issue each duly accredited representative a pass for such visits to include vehicles.

**12.02** It is not the intent of this Rule to circumvent the provisions of [Rule 11](#).

## **RULE 13 – STRIKES, WORK STOPPAGES AND LOCKOUTS**

**13.01** Pursuant to [RCW 47.64](#), there shall be no strike, lockouts or work stoppages at any time. Rather, any dispute arising between the Parties will be resolved according to the provisions contained within the Labor Agreement and/or [RCW 47.64](#).

## **RULE 14 – GRIEVANCE PROCEDURE**

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

### **14.02 Terms and Requirements**

A. Grievance Definition

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

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 Rule [14.03 A](#), below, will result in automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this Grievance Procedure may be submitted to the arbitrator for his or her determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.



E. Contents

The written grievance should include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date the incident occurred;
3. The specific rule and/or section of the Agreement violated;
4. The specific remedy requested;
5. The name of the grievant or description of the group; and
6. The name and signature of the Union representative.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Consolidation

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

K. Bypass

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

L. Discipline

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

M. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the Parties may use alternative methods to resolve a non-disciplinary grievance. If the

Parties agree to use alternative methods, the time frames in this 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.

### **14.03 Filing and Processing**

#### A. Filing

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

#### B. Processing

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

If the issue is not resolved informally, the Union may present a written grievance to the Director of Operations or designee with a copy to the WSDOT ferries division Labor Relations Office at [laborrelations@wsdot.wa.gov](mailto:laborrelations@wsdot.wa.gov) within the thirty (30) day period described above. The Director of Operations or designee will meet or confer by telephone with the Union representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within twenty (20) days after the meeting.

##### **Step 2 – Pre-Arbitration Review Meetings:**

If the grievance is not resolved at Step 1, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM State Human Resources Labor Relations Section (LRS) representative at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) with a copy to the agency's Human Resource Office within fifteen (15) days of the Step 1 decision. Within fifteen (15) days of the receipt of this information, the LRS representative or designee will discuss with the Union:

1. If a pre-arbitration review meeting will be 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 pre-arbitration review meeting will be scheduled.

Within fifteen (15) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time. The LRS will notify the Union, in writing, of the results

within ten (10) days of the conclusion of the pre-arbitration review meeting.

**Step 3 – Arbitration:**

If the grievance is not resolved at Step 2, or the LRS representative or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS), or with the Public Employment Relations Commission (PERC) within fifteen (15) days of the Union's receipt of the written notification of results of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled. Once the dispute has been referred to arbitration with either the FMCS or the PERC, the Parties will mutually request that a settlement conference be conducted by the PERC. If the PERC is unable or unwilling to conduct a settlement conference then the Parties will mutually request that a mediator be appointed by the Regional Director of the FMCS.

C. Selecting an Arbitrator

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

This will apply to the first five (5) grievances filed after July 1, 2017. The next five (5) grievances not resolved at Step 2, in which the Union seeks arbitration to settle the dispute, the Employer will select either the FMCS or PERC. This approach will continue with the Union selecting between FMCS or the PERC on the next five (5) consecutive grievances, followed by the Employer selecting on the next five (5) grievances, unresolved at Step 2 and the Union desires to proceed to arbitration. Grievances settled between the Parties, prior to an arbitration award, will not count as one of the five (5) selections by either party.

The method described above will continue until July 1, 2018 at which time the alternating process will begin again with the Union selection of the first five (5) grievances followed by the Employer and continue until June 30, 2019.

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 his or her decision to the grievance issue(s) set forth in the original written grievance unless the Parties agree to modify it;
    - c. Not have the authority to order the Employer to modify his or her staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement.
  2. The arbitrator will hear evidence and arguments on and decide issues of arbitrability before the first (1st) 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 (1st) day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the Parties.
  3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant (s).
- E. Arbitration Costs
  1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the Parties.
  2. If the arbitration hearing is postponed or canceled at the request of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the Parties.
  3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.
  4. Each party is responsible for the costs of its representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union representative.

#### **14.04 Successor Clause**

Grievances filed during the term of the 2015-2017 Agreement will be processed to completion in accordance with the provisions of the 2015-2017 Agreement.

#### **14.05 Union Stewards**

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

Union Stewards will be allowed to investigate grievances during their normal work day provided no necessary and required work is interrupted by the Steward's absence and the Steward's supervisor has given the Steward prior approval to engage in such activity.

### **RULE 15 – JOINT LABOR-RELATIONS COMMITTEE**

**15.01** The Committee shall consist of not more than ten (10) members. Five (5) will be Union members of which three (3) shall be eligible to vote, and two (2) of these members will be Union Officials, and five (5) members will represent the Employer of which three (3) shall be eligible to vote. Additionally, there may be one (1) alternate designated by and on behalf of each Party. Alternate members may attend all meetings but may not act as Committee member except when replacing a standing member.

By mutual agreement, the Committee may invite other individuals (e.g. subject matter experts) to attend and participate in Committee meetings. Each Party may authorize not more than two (2) observers for any Committee meeting, provided that such observers are subject to compliance with all terms of this Rule. The Committee may also agree to exclude observers at any time. Meetings will be co-chaired alternately by a WSF designee and a Union Representative who shall be designated by the Regional Director of the Inlandboatmen's Union of the Pacific. A recording secretary may be provided for purposes of preparing minutes of Committee meetings, but no verbatim recordings of the Committee meetings may be made.

**15.02** Unless otherwise mutually agreed, each party may submit no more than two (2) issues to be placed on the agenda for each meeting. Unless waived by mutual agreement, agenda items are to be submitted to the Chair at least three (3) working days before the next scheduled meeting. The Chair will compile a complete agenda to be prepared and available to all members at least one (1) work day prior to each meeting. The agenda will include a brief description of each item to be discussed. Topics not on the agenda will not normally be discussed, but may be placed on the following meeting's agenda. Emergency items may be added to the agenda by mutual consent. Discussion of agenda items will be alternated. Topics of each meeting will be recorded as they are discussed. Committee recommendations on any subject may be adopted by affirmative vote,

upon the motion of any Committee member. Motions to adopt recommendations must include the verbatim text of the recommendation under consideration.

**15.03** WSF will be responsible for paying wages of participating IBU members on the JLRC. Employees will be paid eight (8) hours at the straight-time rate of pay. The Committee shall meet at reasonable times and places as mutually agreed, but shall make every effort to meet not less than once every three (3) months. Meetings will be limited to no more than four (4) hours in duration, unless otherwise agreed. Meetings will be held in state facilities or in other mutually agreed upon facilities which may be available at no cost to the Parties. Every attempt will be made to adhere to the meeting schedule, realizing that some flexibility is necessary.

The Committee shall have no power to contravene any provision of the Parties' Labor Agreement, to enter into any agreements binding the Parties, or to resolve issues or disputes surrounding the implementation or interpretation of the Parties' Labor Agreement. Matters requiring contract modification shall not be implemented until a written agreement has been executed. The Committee shall forward written recommendations on modifications to the Labor Agreement to the IBU, PSR Regional Director and the WSF Director. Recommendations made by the Committee will be considered during contract negotiations. However, should the Committee reach mutual agreement on recommendations affecting contract provisions prior to July 1, 1997 the Parties recognize that a letter of agreement must be negotiated and ratified. The Committee will convene its review at the earliest mutually agreed upon date following the adoption of this Rule.

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

## **RULE 16 – EMERGENCY SERVICE**

**16.01** Maritime Emergency Service such as collisions, breakdown, stranding, rendering aid to another vessel, shall not be considered overtime. The additional hours shall be paid for only at the straight-time rate of pay. This provision shall relate only to the crew on watch at the time of the emergency.

**16.02** For the purpose of this Agreement the term breakdown shall include the total time required to remedy the problem(s) on a daily basis which caused the breakdown

up to the time when the affected crew members, individually or collectively, can be relieved at their assigned Terminal.

**RULE 17 – CLASSIFICATIONS AND RATE OF PAY**

**17.01 Wages**

Effective July 1, 2017, the wage rates for each classification represented by the Union, shall be increased by four percent (4.0%).

The July 1, 2017 wage rates are:

<u>POSITION</u>	<u>7/1/17</u>
AB*	28.67
AB RELIEF	34.40
AB-BOS'N and AB-QUARTERMASTER	30.19
AB RELIEF WORKING	
BOS'N/QUARTERMASTER	36.23
OS and OS-EXEMPT	24.77
OS RELIEF	29.72
AUTO TICKET SELLER	27.36
PURSER	27.36
PASSENGER TICKET SELLER	27.36
AUTO TICKET TAKER	24.53
PASSENGER TICKET TAKER	24.53
TERMINAL WATCH/ATTENDANT	23.48
WEB INFORMATION AGENT**	27.69
INFORMATION AGENT	25.54
SHORE GANG FOREMAN**	34.03
SHORE GANG LEADMAN	32.34
SHORE GANG	30.59

\*Effective July 1, 2017, the above position of AB shall be increased an additional one dollar and twenty-one cents (\$1.21). The percentage differences above between the AB, AB Bos'n, AB Quarter Master and Shoregang classification shall be maintained.

\*\*Effective July 1, 2017, the above positions of, Web Information Agent and Shore Gang Foreman shall increase one (1) dollar (\$1.00).

Entry Level Rates (Deck and Terminal Employees who have worked less than five thousand two hundred (5,200) straight-time hours/Information Department employees four thousand one hundred sixty (4,160) straight-time hours)

<u>POSITION</u>	<u>7/1/17</u>
OS and OS-EXEMPT	21.05
AUTO TICKET TAKER	20.86
PASSENGER TICKET TAKER	20.86

TERMINAL WATCHMAN	20.02
TERMINAL ATTENDANT	20.02
WEB INFORMATION AGENT	23.92
INFORMATION AGENT	22.05
TERMINAL TICKET SELLER	23.29
PASSENGER TICKET SELLER	23.29

On-call deck and terminal employees that have completed their probation of one thousand forty (1040) hours and have worked less than five thousand two hundred (5200) hours, and successfully bid a year round position, or temporary position shall be compensated at the full-time rate of pay for that job classification. If the employee returns to on-call status prior to working five thousand two hundred (5200) hours, they shall again be compensated at the entry level rate of pay.

Information Department employees that have completed their probation of one thousand forty (1040) hours and have worked less than four thousand one hundred sixty (4160) hours, and successfully bid a year round position, or temporary position shall be compensated at the full-time rate of pay for that job classification. If the employee returns to on-call status prior to working four thousand one hundred sixty (4160) hours, they shall again be compensated at the entry level rate of pay.

**17.02** Effective July 1, 2018, the wage rates for each classification represented by the Union, with the exception of entry level rates, shall be increased by one percent (1.0%).

The July 1, 2018 wage rates are:

<u>POSITION</u>	<u>7/1/18</u>
AB*	30.02
AB RELIEF	36.02
AB-BOS'N and AB-QUARTERMASTER	31.61
AB RELIEF WORKING	
BOS'N/QUARTERMASTER	37.94
OS and OS-EXEMPT	25.02
OS RELIEF	30.02
AUTO TICKET SELLER	27.63
PURSER	27.63
PASSENGER TICKET SELLER	27.63
AUTO TICKET TAKER	24.78
PASSENGER TICKET TAKER	24.78
TERMINAL WATCH/ATTENDANT	23.71
WEB INFORMATION AGENT	27.97
INFORMATION AGENT	25.80
SHORE GANG FOREMAN	35.63
SHORE GANG LEADMAN	33.86
SHORE GANG	32.03



\*Effective July 1, 2018, the above position of AB shall be increased an additional one dollar and twenty-one cents (\$1.21). The percentage differences above the AB and the AB Bos'n and AB Quarter Master shall be maintained.

Entry Level Rates (Deck and Terminal Employees who have worked less than five thousand two hundred (5,200) straight-time hours/Information Department employees four thousand one hundred sixty (4,160) straight-time hours)

<u>POSITION</u>	<u>7/1/18</u>
OS and OS-EXEMPT	21.26
AUTO TICKET TAKER	21.07
PASSENGER TICKET TAKER	21.07
TERMINAL WATCHMAN	20.22
TERMINAL ATTENDANT	20.22
WEB INFORMATION AGENT	24.16
INFORMATION AGENT	22.27
TERMINAL TICKET SELLER	23.52
PASSENGER TICKET SELLER	23.52

On-call deck and terminal employees that have completed their probation of one thousand forty (1040) hours and have worked less than five thousand two hundred (5200) hours, and successfully bid a year round position, or temporary position shall be compensated at the full-time regular rate of pay for that job classification. If the employee returned to on-call status prior to working five thousand two hundred (5200) hours, they shall again be compensated at the entry level rate of pay.

Information Department employees that have completed their probation of one thousand forty (1040) hours and have worked less than four thousand one hundred sixty (4160) hours, and successfully bid a year round position, or temporary position shall be compensated at the full-time rate of pay for that job classification. If the employee returns to on-call status prior to working four thousand one hundred sixty (4160) hours, they shall again be compensated at the entry level rate of pay.

**17.03 Penny Rounding Differences**

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

**17.04** The use of the following power tools entitles the user to one dollar (\$1.00) per straight-time hour increments: chipping hammers, scrapers, wire brushes, spray

painting equipment, jitterbugs, and deck grinders. The increment for overtime hours will be two dollars (\$2.00) per hour.

**17.05** The Parties acknowledge that Arbitrator Beck in September 2007 awarded increases of 4.2% and 4.2% as part of an interest arbitration award. The Parties also acknowledge that award was not included in the governor's budget pursuant to state law and the Parties subsequently agreed to a Collective Bargaining Agreement that did not include those increases.

## **RULE 18 – VACATIONS**

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

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

6 months	9 years
6 working days	22 working days
7 months	11 years
7 working days	23 working days
8 months	13 years
8 working days	24 working days
9 months	14 years
9 working days	25 working days
10 months	16 years
10 working days	26 working days
11 months	18 years
11 working days	28 working days
12 months	20 years
12 working days	29 working days
2 years	22 years
13 working days	30 working days
3 years	24 years
15 working days	31 working days
4 years	26 years
17 working days	32 working days
5 years	28 years
20 working days	33 working days
7 years	30 years
21 working days	34 working days

### **18.03 Vacation and Compensatory Time Pre-Scheduling Process – Deck Employees Only**

- A. Vacation pre-scheduling will commence no later than October 1<sup>st</sup> for the succeeding year, at which time each employee will be sent vacation request forms. Employees with five (5) or more years of service shall use the forty (40) hour block vacation request form to select a “minimum” of one hundred twenty (120) hours, in “segments” of forty (40) hours or two (2) “segments” of forty (40) hours and a maximum of five (5) single days, of available vacation leave during the time period of the first work period of January through the last work period of December, based on a three hundred sixty five (365) day calendar from which employees pick consecutive forty (40) hour segments which may or may not coincide with their days off. To qualify for single vacation day selections employees with:
1. One (1) to four (4) years of services must have been awarded a minimum of forty (40) hours of vacation during the selection process.

In the event an employee’s days off fall within the guaranteed vacation segment, then the employee’s days off will move forward to ensure that the employee has fully used the required segment of vacation leave. At least two (2) weeks prior to the selected vacation blocks(s), Relief (AB and OS) and on-calls may choose to schedule their forty (40) hour vacation segments to coincide with their free days or from Sunday to Saturday of the week selected. At least two (2) weeks prior to the selected vacation blocks(s), employees assigned to a watch may choose to schedule their forty (40) hour vacation segments to coincide with the assigned watch’s scheduled days off or from Sunday to Saturday of the week selected. (On the vacation bid form employees will have a check box to indicate their preference). All vacation requests must be in to the Employer by October 15th.

#### **Vacation Scheduling Committee**

- B. Vacations shall be taken in accordance with the schedule prepared by the Vacation Scheduling Committee (VSC), which shall meet annually to prepare a schedule for the next calendar year.
- C. Vacations will be scheduled by date of hire seniority fleet-wide.
- D. Vacation scheduling will begin by October 1<sup>st</sup> and will be completed by October 15<sup>th</sup> of each year. Following completion, results will be sent to the employee’s home and a copy to all terminals.
- E. Compensation for the Vacation Scheduling Committee  
For the first year the VSC shall consist of not less than five (5) representatives of the Union. There after the VSC shall consist of not less than three (3) representatives of the Union. Each member of the Committee shall be paid, by the Employer, up to five (5) full days’ pay at the employer’s straight-time rate when performing Committee duties.

Travel time shall be paid on an hour-by-hour basis, only if the travel occurs outside the eight hour work shift. Mileage will be calculated based on MapQuest.

By October 25<sup>th</sup>, the VSC will post the employee's initial vacation request results.

Employee challenges to the posted vacation schedule must be submitted to Bid Administrator within five (5) calendar days of the posting of the vacation schedules.

After this date all unused summer schedule forty (40) hour vacation segments will be closed. Unused non summer schedule forty (40) hour vacation segments will be open on a first come first served basis, in a minimum of three (3) day increments. Requests for these slots will be in writing to the Bid Administrator at least two (2) weeks prior to the start of the work period in which the time off is being requested. This time frame will allow the requests to be entered into the dispatch system and included in the Version one (1) and two (2) of the open job assignments as described in Appendix A, Rule 5 of the current contract.

- F. Single vacation day and Compensatory time off scheduling will occur as follows: Employees who qualify, using the single day vacation form provided, may indicate their selection(s) starting November 1<sup>st</sup> and return the form to the Employer no later than November 12<sup>th</sup>. In the event employee selections exceed the slots available for any particular day, seniority will prevail. Notification to employees of their selection(s) requests will be posted by November 30<sup>th</sup>.
- G. During the calendar year the Employer will maintain the three hundred sixty-five (365) day calendar, as identified in [Subsection 18.03 A](#), above, which will indicate any remaining slots available for single vacation day and/or compensatory time usage. Employees who qualify may request specific available days off with ten (10) days advance notice to the Employer. In the event an employee request for a single day of vacation or compensatory day off, where no slots are available, or the employee was not able to [meet with the ten \(10\) day minimum notice requirement](#), the Employer may, at its sole discretion, grant the request. If denied, the employee may request a review of this decision by the Union. The decision to deny the vacation or compensatory day off request and/or the review of the denial will not be subject to the grievance procedure.
- H. The Employer will provide fifty (50) segments of forty (40) hours per week starting with the first (1st) work period of the vacation calendar selection year in support of [Subsection 18.03 B](#), above.

- I. The Employer will provide ten (10) slots per day starting with the first work period of the single day and/or compensatory day three-hundred and sixty-five (365) day calendar in support of [Subsection 18.03](#) F, above. From October 1st through May 31st there shall be an additional two (2) slots per day for a total of twelve (12) slots per day. For the following days fifteen (15) slots will be available:
1. Mother's Day
  2. Memorial Day
  3. July 4th
  4. Labor Day
  5. Thanksgiving and the following day
  6. Christmas Eve and Christmas Day
- J. Employee challenges to the posted single day vacation schedule shall be submitted in writing to the Bid Administrator no later than five (5) calendar days of such posting.
- K. Terminal Department vacation and compensatory time off will be scheduled as according to Appendix B, Rule 3.02.

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

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

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

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

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

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

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

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

**18.11** Vacation credits as set out in Subsection 18.01 shall be prorated and credited on a monthly basis.

**18.12** Vacation accruals for part-time and on-call employees will be computed on a percentage of two thousand eighty (2,080) straight-time or guaranteed time hours compensated during the year. Each part-time and on-call employee may request to have an audit of their vacation accruals within fifteen (15) days of their anniversary date. The audit will adjust vacation credits up or down based on the percentage of two thousand eighty (2,080) hours for each employee. Any adjustments will be made to the employees leave bank within thirty (30) days.

**18.13** Once a vacation has been granted to an employee, it will be allowed regardless of the vessel or terminal to which the employee is assigned and may not be changed except with the employee's days off or as provided for in Subsection 18.15, below, unless the change is mutually agreed upon between the employee and his/her management.

**18.14** Employees on approved leave of absence during the vacation pre-scheduling process will not be required to submit a vacation request for the following year. However, upon their return from the approved leave the employee may request vacation segments of forty (40) hours as identified and approved by the Employer. Single vacation days or compensatory days usage are subject to [Subsection 18.03](#) F and G for Deck, Appendix B, Rule 3.05 for Terminal.

**18.15** All awarded forty (40) hour block vacations shall be taken even if the employee does not have adequate leave time. For medical reasons vacations may be canceled on a case by case basis when mutually agreed upon by the Employer and the Union. Awarded single day vacations may be canceled by an employees' request no later than close of business Monday of week (2), prior to versions. If an employee cancels vacation per this rule the unused vacation segment(s) shall be offered to the next person who bid the vacation and did not receive it during the regular bid process.

If an employee uses leave without pay for a scheduled vacation, the following year they shall not be eligible to use single day vacation days. Any request for exception shall be reviewed by the Union and the Employer on a case by case basis. The Employer shall grant any exception determined to be legitimate.

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

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

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

## **RULE 19 – SENIORITY AND ASSIGNMENTS**

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

**19.02** In reducing or increasing personnel in the respective departments, seniority shall govern. When layoffs or demotions become necessary, the last employee hired in a classification shall be first laid off, or demoted to a lesser classification for job retention. When employees are called back to service, the last laid off or demoted in a classification shall be the first restored to work in that classification.

### **19.03 Elimination of Year Round Assignments**

When a year round assignment is eliminated the affected employee shall have the right to exercise their seniority by classification in selecting a new assignment of their choice. Any displaced employee will also have the right to exercise their seniority by classification in selecting a new assignment of their choice.

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

### **19.04 Establishing Seniority**

A. An employee's hire date shall become the employee's seniority date on the date the employee is assigned to year round employment in a

designated department, or on the date on which the employee completes one thousand forty (1,040) straight-time hours of work with the Employer, whichever occurs first. Provided that, for job bidding purposes, ABs shall use the date of their initial AB limited or above (eighteen [18] months) endorsement of their U.S. Merchant Mariner's Credential, or their date of hire with the employer, whichever is later. *(The Union will only recognize MMC's with a Lifeboatman Certification from a certified survival craft/lifeboatman course and does not recognize a Lifeboatman Certification limited to non-lifeboat equipped vessels per USCG Policy Letter 5.01)*

- B. It is understood and agreed that the “date of hire” will be used, prior to an employee attaining seniority as provided in 19.04 A, for all non-year round assignments. Further, it is agreed that the employee’s date of hire may be adjusted from time-to-time resulting from the employee’s non-availability to work. Provided the Employer substantiates the employees non-availability by certified U.S. Mail, and the employee does not respond or state he is available for assignments within fifteen (15) calendar days.
- C. Employees filling year round positions on a temporary basis will not accrue seniority in that temporary assignment, but will continue to accrue seniority in their year round assignment and position.
- D. Department Seniority  
Seniority shall be established by classification(s) within the following departments: For seniority purposes, classification(s) of Terminal Department personnel shall fall into two (2) categories, Deck Department into two (2) categories, and Information Department into three (3) categories.

- |              |   |
|--------------|---|
| Deck:        | <ul style="list-style-type: none"> <li>1. Able Seamen</li> <li>2. OS, OS/Exempt</li> </ul>  |
| Terminal:    | <ul style="list-style-type: none"> <li>1. Ticket Seller</li> <li>2. Ticket Taker, Terminal Attendant, Terminal Monitor</li> </ul>               |
| Information: | <ul style="list-style-type: none"> <li>1. Informational Supervisor</li> <li>2. Web Information Agent</li> <li>3. Informational Agent</li> </ul> |

Any employee assigned to the Shoregang shall retain their seniority in the classification and department they held prior to their shoregang assignment.



### **19.05 Seniority Roster**

On February 1st, of each calendar year, the Employer shall furnish the Union with seniority rosters for each department showing the names of employees assigned to year round jobs, by department, classification, vessel watch or location. The Employer shall also post these rosters in places accessible to employees of that department. These rosters will be subject to correction at any time by either the Employer, employee or Union Representative, who shall substantiate the employees correct seniority date, provided that, if said correction is not brought to the attention of the Employer, in writing within sixty (60) calendar days of the publication of the incorrect date, then the Employer will not be required to make any retroactive wage or staffing adjustments resulting from any correction to an employee's seniority date.

### **19.06 On-Call Employee Lists**

The Employer shall prepare and maintain supplemental lists in order of dates of hire by department and classification of on-call employees. These lists shall be furnished within ten (10) days when requested by the Union.

### **19.07 Filling of Vacancies**

- A. When a year round vacancy occurs, or a temporary assignment or temporary promotion of thirty (30) days or more, within a department, assignment to such vacancy will be made in accordance with the provisions set forth in the appropriate Appendix to this Agreement (Appendix "A" for the Deck Department, Appendix "B" for the Terminal Department and Appendix "C" for the Information Department).
- B. This Rule shall not apply to the filling of any opening in the positions of Information Supervisor.
- C. When a year round employee accepts a temporary promotion within the bargaining unit the employee may return to the employee's former assignment at the completion of the temporary assignment.
- D. When a year round employee accepts a temporary assignment outside of the bargaining unit and that assignment lasts less than twelve hundred (1,200) consecutive hours, that employee will return to his/her former year round assignment. In the event the assignment out of that bargaining unit lasts more than twelve hundred (1,200) consecutive hours, the employee may return to the least senior year round assignment in their classification or on-call at their choice. (Relief employees working outside the bargaining unit shall be covered by Appendix A, Rule 5.04.)
- E. Year round employees selected for special projects will return to their year round assignment. On-call employees selected will return to the on-call pool at their home terminal.

Employees will still participate in year round bidding requirements.

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

- F. Any employee who accepts a year round position with the Employer outside of the bargaining unit must decide within thirty (30) calendar days of accepting the assignment whether or not they choose to retain their seniority in the bargaining unit covered by this Agreement. Employees who elect to retain their seniority will notify the Union and the Employer by certified letter, within thirty (30) days, whether they wish to retain their IBU bargaining unit seniority. As long as these conditions are complied with the employee will retain their seniority provided that the employee's seniority will be frozen at the time he/she leaves the bargaining unit and will not begin to accrue until such time that he/she returns to a classification covered by this Agreement.
- G. Any employee who has accepted a year round position with the Washington State Department of Transportation-Ferries Division in another bargaining unit shall notify the Union and the Employer by certified letter, within 30 days, whether they wish to retain their IBU bargaining unit seniority.
- H. If the employee chooses to retain their seniority, their choice shall be stated in writing to the Washington State Ferry System and Union. The employee's seniority shall be retained and frozen as of the date they left the bargaining unit, and will not begin to accrue seniority until such time that they return to a classification covered by this Agreement.
- I. Any employee who has established seniority and is elected or appointed to any full-time office in a Union or who is transferred to a position in management shall retain seniority status throughout either term or terms in office or for the duration of employment with management, and may thereafter exercise their seniority by classification in selecting a new assignment of their choice. Any displaced employee will also have the right to exercise their seniority by classification in selecting a new assignment of their choice.

### **19.08 Inter-Department Transfer**

An employee who holds a year round assignment may request a transfer from their department to another department provided that the employee meets the minimum qualifications and is qualified to perform the job duties for which they are requesting a transfer to and provided further that no year round employee in that department is laid off. When transferring from one department to another department, the employee's seniority will be frozen in the vacated department. Mileage and travel pay will not be paid to any employee who accepts an inter-department transfer. Employees transferring into the deck department will have

their successful bid held in abeyance until successfully completing orientation. Employees transferring into the terminal department will receive on the job training and will attend and complete the next scheduled terminal orientation.

- A. Inter-department transfers by year round employees from other departments, provided that no other part-time/on-call employee within the Terminal Department with an earlier hire date has requested the year round position.

**19.09** Current part-time and on-call employees will be given preferential placement when transferring to a position in another department covered under this Agreement as long as they successfully satisfy all physical standards and testing as well as complete all orientation and/or training of the department to which they have applied. A maximum number of ten (10) transfers will be allowed during each hiring season. WSF seniority will be the determining factor for granting allowable transfers.

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

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

**19.10** **Intra-Department Transfers**

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

**19.11** **Termination of Bargaining Unit Seniority**

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

**19.12** **Notice of Vacant Assignments**

When a vacancy occurs in a year round assignment, the Employer shall notify the Union in writing. The Employer shall identify the assignment by classification, department and the name of the employees so assigned. The Union shall maintain a record of these notices in the office of the Puget Sound Region, for the review of all affected employees.

**19.13 Voluntary Demotion**

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

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

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

**RULE 20 – HEALTH AND WELFARE**

**20.01** A. For the 2017-2019 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected health care premium is the weighted average across all plans, across all tiers.

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

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

Value-based benefits designs will:

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

C. Article 20.1 (B) will expire June 30, 2019.

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

**20.03** The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

**20.04** **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 who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar (\$25) gift certificate. In addition, 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.

**RULE 21 – SICK LEAVE**

***Remains in effect through December 31, 2017***

**21.01** Each full-time employee who has completed six (6) months of continuous employment shall receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service commencing with the employee's date of employment. Sick leave credits shall accumulate. Sick leave accruals for part-time and/or temporary employees will be computed on a percentage of two thousand eighty (2,080) straight-time or guaranteed time hours compensated during the year. Each part-time and on-call employee may request to have an audit of their sick leave accruals within fifteen (15) days of their anniversary date. The audit will adjust sick leave credits up or down based on the percentage of two thousand eighty (2,080) hours for each employee. Any adjustments will be credited to the employees leave bank within thirty (30) days.

***In effect January 1, 2018***

**21.01** Each full time employee shall receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service commencing with the employee's date of employment. Sick leave credits shall accumulate. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth (90<sup>th</sup>) calendar day after the commencement of his or her employment. Sick leave accruals for part-

time and/or temporary employees will be computed on a percentage of two thousand eighty (2,080) straight time or guaranteed time hours compensated during the year. Each part-time and on-call employee may request to have an audit of their sick leave accruals within fifteen (15) days of their anniversary date. The audit will adjust sick leave credits up or down based on the percentage of two thousand eighty (2,080) hours for each employee. Any adjustments will be credited to the employees leave bank within thirty (30) days.

**21.02** 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, except as otherwise provided in Subsection 21.04.

**21.03** Through Employer, sick leave may be claimed from the accumulated days of credit for any employee for the following reasons:

- A. For illness or injury which incapacitates employees to the extent that they are unable to perform their work;
- B. For preventive health care, provided terminal employees have prior approval from their terminal supervisor by the Wednesday posting. Such approval will not be unreasonably denied.
- C. For the period of time that a woman is sick or temporarily disabled because of pregnancy or childbirth, in accordance with terms set forth in this Rule.
- D. For preventive healthcare, provided employees notify their supervisor in advance of such appointment.

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

Any relative living in the employee's household, as well as the employee's wife, husband, 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 provided, however, that the Employer may extend such sick leave upon reasonable request.

**21.05** 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.

**21.06** Sick leave up to three (3) days in any one (1) instance may be claimed by an employee after notifying the employee's supervisor when a member of the employee's immediate family, as defined in Subsection 21.04, is ill or injured, and the employee's presence is required. Additional sick leave may be claimed if said employees' presence is requested, in writing, by a doctor.

- 21.07** All sick leave claims must be made on forms provided for that purpose and requiring the sworn signature of the employee. A supply of such forms shall be maintained on board each vessel and at all terminals as well as at the general office.
- 21.08** No payment of wages chargeable to sick leave credits shall be made until a claim form prepared and executed by the employee or, in the case of the employee's incapacity, by a supervisory employee in the general offices is received by the Employer.
- 21.09** For claims of more than five (5) working days, the employee must secure a verifying statement from the employee's doctor to support the claim, and such statements should be sent in as soon as possible after the period of absence is over.
- 21.10** The Employer may request, at its option, a verifying statement from the employee's doctor to support claims of five (5) working days or less.
- 21.11** No sick leave claims shall be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time loss payments (Workers Compensation), wage loss benefits under a health and welfare benefit trust or daily maintenance ([Subsection 25.01](#)).
- 21.12** All accumulated sick leave credits shall follow any employee who is transferred to another department of the State of Washington.
- 21.13** Each employee's sick leave credit days are canceled automatically upon the employee's termination of service. Terminating employees do not receive sick leave credit for the month in which they terminate unless they work at least eighty-four (84) hours in the month.
- 21.14** All accumulated sick leave may be restored when a previously separated employee is re-employed on a permanent basis.
- 21.15** Sick leave may be extended by the Employer after all accumulated sick leave is used when an employee is injured in the line of duty (except when covered by industrial insurance) or contracts a contagious or infectious disease through exposure to such disease in the line of duty.
- 21.16** In the event that further legislation is enacted providing additional remuneration of general government employees of the State of Washington (covered by [RCW Chapter 41.06](#) State Civil Service Law) for unused sick leave, this Collective Bargaining Agreement shall automatically be reopened for the purposes of negotiating similar changes in provisions for remuneration of employees covered by this Agreement.
- 21.17** Sick leave buy-out upon death or retirement shall be allowed in accordance with applicable statutes.

**21.18** Sick leave will be charged hour for hour in the Terminal and Information Departments for sick leave used. Four (4) hours for four (4) hours and eight (8) hours for eight (8) hours and ten (10) hour for ten (10) hours at the rate of pay for the classification for which they were assigned. If an on-call Terminal employee has not been scheduled for work and needs a prescheduled sick leave day, they can elect to be charged four (4) hours, eight (8) hours or ten (10) hours of sick leave. On-call Deck Department employees will be charged hour for hour with a minimum charge of eight (8) hours of sick leave.

**21.19 Sick Leave Annual Cash Out**

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

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

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

**21.20 Voluntary Employees' Beneficiary Association (VEBA)**

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

**RULE 22 – SEVERANCE PAY**

**22.01** It is hereby agreed that any claims for severance payment to any employee who may lose employment because of the abandonment of routes due to the construction of bridges or tubes replacing the then existing ferry routes (excepting the Lofall - Southpoint and Salsbury Point - Shine routes), and of the application of seniority provisions under the present Labor Agreement, including consideration of residence of individual and locale of employment offered, shall be based upon the principle of one (1) month's pay for each year of service.

**22.02** It is further agreed that details of this provision will be mutually agreed upon between representatives of the Union and Management of the WSF, such ultimate agreement to be contained in separate document drawn for that purpose.



## **RULE 23 – HOLIDAYS**

**23.01** New Year's Day (January 1), Martin Luther King Jr.'s Birthday (Third Monday in January), Lincoln's Birthday (February 12), Washington's Birthday (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), Native American Heritage Day (day after Thanksgiving) and Christmas Day (December 25) shall be recognized holidays. All employees required to work on holidays shall be paid at the straight-time rate of pay, with an additional one (1) hour's pay for each hour worked during the period from midnight to midnight of the holiday.

**23.02** Regular year round employees who are not scheduled to work on a recognized holiday and who otherwise work their assigned watches immediately preceding and following the holiday (unless absent on paid leave) shall receive one extra day's pay on account of the holiday not worked. This shall also apply to temporary employees, with respect to any recognized holiday which is not worked and which occurs within the duration of a full-time assignment lasting thirty (30) consecutive calendar days or more. On-call employees must have one hundred fifty-two (152) hours in pay status in both the current and previous pay cycle to receive the guaranteed holiday pay.

**23.03** Employees shall receive double their regular rate of pay when called back to work on a scheduled day off that falls on one of the above listed holidays in addition to compensation provided for under Rule 23.02 above.

## **RULE 24 – COMPENSATED HOLIDAYS**

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

- A. The election to take a compensatory day in lieu of holiday pay may not be exercised more than twelve (12) times in any one (1) contract year; and
- B. Such election may be made on the employees' pay order covering the particular holiday by designating the holiday hours as compensatory, instead of holiday time.

**24.02** Compensatory time off will be scheduled pursuant to [Rule 18.03](#)(c) and (d) and Appendix B, Rule 3.04.

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

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

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

## **RULE 25 – MAINTENANCE AND CURE**

**25.01** A. When any member of the crew of a vessel is entitled to daily maintenance, it shall be paid at the rate of thirty-five dollars (\$35.00) per day. In addition to and separate from the thirty-five dollar (\$35.00) daily maintenance rate, the Employer shall pay a wage supplement of thirty dollars (\$30.00) per day. In the event of a Jones Act judgment, the supplemental amount paid by WSF shall be applied to offset any Jones Act judgment against WSF.

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

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

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

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

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

## **RULE 26 – STANDARD DRESS**

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

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

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

**26.04** The Employer will reimburse Information Supervisors and Information Agents thirteen dollars (\$13.00) per month for the purpose of defraying dry cleaning expenses incurred in maintaining their uniforms. The Employer will pay annually, in January of each year, to Deck and Terminal employees who are issued jackets which require dry cleaning the sum of twenty dollars (\$20.00) to defray dry cleaning costs payable on January 25th of each year. All such payments shall be prorated for part-time and on-call employees. In the event it is determined that other uniform garments require dry cleaning a mutually agreeable cleaning cycle and allowance will be agreed to by the Parties as necessary for the proper maintenance of the garment(s).

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

**26.06** Hats will be optional. Ties will be optional for Information Department personnel only insofar as it is consistent with the current seasonal uniform policy.

**26.07** A. Shorts will be optional for Terminal Department employees only, subject to the following conditions:

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

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

**26.08** The Employer agrees to provide, for the remainder of this Agreement, safety shoes for all Deck and Terminal Department employees. The employee shall be reimbursed up to seventy-five dollars (\$75.00) for the purchase of safety shoes that meet ANSI standards for being slip and oil resistant, black in color and, at the employee's option, up to one hundred twenty-five dollars (\$125.00) for the purchasing of shoes with either a steel or composite safety toe and meeting the

above ANSI standards. The Employer recommends wearing safety toed shoes for employees when they are working in traffic.

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

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

1. Fleece vests
2. Wide brimmed hats

## **RULE 27 – WORKING CONDITIONS (GENERAL)**

### **Working Conditions**

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

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

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

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

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

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

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

- 27.08** Licensed officers assigned to vessels in a licensed capacity shall not perform work normally assigned to unlicensed personnel except in case of emergency.
- 27.09** The Employer will establish maintenance stations for all deck personnel. The appropriate officers will see that these stations are maintained properly by those crew members so assigned.
- 27.10** Employees will not be required to open, enter, or work in sewage holding tanks.
- 27.11** Employees required to work in a higher classification will be paid at the pay equal to the higher classification for the period equal to the time in which the employee worked in the higher classification; unless more than four (4) hours is worked in a higher classification, then payment will be for the entire scheduled shift at the higher rate of pay. Designated relief personnel responding to an assignment shall receive the Able-bodied Seaman rate of pay.
- 27.12** Hazardous materials will be transferred in approved, secure, and clearly labeled containers. For the purposes of this section, hazardous materials shall mean those materials so designated by the Material Safety Data Sheet (MSDS).
- 27.13** Employees shall not have personal cell phones or other electronic media in use or in public view while performing assigned tasks.

### **RULE 28 – PENALTY PAY (GENERAL)**

- 28.01** Penalty pay shall be at the straight-time rate of pay and shall be paid in addition to whatever rate of pay (straight-time or overtime) is being paid when penalty work is performed. Except for the items specified below, penalty time shall be paid for time actually worked with the minimum payment of one-half (1/2) hour and in one-half (1/2) hour increments thereafter.
- 28.02** Opening, entering, and working in sewage holding tanks. Two (2) hour minimum.
- 28.03** Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or if employee comes in physical contact with sewage while exercising due care in the performance of their duties. Two (2) hour minimum.
- 28.04** Manually transferring drums, and/or caustic and hazardous labeled container (with the exception of sealed sharps containers) on or off the vessel, at any location. One-half (1/2) hour minimum.
- 28.05** When required to clean-up excrement, and/or vomit as well as blood: One-half (1/2) hour minimum. The clean-up of blood does not include the emptying of sanicans in the women's restrooms but requires that employees actually must clean or remove blood spillage or bloody items that are otherwise not in lined containers and where there is actual physical contact with the spillage or bloody items.

**28.06** Work by shore maintenance personnel below the main vessel deck: One-half (1/2) hour minimum.

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

**29.01** WSF will participate in a program which will enable the ordinary seamen with two (2) years seniority to secure an MMC endorsement for able bodied seaman limited with a Lifeboatman certification. Upon WSF approval and submission of receipts for enrollment into an approved maritime school, eighty percent (80%) of tuition costs will be reimbursed by WSF. Once successfully receiving an MMC endorsement for AB Limited and Lifeboatman, and it is submitted to WSF, and the employee has worked three hundred twenty (320) hours as an AB, WSF shall reimburse the remaining twenty percent (20%) cost of tuition. Once the employee has worked six hundred thirty-five (635) hours as an AB, WSF shall reimburse the employee for vacation or comp time used on scheduled school days to attend the AB/Lifeboatman school/training.

Only applicants approved by WSF are eligible to be reimbursed for tuition costs, vacation or compensatory time.

WSF shall determine the number of qualified employees, if any, participating in the program. Once the number of employees allowed to participate in the program has been determined, WSF will solicit for applicants and approve the most senior OS employees making application. Employees approved to attend AB school will be granted the necessary time off from work.

Opportunities for AB school/training may occur during the Fall/Winter/Spring season(s).

WSF shall not reimburse any employee who attended AB school if on leave without pay or on a day off. Only approved Vacation or compensatory time used may be reimbursed.

Any employee under this program who does not meet the requirements above shall not be reimbursed for any tuition, vacation or compensatory time.

**29.02** The WSF, subject to the employee receiving prior approval, shall reimburse an employee who qualified under the provisions of this Agreement for the employee's tuition at an approved school upon proper presentation of receipt, and payment for wages lost while attending school, not to exceed thirty (30) days' pay at the employee's prevailing straight-time wage. An additional five (5) days' pay at the same rate will be allowed while employee is writing examination, for a total of thirty-five (35) days' pay. Such payment will be made only when the employee successfully completes the examination and presents the License for not less than those capacities stated above.

**29.03** An employee to be qualified under this Agreement must have not less than three (3) years of continuous service in the employ of WSF and must be in the employ of WSF at the time of applying for the License.

**29.04** While this is an endeavor to help an employee secure the Original License, it in no way implies any obligation on the part of WSF to guarantee placement as a Licensed Officer but is to provide a reservoir for selecting future officer replacements.

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

- A. WSF shall attempt to provide a minimum of ten (10) days' written or verbal notice to employees when employees are requested to attend ferry system sponsored training classes. When training notification is less than ten (10) days, WSF shall give consideration to employees special scheduling considerations, i.e. prior made medical appointments, child care responsibilities, transportation, etc., and shall make attempts to reschedule the employee to remaining classes in the current training season. If employees are not provided five (5) days' notice, the employee will have the right to refuse the class.
- B. All employees shall be paid mileage for attending training classes. Travel time to and from the training classes shall also be paid unless the class concludes within the scheduled shift hours.
- C. Employees shall be paid a minimum of their scheduled shift hours for that day for attending training classes. The overtime provision shall apply to training classes exceeding the above noted scheduled shift hours.
- D. Employees' lunch period shall be included in the work/class schedules.
- E. Employees required to attend training classes on their day or days off shall be paid the overtime rate of pay.
- F. Employees working on Friday Harbor or Orcas tie-up vessels shall be covered for the entire two (2) day tour to attend training classes.
- G. Employees attending training classes shall have at least eight (8) hours, excluding travel time, between the completion of their last work shift and the beginning of training classes.

**29.06** Terminal Supervisors shall schedule adequate uninterrupted time for terminal employees for the purpose of reviewing changes/revisions to SMS manuals. Scheduling of time shall not conflict with operational demands.

**29.07** The employer shall pay the cost of all document renewals up to two hundred twenty-eight dollars (\$228.00) for documents associated with obtaining the employee's Merchant Mariner Credential (MMC) and/or Transportation Worker Identification Credential (TWIC).

**29.08** **Sea-time Letter Requests**

- A. Employees requesting a sea-time letter for a renewal shall have their letter postmarked twenty (20) days after the close of the pay cycle of the request being made.
- B. Requested letters for sea time, for upgrading an MMC, will be issued and/or post marked no later than thirty (30) days after the close of the pay cycle of the request being made.

**RULE 30 – LEAVE OF ABSENCE**

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

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

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

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



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

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

**30.05 Leave without Pay**

Leaves approved by management including but not limited to Sick Leave, Comp time, Vacation time which is taken shall be compensated as originally approved and taken and shall not be converted to leave without pay (LWOP) for Payroll purposes 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.

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

In the case of all extended leaves the employee shall obtain managerial written approval in advance of taking the leave on appropriate leave forms provided by WSF. For absences over thirty (30) days it must be on the appropriate WSF form. For medical leaves over thirty (30) days, the employee must also submit a Certificate of Health Care Provider on the appropriate WSF form. WSF shall provide employees with a Request for Extended Leave Form with an explanatory cover letter normally no later than thirty (30) days after his or her first (1st) day of absence. The completed Request for Extended Leave Form should be submitted to WSF as soon as possible after receipt. On all leaves, the employee must indicate a start date for the leave and an ending date for the leave. The terms of all leaves of absence shall be reduced to writing and may be extended up to the maximum time allowed for the specific leave. An employee must obtain written managerial approved extensions before the end date of the leave, except in cases of emergency. Extensions must be applied for a minimum of seven (7) days before the end of the leave. Extensions to leaves beyond the maximum times allowed will be non-precedent setting and will be at the discretion of the Employer.

**30.07 Return from Leave**

Employees who have been on an approved leave of absence may return to work before the date specified on the leave as the date of return. An employee on Leave of Absence who fails to report to work at the end of such leave, or fails to obtain a written extension before the leave expiration date and does not report to work, is absent without an approved leave, unless the failure was unavoidable due to injury or illness, which must be documented in writing and certified by a physician as soon as possible in order to be considered for return to work. An additional exception may be considered when an employee is involved in an emergency situation beyond the control and advance planning of the employee

which causes the employee the inability to report to work from the leave by the designated time. Proper documentation of such occurrences is required.

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

**30.08 No Accrual**

Employees who test positive in a Drug or Alcohol Test shall not accrue seniority for the time the employee's MMC is held in abeyance, and the seniority date shall be adjusted accordingly.

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

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

An employee returning to full duty from an authorized leave of absence for less than forty-six (46) days will be reinstated to his/her former position which includes his/her shift, classification, and days off unless otherwise provided for by contract bidding requirements which occurred during the employee's absence which would indicate and qualify the employee for a different shift. When an employee is absent from work for a period of more than five (5) days, but less than forty-six (46) days for medical reasons, WSF may, at the sole discretion of the employer, require only a fit-for-duty slip from the employee's doctor supporting the employee's fitness to return to duty. The fit-for-duty slip should be sent to WSF as soon as possible after the period of absence, but must be received and processed by WSF Human Resources before the employee may return to work and the employer shall ensure that the employee is returned to work as soon as practicable. Deck employees returning from a documentation issue that can prove they applied for an MMC or TWIC 90 days prior to the expiration date will not be penalized and any days taken by a Relief or on-call during the version process will be cancelled.

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

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

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

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

If the employee is ready to return to work as expected, the employee shall be returned to work within forty-eight (48) hours after WSF Human Resources receives the completed/signed Job Analysis Form, excluding weekends and holidays. If the deck employee is ready to return to work as expected, the employee shall be returned to work within forty-eight (48) hours after WSF Human Resources received the completed/signed Job Analysis Form, and has met drug testing requirements if applicable consistent with the USCG and WSF approved drug policy, excluding weekends and holidays. WSF shall notify the employee and the Union if the employee is not to be returned to work within forty-eight (48) hours. WSF's failure to return an employee to work within forty-eight (48) hours shall be subject to the Parties' grievance procedure. Deck employees returning from a documentation issue that cannot prove they applied for a MCC or TWIC ninety (90) days prior to the documents expiration date may be returned to work on the next version cycle that has yet to be offered to a Relief or on-call.

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

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

**30.11 Timely Return from Layoff**

Employees being laid off will be given an approximate return to work date and will receive a return receipt letter regarding their actual return to work date. An employee on layoff unable to return on the date specified shall contact WSF to indicate the date they would be available for work, which must be within three (3) months of the notice to return to work. An employee failing to contact WSF within five (5) days of the date of the return receipt letter or is unavailable for work beyond the three (3) months stated above shall lose their seniority and shall not be rehired.

**30.12 Fit for Duty**

WSF reserves the right to require any employee who is on a medical Leave of Absence due to Injury or Illness to be assessed by the Medical Review Officer regarding the employee's ability to perform the Essential Job Functions.

**30.13 Absent Without Approved Leave**

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

### **30.14 FMLA**

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

1. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, an employee who has worked for the state for at least twelve (12) months and for at least twelve hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) work weeks of FMLA leave in a twelve (12) month period for any combination of the following:
  - A. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
  - B. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
  - C. Family medical leave to care for a spouse, son, daughter, parent, or domestic partner as defined by [WAC 182-12-260](#) (2) who suffers from a serious health condition that requires on-site care or supervision by the employee. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of selfcare because of a mental or physical disability.
  - D. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
  - E. The twelve hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.
2. The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in [Rule 30.14](#) (1) are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

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

### **RULE 31 – PROBATIONARY PERIODS**

**31.01** Newly hired employees shall serve a probationary period equal to one thousand forty (1,040) compensated hours. Such employees may be terminated during the probationary period or at the end of a probationary period for a bona fide reason(s) relating to the business operation and said employee shall not have recourse through the grievance procedure.

**31.02** An employee promoted to a position within the bargaining unit shall serve a probationary period equal to one thousand forty (1,040) straight-time hours and shall receive the appropriate rate of pay for the position during such probationary period. An employee determined to be unqualified for the position during or at the end of the probationary period shall be returned to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position. It is further agreed that during the probationary period the employee may choose to return to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position.

## **RULE 32 – SAVINGS**

**32.01** If any Rule of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Rule should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the Parties shall enter in immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Rule or Addendum.

## **RULE 33 – UNION NEGOTIATION COMMITTEE**

**33.01** The Employer recognizes the establishment of the Union's Negotiating Committee to be comprised of eight (8) employees, including two (2) Deck employees, one (1) Shoreside employee, two (2) Terminal employees, one (1) Information Department employee, one (1) part-time Terminal employee and one (1) on-call Deck employee. 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 duties of the Negotiating Committee.

### **33.02 Union Leave Bank**

All employees shall donate four (4) hours of compensatory time or vacation annually to a Union Leave Bank for Union Negotiating Committee. The Regional Director (RD) of the Inlandboatmen's Union of the Pacific, Puget Sound Region (IBU PSR) will submit leave bank withdrawal requests for Union Negotiating Committee members, or such other WSF/IBU members as designated by the Regional Director for official union business purposes relating to preparing, negotiating and arbitrating the Collective Bargaining Agreement between the IBU PSR and the State of Washington.

Requests for withdrawal from the Union Leave Bank shall only be made by the Regional Director to the WSF Labor Relations Manager on forms mutually agreed upon by the Parties. All hours transferred to the leave bank are final and not recoverable for re-credit to an individual's compensatory time or vacation account. Employee requests for hardship waivers shall be made in writing and submitted to the Regional Director, who shall have the sole right to approve or deny such requests. The Regional Director may suspend contributions to the Union Leave Bank for any year when the Regional Director believes, in his/her sole discretion, that the balance is sufficient for the stated purposes. Suspension shall be accomplished by written notification to WSF Labor Relations Manager.

## **RULE 34 – PERSONNEL FILES**

**34.01** There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the Employer.

All references to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line supervisor. Additional employee files may include attendance files, payroll files and medical files.

**34.02** An employee may examine his or her own personnel file, supervisory file, attendance file, payroll file, and medical file, or a copy of such file(s) to be provided by the employer. Review of these files will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review Supervisory files. Written authorization from the employee is required before any representative of the employee will be granted access to these files. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the files that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested each year by the employee or his or her representative.

**34.03** A copy of any material to be placed in an employee’s personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to his or her work performance placed in his or her personnel file.

**34.04** Medical files will be kept separate and confidential in accordance with state and federal law.

**34.05 Supervisory Files**

Supervisory files will be purged of the previous year’s job performance information following completion of an annual performance evaluation, unless circumstances warrant otherwise.

**34.06 Removal of Documents**

A. Information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee’s personnel file. The Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

B. Written reprimands will be removed from an employee’s personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

- C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after six (6) years if:
  - 1. Circumstances do not warrant a longer retention period;
  - 2. There has been no subsequent discipline; and
  - 3. The employee submits a written request for its removal.
- D. Nothing in this Rule will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).

### **RULE 35 – OTHER APPLICABLE LEGAL REQUIREMENTS**

**35.01** The Memorandum of Understanding of June 1997 known as the “Morvan Agreement” and Arbiter Beck’s Interest Arbitration – Respirator Mask Policy of April 8, 2002 are part of this Agreement.

### **RULE 36 – TERM OF AGREEMENT**

**36.01** This Agreement is the agreement for the period July 1, 2017 through June 30, 2019.



**APPENDIX A**  
**DECK DEPARTMENT PERSONNEL**

**RULE 1 – HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT**

**1.01**

1. The principle of the eight (8) hour day is hereby established. For all practical purposes, eight (8) consecutive hours shall constitute one (1) work day. Forty (40) hours shall constitute a work week, and eighty (80) hours shall constitute a two (2) week work schedule. The following work schedules shall be observed:
  - A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or
  - B. Ten (10) consecutive eight (8) hour days followed by four (4) consecutive days off.
  - C. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
  - D. Eight (8) consecutive ten (10) hour days followed by six (6) consecutive days off.
  - E. Nine (9) consecutive nine (9) hour days followed by five (5) consecutive days off totaling eighty one (81) straight-time hours.
  - F. Five (5) consecutive nine (9) hours days followed by three (3) consecutive days and four (4) consecutive nine (9) hour days followed by two (2) consecutive days off totaling eighty one (81) straight-time hours.
  - G. By mutual agreement, additional work schedules may be observed.
  - H. Employees that are working a schedule as defined in C or D, above, shall be compensated at the straight-time rate of pay. Employees that are schedule as defined in E or F, above, shall have the option of having the eighty-first (81st) hour worked in a two (2) week period compensated at the straight-time rate of pay or credited with one (1) hour of comp time at the straight-time rate of pay.
  - I. Operating crews assigned to extra service vessels may be required to work four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
  - J. Deck employees on Anacortes-San Juan Islands and Sidney routes may be scheduled to work up to ten (10) hours in one (1) day or eighty (80) hours in a two (2) week schedule on touring watches as defined in Rule 1.17 of this labor agreement, without incurring an over-time pay obligation.

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

2. Limitation on Flexing Shifts.

- A. For shifts of ten (10) hours, working hours may flex up or down one half (1/2) hour or less in order to permit relieving of crew members at port of embarkation without incurring overtime, subject to committee process in Subsection 3.
- B. If schedules include offsetting eight (8) hour shifts, the WSF agrees to pay, no less than eight (8) hours pay for working the short shift for all employees on single day dispatch. IBU Relief and on-call employees shall be paid overtime on the long shift when working single day dispatch.

3. Committee Process

- A. Before the Employer changes any printed running or crew schedules, the Inlandboatmen's Union and the Masters, Mates and Pilots (Unions) shall jointly be consulted to arrange crew schedules reasonably consistent with the health and safety of Deck Hands, Masters, Mates and Pilots, and with properly and conveniently serving the customer, and to provide shifts for Deck Hands, Masters, Mates and Pilots as provided above. The Unions will each name two (2) employees to a committee whose sole purpose will be to examine proposed changes to crew schedules and recommend improvements therein to the Employer. The said committee will meet as is necessary to meet crew schedule changes. Union members will be paid for eight (8) hours at their regular straight-time rate of pay for each committee meeting. Committee meetings will be scheduled to allow time for travel within the eight (8) hour shift. Mileage will be paid as is appropriate. If management extends the committee meeting time, then travel time will be paid as appropriate.
- B. Should the Employer and the Unions not reach agreement over the proposed crew deck schedules, the Unions may elect to jointly file a grievance and proceed to expedited arbitration based on whether the schedule(s) are reasonably consistent with the health and safety of Deck Hands, Masters, Mates and Pilots.
- C. In the event of such a dispute, the Parties agree upon the following process:
  - i. The Unions and the Employer shall select an Arbitrator deemed qualified to serve as an arbitrator by the Federal

Mediation and Conciliation Service (FMCS). The Unions and the Employer shall meet and each will submit a list of eleven (11) arbitrators using the strike method until an arbitrator has been selected.

- ii. Within five (5) working days of receipt of a grievance being filed as referenced above, the parties shall schedule a meeting with the arbitrator selected. The meeting will be scheduled as expeditiously as possible, but in no event more than fifteen (15) working days from the receipt of the grievance unless otherwise mutually agreed to.
- iii. At the arbitration hearing, the Arbitrator shall have sole and unfettered discretion to consider any evidence that is presented by the parties, as well as to limit the length or volume of information presented. The Arbitrator shall have the authority to question the representatives and their witnesses, and ask for further information, and to control the conduct of the hearing in any fashion.
- iv. Within ten (10) days of the conclusion of the hearing referred to in paragraph three (iii) above, the Arbitrator shall inform the parties in writing of his/her decision. The decision shall not alter or amend the terms and conditions of the Collective Bargaining Agreement. The Arbitrator will also include in his/her decision any analysis or reasoning on which the decision is based. Additionally, if the Arbitrator finds the schedule not reasonably consistent with health or safety standards, the arbitrator will provide the parties guidance as to the changes necessary to bring the schedule into compliance. The decision of the arbitrator shall be final and binding upon the Union, the Employer and the grievant(s).

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

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

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

When the vessel shift changes outlined above occur, employees affected may choose the assignment of his/her choice by classification seniority (AB to AB and OS to OS) excluding Shoregang and part-time watches.

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

**1.05** **Filling of Vacancies**

A. Bid Periods- Permanent/Summer

1. There will be six (6) bid periods each year. A bid form will be made available to all eligible IBU employees for each bid period. One (1) bid period will be for summer schedule (Summer Schedule Bid Period); these assignments will only be for the summer schedule. (See Paragraph 4 for further information about the Summer Schedule Bid Period). The remaining five (5) bid periods (Permanent Bid Period) will be for permanent assignments and seasons' these five (5) bid periods will take place between August and March. Each summer dates for all six (6) bid periods will be determined and sent to all IBU employees. Summer and fall bid periods will always take place. The remaining four (4) bid periods will only take place if the Employer has knowledge of at least one (1) permanent vacancy five (5) calendar days prior to the scheduled bid period's opening date.
2. The Permanent Bid Form will be used to fill any known permanent vacancies and all resulting permanent vacancies. A bid form will only be valid for a specific bid period. Incomplete bid forms will not be processed. Bids will be open for ten (10) calendar days and will close at 5:00 p.m. on the closing date and must be submitted in accordance with the instructions on the bid form. Bid results and the transfer date will be posted eight (8) calendar days after the closing date. All transfers will start with the beginning of a two (2) week work period. The Union will be sent copies of all bid notices and bid results.
3. All deck employees will be allowed to bid for all IBU deck positions in which they have the appropriate endorsement. However, no employee will be moved from his/her permanent

position unless he/she bids for and is actually awarded another position. All positions will be awarded by seniority with the appropriate classification. Interdepartmental transfers will only be considered if the senior qualified deck bidder is not a year round deck employee. In that case the hire date will become the deciding factor in awarding the position. The position will be awarded to either the senior qualified deck bidder (on-call) or the interdepartmental transfer, whichever one of these two (2) employees has the most senior WSF hire date.

4. The Summer Schedule Bid Period will begin with a lateral route bid (Part One [1]) for Anacortes and any other necessary routes. Following the lateral route bids, will be (Part Two [2]) of the Summer Schedule Bid Period, which will include Summer Assignments, vacancies created by an employee moving to a Summer Assignment, and any permanent vacancies created since the last bid period. All assignments awarded with the Summer Schedule Bid Period are only for the summer schedule. Any vacancies remaining after the summer bids have been processed will be filled by the crew on the watch with the vacancy rotating up, based on endorsement and seniority. Any remaining vacancies will be filled by Dispatch.

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

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

1. Temporary assignments, either lateral transfer or upgrade, will be filled by classification seniority using the temporary vacancy bid form.
2. Periodically extra Extended Temporary Bid Forms will be sent to the Dayroom of each vessel. It is up to the employee to keep a form for future bidding.

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

In order for a bid form to be considered valid it must be completely filled out, including the bid posting number, and received by the

closing day and time. Withdrawal or changes to a bid form must be in writing and received before the closing day and time.

Extended Temporary positions will be announced by notices in crew dayrooms, and via email. Employees wishing to receive email notification should contact the bid administrator.

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

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

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

Written confirmation will be sent to the successful bidders via e-mail in the form of job bids awards, and written notification will also be sent to the Dayroom of each vessel. Due to the nature of extended temporary positions the assignment could end at any time.

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

All eligible IBU employees will be allowed to bid for all Extended Temporary IBU deck vacancies in which they have the appropriate endorsement. However, no employee will be moved from his/her permanent position to fill an extended temporary position unless he/she bids for and is actually assigned an extended temporary position. All positions will be awarded by seniority within the appropriate classification.

An employee assigned to an Extended Temporary must complete the Extended Temporary assignment. The exceptions are if the employee is awarded a permanent position or the employee is awarded a new lateral or upgraded extended temporary position according to Appendix A, Rule 1.05 B.

3. Extended temporary positions that have not been filled by the bid process above shall be offered to the most senior employees in the On-call Pool. In the event that no one accepts the position(s), the

least senior employee(s) will be assigned, without the right of refusal, within thirty-five (35) miles of their home terminal. Assigned employees shall be paid at the permanent rate of pay for the position.

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

- C. Filling Temporary Vacancies for Thirty (30) Days or Less.  
Temporary vacancies of thirty (30) days or less will be filled in the following manner: after Dispatch has assigned an on-call employee to the watch, the actual vacancy will be filled by either the permanent crew member or the on-call employee, whichever one has the most seniority in the vacated classification. For instance, if an AB position is vacant, then the AB dates of the OS crew members and the on-call employee dispatched would be compared and the one with the most seniority in the AB classification would fill the position. If the OS fills the AB position, then the OS position will be filled by either the OS crew member or the on-call with the most senior OS date, etc. No permanent crew member on the watch will be downgraded from his/her permanent position with this process.
- D. Port Townsend Spring Shoulder Schedule  
The Port Townsend Spring Shoulder Schedule will be filled by Dispatch with either AB Relief or on-call Deck employees, when the Spring Shoulder Schedule is thirty (30) days or less. If more than thirty (30) days, it will be filled in accordance with Summer Bid Period. The Summer Schedule Bid Period will include the Port Townsend Fall Shoulder.
- E. Employee Availability
1. Employees must be available and physically able to perform a job thirty (30) days after it closes in order to be considered an eligible bidder. Similarly, an employee on approved leave of absence or sick leave may bid on job postings within thirty (30) days of their documented expected date of return to work.
  2. Consistent with this Agreement, any permanently assigned employee who fails a drug/alcohol test will relinquish his/her permanent assignment. When the employee is certified to return to work, the employee will be placed on the on-call list by seniority until the next bid period.

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

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

## **RULE 2 – WORKING CONDITIONS**

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

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

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

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

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

## **RULE 3 – SHORE GANG PERSONNEL**

**3.01** Employees filling a vacant shoreside maintenance assignment shall do so in accordance with the established bid procedure, however no less than eighty percent (80%) of Shore Gang positions shall hold an AB endorsement. Employees so assigned, shall be on a probationary period for up to six (6) months. If an employee does not successfully complete that probationary period, they shall return to their former job assignment. A probationary period shall not apply to temporary positions.



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

**3.03** **Shoreside Maintenance Hours of Employment, Overtime and Assignment**

Rule 3 shall apply only to personnel assigned to Eagle Harbor. The regular daylight shift shall begin at 7:00 am and be an eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time. Pay for a full-shift period shall be a sum equivalent to eight (8) times the straight-time regular hourly rate with no premium. The regular second shift shall begin at 3:30 pm and be an eight (8) hour period less thirty (30) minutes for meals on employee's time. Pay for a full second shift, shall be a sum equivalent to eight (8) times the regular day shift hourly rate, plus ten percent (10%) percent. The regular third (3<sup>rd</sup>) shift shall begin at 11:30 pm and be a seven and one-half (7-1/2) hour period less thirty (30) minutes for meals on employee's time. Pay for a full third (3<sup>rd</sup>) shift shall be a sum equivalent to eight (8) times the regular day shift hourly rates plus fifteen percent (15%) percent.

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

**3.05** All time worked in excess of eight (8) hours per day or in excess of five (5) days, forty (40) hours per week shall be paid for at the overtime rate. All overtime worked by an employee will be paid at one and one half (1 ½) times the employee's straight-time rate of pay. Actual time will be reported but overtime will be paid in the following six (6) minute increments based on the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes, for the first (1<sup>st</sup>) hour. For time worked in excess of one (1) hour, overtime will be paid at one and one half (1 ½) the employee's straight-time rate of pay, in one (1) hour increments. Employees required to work more than one (1) shift without a break shall be paid as follows:

The first (1<sup>st</sup>) eight (8) hours shall be paid at the straight-time rate, work performed during the second (2<sup>nd</sup>) eight (8) hours shall be at the overtime rate, work performed during the third (3<sup>rd</sup>) eight (8) hours shall be paid at two and one half (2 ½) times the straight-time rate, unless the employee has had a minimum of a six (6) hour break immediately preceding the third (3<sup>rd</sup>) shift.

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

**3.07** Any eight (8) consecutive hours of work excluding one-half (1/2) hour for meal periods; five (5) consecutive days per week, Monday through Friday, constitutes scheduled hours and days of work.

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

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

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

**3.10** It is agreed that all holidays which have been granted to employees assigned to the Shore gang which are the same holidays applicable to those employees assigned to Eagle Harbor will be observed on the day which is observed for the holiday by those employees assigned to Eagle Harbor.

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

**3.12** Greasers may have their coveralls laundered twice each week and may submit their expenses for laundry charges on their monthly expense vouchers.

**3.13** When a year round vacancy occurs, assignment to such vacancy will be made in accordance with the provision set forth in Rule 19 with the understanding that the determination of necessary qualifications and ability to perform in accordance with the job requirements of the Foreman and/or Lead position may minimally require an interview process.

**3.14** Participation in programs to secure and maintain licensing, fit testing, as well as training to maintain and upgrade Merchant Mariners' Credentials as provided in Rule 29 and otherwise understood in this agreement shall be made available to employees in shore gang positions.

## **RULE 4 – VESSEL PERSONNEL ASSIGNED TO LAID-UP VESSELS IN SHIPYARDS OR EAGLE HARBOR**

- 4.01** Shoreside maintenance rate of pay will not apply to deck employees standing security watches in a shipyard.
- 4.02** All work performed in shipyards or at Eagle Harbor shall be paid for at the rates set forth in this Agreement for shoreside maintenance work. These rates do not apply to scheduled crew members on the day the vessel is broken out of its tie-up after having been taken off the run, or to regularly assigned crew members of extra service vessels. A pay code shall be created for vessel crews doing such work.

## **RULE 5 – RELIEF DECK EMPLOYEES**

- 5.01** Employees shall be relieved at the same terminal where they began their duties, and such terminal shall be designated by the Employer. When it becomes necessary for a relief crew to deadhead from their original terminal to another terminal in order to begin and complete their tour, they shall be paid for travel time and mileage in accordance with [Appendix A, Rule 5A](#).
- 5.02** The Employer will furnish the Union with the names of the employees designated as relief personnel.
- 5.03** Employees designated as relief personnel shall have designated home terminals as close as possible to the employee's residence and will not receive travel time, unless specifically noted elsewhere in this agreement. Mileage shall be paid in accordance with [Appendix A, Rule 5.07.A](#). When dispatched to Friday Harbor, Reliefs will receive a one hundred (\$100.00) stipend pay for each day assigned; connected touring watches will be defined as one day for the purpose of this Rule. Friday Harbor and/or inter-island home ported employees will not receive any stipend pay.
- 5.04** A designated relief employee shall forfeit their relief position and return to on-call status if such employee accepts any work assignment of less than forty-five (45) calendar days outside of the bargaining unit, except in the instance of a bona-fide emergency bump up or for attending Mate's training. An employee who loses relief status in this way cannot bid on a relief position until the second optional bid cycle after he/she returns to the bargaining unit.
- 5.05** Dispatcher's Inquiry. Before offering any job assignment the dispatcher's first statement to an employee for job assignments will be, "are you available for work today?" If the employee says "no" due to illness or any other reason they must immediately inform the dispatcher. The dispatcher will enter this information in the dispatch log as an employee request for a day off using the appropriate leave.
- 5.06** All deck employees may bid for open Relief positions. All pertinent bidding rules apply.

## **5.07 Deck Dispatch by Seniority Process**

### AB Reliefs

A. Version One (1) will be emailed to all Reliefs and to the Union two (2) Saturdays prior to each work period, Version Two (2) will be emailed on Tuesday morning at 7:00 am, before the commencement of the selections of assignments for the upcoming work period. Final selections of the job assignments that Reliefs have chosen prior to the start of the work cycle will be emailed to the Reliefs and the Union when completed.

1. This information will include:
  - Forty (40) hour vacation segments
  - Single vacation and compensatory days
  - Multi-day assignments-defined as same watch, same person, consecutively assigned days (unbroken by regularly scheduled days off)
  - All known make-up and /or beef-up open job assignments
2. **Notification via Email or Mail** The above information will be sent via email to the Union and each AB Relief employee, with an identified email address. Those employees who do not have an email address on file with WSF can get a print out of the information onboard WSF vessels, at WSF terminals or at WSF headquarters. At the end of each day, the Union and each Relief, with an identified email address, will be sent an update that identifies remaining open job assignments from Version 2.
3. Dispatch will call the employee at the employee's supplied phone number(s) and/or vessel, if the employee is working onboard the vessel. The employee will have fifteen (15) minutes to return the phone call or thirty (30) minutes if onboard a vessel. If onboard a vessel, barring an operational necessity, Reliefs will be provided the time necessary to complete their selections. In the event of an onboard operation situation, the selection process will be placed on hold until the situation is over and the Relief employee contacts Dispatch within the timeframes outlined above. If the Relief does not call within the above timeframe the Dispatcher will call the next most senior Relief employee. If an employee calls outside the callback period, the Dispatcher will recognize the employee's seniority, at the time of callback, before moving to the next lower senior employee.
4. Dispatch will call a minimum of fifteen (15) Reliefs each day, by seniority, between the hours of 8:00 am and 7:00 pm.

5. Relief employees will be offered assignments at the time they are called, if such assignments are available, in order to achieve ten (10) days or eighty (80) hours of work for the work period. Any day(s) offered and not accepted will constitute a refusal of work and will result in the loss of guarantee for such day(s).

B. Version 2- AOSS AB Open Job Assignments

1. WSF will update Version One (1) with all new open jobs on Tuesday and email on Tuesday the “Version Two (2)” prior to contacting Reliefs. The Dispatcher, utilizing the “Version Two (2)” AOSS open job assignment sheet, will contact, in seniority order, AB Relief employees and the AB Relief employee will be given a choice of all available job assignments for the work period as defined in the process 2, 3, 4 & 5 above.
  - A. Employees may select a portion of any assignment, except for a touring watch (as defined in Rule 1.17), or offsetting shifts as defined below, in order to complete the ten (10) days of total work for the work period. Offsetting shifts refer to two (2) shifts on consecutive days, for the same person on the same watch, that do not total more than sixteen (16) hours (e.g. nine [9] and seven [7] hour shifts). Management will normally approve such selections unless there is an emergency situation. In this event, Management will contact the Union with the rationale for such decision(s).
  - B. Reliefs are entitled to two (2) consecutive free days during each work period. If an employee desires to work on their free day they will make known this desire at the beginning of the dispatch call.
  - C. Once an employee selects an assignment they will not be removed from the selected assignment unless the employee being relieved returns to such assignment or as mutually agreed to by the employee and the Employer.
2. Once all AB Relief employees have been contacted per the above process the Dispatcher will contact, in seniority order, AB on-call employees and give them a choice of unfilled job assignments from the “Version Two (2)” AOSS sheet. Section 3A above will apply to such choices.
3. After the above process is completed, if any job assignments remain open on week one (1) of the work period on the “Version Two (2)” AOSS sheet, the Dispatcher will assign such open positions, to AB on-call employees, in reverse seniority order. After assigning the AB on-calls any unfilled jobs can be assigned in reverse seniority order to the Reliefs who have less than

seventy-six (76) hours, until all week one (1) of the work period “Version Two (2)” AOSS open job assignments have been filled.

4. After completion of Version Two (2), week two (2) jobs will be dispatched on a day-to-day basis.
5. In week two (2) Reliefs cannot be assigned to jobs more than thirty-six (36) hours in advance and on-call ABs cannot be assigned to jobs more than seventy-two (72) hours in advance.
6. Final selections shall be emailed to the Union, prior to the start of the work cycle or when the initial selection process has been completed.

**C. EXCEPTIONS:**

1. AB Relief employees previously assigned to other job assignments will be offered, in seniority order, open positions on annuals, boat moves, and/or sea trials, created in AOSS more than twenty-four (24) hours in advance of the assignment, provided that under no circumstances will employees be allowed to split either a touring watch or an offsetting assignment (as defined above) to work an annual, boat move or sea trial.
2. AB Relief employees will not be offered OS assignments unless, at management’s discretion, that is the only work available, at the time they are called.
3. The dispatch of on-call employees will be suspended for the “Version Two (2)” of this process. However, the CBA rules regarding dispatch of on-calls shall apply during the day-to-day dispatch process.
4. Jobs assigned to an on-call employee must be within a thirty-five (35) mile radius of the on-call’s homeport.

**D. OS RELIEFS**

The OS Reliefs selection processes will reflect the AB process described above, except as noted below:

1. During the selection process, Dispatch will attempt to contact a minimum of three (3) OS Reliefs each day between the hours of 8:00 am and 7:00 pm.
2. OS Reliefs do not have the right to promote per Rule 19.01 and Appendix A, Rule 1.05.C except as follows:

OS Reliefs who make their job selections through this process will be considered part of the regular crew and will be able to utilize their AB seniority for the purpose of promotion as outlined in Rule

19.01 and Appendix A, Rule 1.05.C, except when an open multi-day AB job assignment starts prior to the arrival of the OS relief to the crew. In that situation, the OS relief will not have the right to promote to the AB assignment.

**E. EXPEDITED DISPUTE RESOLUTION PROCESS:**

The Parties expressly agree and understand that, for purposes of disputes concerning the administration of the DDSP, the dispute resolution procedure contained herein is the sole and exclusive negotiated dispute resolution system available to represented employees.

In the event of such a dispute, the Parties agree upon the following process:

1. Within fifteen (15) days of the alleged violation of the DDSP, the IBU will notify WSF, in writing, of the violation. The notice shall include the name of each affected employee, the date(s) and nature of the violation, the section of the DDSP believed to have been violated, and the relief requested. The notice may be delivered by mail, fax, or in person. Time periods specified herein shall run from the date of actual receipt. All notices shall be to a Port Captain.
2. Within five (5) working days of receipt of the notice referred to above, the Port Captains will schedule a meeting with an IBU representative to discuss the dispute. The meeting will be scheduled as expeditiously as possible, but in no event more than ten (10) working days from receipt of the notice. In the alternative, WSF may inform the IBU in writing that the relief requested in the notice will be granted in full.
3. If a meeting is held pursuant to Subsection 2 above, it shall be between a Union and a WSF representative with full authority to settle the dispute. If the matter is settled at the meeting, the representatives will reduce the settlement to writing and sign and date the writing. No specific format or requirements are prescribed and any writing mutually understood by the representatives shall be deemed adequate.
4. If the representatives do not settle the matter, a second meeting shall be scheduled with the Independent Arbitrator. The meeting shall be scheduled as expeditiously as possible, but in no event more than fifteen (15) days from the date of the WSF – IBU meeting, unless the Independent Arbitrator approves scheduling at a later time.
5. At the meeting with the Independent Arbitrator, WSF and IBU will each send one representative, not a lawyer. Additional individuals

may attend the meeting with the prior approval of the Independent Arbitrator. The representatives shall each have the opportunity to present information concerning the dispute to the Independent Arbitrator, orally and/or in writing. No witnesses will be called. The Independent Arbitrator shall have sole and unfettered discretion to consider any evidence that is presented by the representatives, as well as to limit the length or volume of information presented. The Independent Arbitrator shall have the authority to question the representatives and ask for further information, and to control the conduct of the meeting in any fashion.

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

**F. DAILY DISPATCH:**

Daily Dispatch is any and all work to be dispatched outside of the version process, including annuals, boat moves and or sea trials, per Appendix A, Rule 5.07, Section C, for the remainder of the current work cycle by order of seniority.

*Example:*

*If called on Tuesday of week one (1), the employee can be offered work Tuesday of week one (1) through Saturday of week two (2).*

**1. Daily Dispatch**

Dispatchers will place a call to Relief deck employees for daily dispatch. Before offering any job assignment the dispatchers' first statement to an employee will be, "are you available for work today?" If the employee says "no" due to illness they must immediately inform the dispatcher they are ill. The dispatcher will enter this information as a sick day for this employee in the dispatch log. Should the Relief deck employee not pick up the call placed by the dispatcher, a message will be left for the employee. Relief deck employees are required to return calls placed by dispatch within fifteen (15) minutes or thirty (30) minutes when working aboard a vessel barring an operational necessity. When the employee is working a graveyard shift, dispatch must wait eight (8) hours after the end of the shift to call the employee with an offer of work.



A refusal will be given on days when an employee is required to be available for work, work is offered and employee does not return a phone call. Bypass pay shall not apply when an employee has a refusal for any days of which an attempt to offer work as defined in Appendix A 5.08 A had been made. This process shall apply to free days however no refusal will be recorded on a Free Day.

- a. First (1<sup>st</sup>) Call – If the employee does not respond within fifteen (15) to thirty (30) minutes of the first (1<sup>st</sup>) call, the employer shall move on down the list. If the employee does not return the call it shall be refusal number one (1).
- b. Second and or Additional Calls – If the employee does not respond within fifteen (15) to thirty (30) minutes of the first (1<sup>st</sup>) call, for any additional calls, dispatch will place a call to the relief employee for work available during daily dispatch. Should the Relief deck employees not pick up the call placed by the dispatcher, a message will be left for the employee. Dispatch need not observe the fifteen (15) to thirty (30) minute timeframe for the remainder of the current day.

## **2. Refusals and Violations**

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

- a. First (1<sup>st</sup>) Violation  
An employee that has one (1) violation must choose from all available jobs when called in order to fill their obligation of seventy-six (76) to eighty (80) hours or they shall be assigned for the work period following the violation.
- b. Second (2<sup>nd</sup>) Violation  
An employee that has a second (2<sup>nd</sup>) violation shall be assigned for the rest of the current season. Violations will reset the next season for an employee that has no additional violations in the current season.
- c. Third (3<sup>rd</sup>) Violation  
The employer shall assign the employee for the remainder of the current season and the next season. Violations will be reset after the employee has not had any violations for one (1) season.
- d. Fourth (4<sup>th</sup>) Violation  
The employee shall be placed into on-call status for the remainder of the current season. An employee who loses their relief position cannot return to a relief position until the start of the third (3<sup>rd</sup>) season after the fourth (4<sup>th</sup>) violation.

### **3. Free Days**

On the Relief deck employees free days, vacation and sick leave time off, there is not a requirement for the employee to call back. Should a Relief deck employee choose to have their free day observed, they will not be called for work on their free day during day to day dispatch. If an employee chooses not to return a call on their free day, dispatch shall not be obligated to wait fifteen (15) minutes on any subsequent calls for the employee to return a call and shall move on down the list, and all the subsequent jobs offered do not qualify for bypass pay.

### **4. Less than Eight (8) Hour Days**

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

## **RULE 6 – TRAVEL AND MILEAGE PAY**

- 6.01** All travel time shall be paid at the employee's regular straight-time rate of pay.
- 6.02** No travel time or mileage pay shall be paid to part-time or on-call employees, except as otherwise noted in Rule 7.03 F, or when an on-call deck or part-time deck employee is assigned to a temporary assignment and that assignment includes travel to another location which would entitle a year round non-relief employee to travel time and mileage, the on-call or part-time deck employee shall be entitled to such travel time and mileage.
- 6.03** Distances and travel times between terminals shall be as set forth in "Schedule A and Schedule D" attached hereto and made a part hereof. Travel time to Friday Harbor from Anacortes will be paid at two (2) hours thirty (30) each way, at one (1) hour from Orcas to Friday Harbor each way. Orcas to Anacortes will be paid at one (1) hour and thirty (30) minutes each way. This paragraph does not apply to Reliefs.
- Mileage for relief employees after completing a shift and no service on the route for the remainder of the operational day is available, or there is not a vessel for fifty (50) minutes, may use point to point travel per Schedule A or D for their mileage allotment to their homeport.
- 6.04** The mileage rate for employees who furnish their own transportation shall be that allowed by the Office of Financial Management for use of private automobiles.
- 6.05** Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.
- 6.06** Employees shall be paid mileage and travel time, both ways, for the distance between the terminal nearest their home or their regular relieving terminal and the

temporary relieving terminal whichever is less, in accordance with Schedule A, in the following circumstances:

- A. When vessels are temporarily assigned to repair yard or berth or to other than their regular routes and the regularly assigned employees are retained with the vessel.
- B. When employees are, at the Employer's initiative, taken off their vessel or away from their terminal and temporarily assigned to a vessel on a different route or to a different terminal.
- C. Relief employees, after completing a shift at other than their relieving terminal, may use Schedule A or D, as appropriate, for their mileage allotment to their home port.

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

**Overtime pay**

Relief and on-call employees shall be paid for shifts as follows:

- 1. Scheduled shifts of less than eight (8) hours will be paid at eight (8) hours.
- 2. A scheduled nine (9) hour day shall be paid at nine (9) hours straight-time.
- 3. A scheduled ten (10) hour day shall be paid at ten (10) hours straight-time.
- 4. All hours ending after the scheduled shifts will be paid at the overtime rate.
- 5. All hours over eighty (80) in the work period will be paid at the overtime rate.
- 6. Shifts with offsetting nine (9) and seven (7) hour days will be paid at nine (9) and seven (7) hour straight-time unless single day dispatched. In this case, the employee will be paid eight (8) hours straight-time on a seven (7) hour day or eight (8) hours straight-time and one (1) hour over time on a nine (9) hour day.
- 7. When a relief works seventy-six (76) hours he has satisfied his work period and will receive compensation for eighty (80) hours. Should a relief be called to work a shift and has seventy-six (76) hours they will be paid straight-time hours up to eighty (80) hours and overtime for the hours over eighty (80).

8. When an On-call employee has reached seventy-six (76) hours and is called to work another shift, they will be paid straight-time hours up to eighty (80) hours and overtime for the hours over eighty (80). The Employer is not required to call on-call employees who have reached seventy-six (76) hours if other on-call employees are available at straight-time. If no other on-call employees are available, On-call Employees with seventy-six (76) hours will be called prior to assigning any remaining on-call per Appendix A Rule 6.03. This rule does not apply to any On-call employee with more than seventy-six (76) hours.

**6.08 Relief Staff**

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

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

Mileage shall be paid only for travel actually performed to a location other than the employee's home terminal according to schedule A, unless otherwise stated in this Agreement.

- 6.09** Employees assigned to more than one route or terminal shall be assigned a regular relieving terminal and, when working away from the regular relieving terminal, will be paid mileage and travel time in accordance with Schedule A, for the distance between the regular relieving terminal or the terminal nearest their home and the other assigned terminal, whichever is less.

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

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

- A. Part-time watches shall be bid as permanent jobs according to Appendix A, Rule 1.05. (\*Appendix A, Rule 1.04 excludes part-time watches from bumps in the event of shift changes.)

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

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

- A. No employees employed by the Employer on March 31, 1980 shall be laid off as a consequence of the adoption of part-time shifts or the employment of part-time employees, nor shall they be required to work part-time shifts.
- B. The maximum number of part-time positions throughout the system to be included on the supplemental lists under Rule 19.06 shall be ten (10) for Vessel Department.
- C. All hours worked in excess of an assigned watch or eighty (80) hours in any two (2) week work schedule shall be paid at the overtime rate, provided that employees who are working in positions which are affected by other overtime provisions in the Agreement or its Appendices shall be paid overtime as provided for in such provisions.
- D. WSF and the IBU will meet to evaluate staffing needs, in establishing the number of free days to allocate to each work day. If agreement is not reached in one (1) day, WSF has the right to assign free days. A free day is a pre-scheduled single calendar day assigned on a seniority basis. Free days will be assigned for each seasonal bidding period. It is the parties' intention to maintain the current practice in this regard.
- E. Sick Leave. Part-time and on-call employees shall accumulate sick leave on a pro rata basis, but may not use it until such time that they are assigned to a scheduled position.

### **7.03 On-Call Deck Employees**

- A. IBU Deck on-call employees will be assigned two (2) consecutive free days per week that will be repeated every week on the same days. An employee, who chooses to observe all free days for the season shall notify WSF on a form provided by WSF at the beginning of the season. By exercising this option, Dispatch will not be required to call the employee to work on their free days.
- B. Seniority. WSF will dispatch on-call employees by seniority, except in cases of emergency, where year round positions must be filled in order for WSF to maintain COI or contract manning requirements.
- C. Job Assignments. All AB jobs will be offered first then all OS jobs will be offered to the on-call employee. If an on-call employee accepts an OS job, but subsequently becomes eligible (by seniority) for an available AB job, WSF will call the employee back and offer the employee the AB job if the start times for both the OS and AB jobs are more than four (4) hours away. Prior to the work cycle for on-calls, Dispatch will email all Open Relief assignments (Version Two [2]), for both AB and OS/OSE jobs to the on-call employees. Those employees that do not have an e-mail address, may receive the Open Relief Requests aboard the vessel.
- D. Dispatcher's Inquiry. Before offering any job assignment the dispatcher's first statement to an employee for job assignments will be, "are you available for work today?" If the employee says "no" due to illness they must immediately inform the dispatcher that they are ill. The dispatcher will enter this information as a sick day for this employee in the dispatch log.
- E. Acceptance/Refusal of Work. WSF Dispatch must give on-call Deck employees a minimum of fifteen (15) minutes to respond to a page or message left on a message or answering machine before marking that employee as failing to respond, which shall constitute a refusal of offered work, unless that employee accepts a shift later that day. If the employee is working onboard a vessel, the Employer will contact the vessel via radio and the captain will direct the employee to contact dispatch within thirty (30) minutes. If the employee does not return the phone call within thirty (30) minutes the employee shall be considered unavailable and that constitutes a refusal of offered work.
  - 1. First (1<sup>st</sup>) Call – If the employee does not respond within fifteen (15) to thirty (30) minutes of the first (1<sup>st</sup>) call, the Employer shall move on down the list. If the employee does not return the call it shall be refusal number one (1).
  - 2. Second (2<sup>nd</sup>) and/or Additional Calls – Should the on-call employees not pick up the call placed by the dispatcher, a message will be left for the employee. Dispatch need not observe the fifteen

(15) to thirty (30) minute timeframe for the remainder of the current day unless the employee is on watch.

Employees may not refuse more than two (2) times within a work cycle during the summer schedule, and not refuse more than three (3) times within a work cycle during the remainder of the year; no refusals will be on consecutive days or in conjunction with employee's free days. WSF Dispatch has the right to move down the seniority list to find available employees if the Dispatcher determines that a reasonable risk exists that a position could go unfilled. When dispatch cannot fill positions by calling on-call employees and making offers, they will then have the right to assign an on-call employee to vacancies within their thirty-five (35) mile zone by assigning the least senior employee contacted. The employee will not have the right to refuse the assignment.

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

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

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

- F. An employee who refuses work outside a thirty-five (35) mile radius as described in Schedule A of the contract from the employee's designated home terminal shall not be considered unavailable. Except that an employee home ported at the Clinton Terminal will not be called for any morning watch commencing at Bremerton or Bainbridge. Any employee who lives on the east side of Puget Sound may opt out of morning watches that commence on the west side and are being dispatched after 1900 hours the night before by notifying the employer at the beginning of each work period. Should the employer be unable to staff a vacancy they will assign as according to Rule 6.
1. Refusals shall not be made on consecutive days or allowed to be combined with an employee's free days, except with the following conditions; once in every three (3) work cycles, an on-call may elect to combine their refusals with their free days. Administration of this section is done on a periodic audit basis, which would indicate the need for sanction.
  2. Disciplinary actions associated with documented refusals: The Parties adopt the following sanction system regarding violations by on-call employees of the working requirements of the on-call Rules. The following sanctions are agreed to be a just cause system without need for considerations for mitigating circumstances. The sanctions are implemented when the following disciplinary refusals occur.
  3. Violation of more than the "allowable" marked refusals in a work cycle results in the following sanctions:
    - a. First (1<sup>st</sup>) violation = verbal warning
    - b. Second (2<sup>nd</sup>) violation within six (6) months = written warning and loss of employee's right to refuse any jobs for a period of eight (8) weeks that will cease from the date of the rule violation.
    - c. Third (3<sup>rd</sup>) violation within six (6) months = employee enter into a one (1) year continuation of work agreement and must take the next available permanent position if applicable. The continuation of work agreement satisfies the suspension aspect of progressive discipline.
    - d. Fourth (4<sup>th</sup>) violation within one (1) year = a sustained fourth (4<sup>th</sup>) violation would be just cause for termination.
- G. Work offered consists of a documented call from WSF Dispatch. If the assignment includes all or part of the employee's free day(s) the employee may either reject the assignment or may waive his/her free day(s) and



accept the assignment. If the employee rejects the assignment WSF will not penalize the employee except in the case of an emergency. If the employee accepts all or part of the assignment Rule 10.07 will have no application on free day(s); simply waiving free day(s) does not entitle an on-call Deck employee to overtime.

1. If an on-call Deck employee rejects any assignment, or accepts only a fragment of a multiple day assignment, due to a conflict with a free day, then WSF will be entitled to offer the rejected assignment, or the unassigned fragment to another employee;
2. If an on-call Deck employee accepts an assignment of five (5) days or more in duration, then that employee will assume the day(s) off of the relieved employee in lieu of the relieving employee's free day(s);
3. If an on-call Deck employee accepts any single day, touring watch, or multiple day assignment (including any scheduled time off occurring with a multiple day assignment of the relieved employee), that begins on, ends on, or includes all or a part of a free day, then that employee will have waived his/her affected free day(s);
4. If an on-call Deck employee is asked to take an assignment within the range of two (2) days (excluding touring watches) up through four (4) days in duration (including any scheduled time off occurring with a multiple day assignment of the relieved employee) that begins on, ends on, or includes all or a part of a free day of the relieving on-call employee then the relieving on-call employee will have the following options.
  - a. Accept the entire assignment;
  - b. Reject the entire assignment; or
  - c. Accept a fragment of that assignment that precedes the relieved employee's scheduled time off or the relieving employee's free days, whichever event occurs first (1<sup>st</sup>).

## **APPENDIX B TERMINAL DEPARTMENT**

The following rules are in addition to Rule 1 through Rule 35 and apply to the Terminal Personnel only; when there are conflicting Rules resulting from the general contract or Appendix B, the Rules in this Appendix shall be the applicable Rule governing Terminal Employees.

### **RULE 1 – HOURS OF EMPLOYMENT, OVERTIME, AND ASSIGNMENT**

**1.01** Except as provided herein, the principle of the eight (8) hour day is hereby established. For all practical purposes, eight (8) consecutive hours shall constitute one (1) work day. Forty (40) hours shall constitute a work week, and eighty (80) hours shall constitute a two (2) week work schedule. The following work schedules shall be observed:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
- B. Ten (10) consecutive eight (8) hour days followed by four (4) consecutive days off;
- C. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- D. No work schedule shall have less than eight (8) hours off between scheduled shifts unless otherwise noted in Appendix B, Rule 1.06 (B)(1)(b) and Rule 1.06 (B)(2)(a).
- E. By mutual agreement, additional work schedules with a minimum of two (2) consecutive days off and totaling forty (40) hours per week may be observed.

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

An employee who wishes to be called for overtime on his/her regularly scheduled day(s) off will submit his/her name to be posted on an overtime availability list in the Terminal Supervisor's office. An employee that wishes to be called for overtime on regular days off that are in conjunction with his/her vacation will submit their request on the employees availability form. Employees will be called by seniority when overtime is available, starting with the most senior employee. Once an employee has been dispatched for an overtime opportunity, his/her name will be checked off for that pay period. At the beginning of each pay period, the Supervisor will begin the dispatch starting with the most senior employee on the overtime availability list in accordance with the process set forth.

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

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

**1.04 Terminal Shift Change**

In the event that shifts change or new shifts are established for seasonal purposes, full-time, year round employees at each terminal shall bid on shifts according to seniority in their classification and shall have preference in such bidding over employees at all other terminals. For the purposes of this Rule a shift change means when any shift changes by more than one (1) hour and/or the days off change, then all shifts will open up for bids at that terminal. (Sunday schedule may prevail on holidays without constituting a shift change). Full-time shifts will not be open for bid at schedule change unless there has been a change in shifts as provided in this Rule.

**1.05 Filing of Vacancies Year Round Positions**

The Employer will post year round vacancies for a period of ten (10) days, on the first (1<sup>st</sup>) day of each month, except for the months of October and June on a 1-800 telephone line, identifying them by classification, location and key number. The listing will close ten (10), days after posting. The vacancy will be filled the second (2<sup>nd</sup>) Sunday after closing, unless the Employer and the employee agree to extend the number of days before taking the assignment. Within this posting period, all interested employees must submit their request, in writing, on forms provided by the Employer no later than ten (10) days after posting, with the vacancy/vacancies, and all subsequently created vacancies, being filled from these requests in the following order:

- A. System wide lateral transfers in the Terminal Department by year round employees by classification seniority.
- B. System wide by year round Terminal Department employees requesting promotion to a higher classification by seniority.
- C. Inter-department transfers by year round employees from other departments, provided that no part-time/on-call employee within the Terminal Department with an earlier hire date has requested the year round position.
- D. Assign the most senior part-time/on-call employee within the Terminal Department to the year round position, provided that no employee shall be compelled to accept an assignment based more than twenty-five (25) miles or more than forty-five (45) minutes of travel time, from his or her home terminal.

**1.06 Filling of Temporary Terminal Positions**

- A. Thirty (30) Days or More  
Temporary positions of thirty (30) days or more will be filled in the following manner:

1. Vacancies shall be filled by year round employees by classification seniority at the affected terminal.
2. After employees with classification seniority at the affected terminal have selected their shifts, the remaining shift(s) will be bid system wide to all employees by classification seniority.
3. The remaining shifts will be assigned to part-time/on-call employees by seniority.
4. When the shift has been vacated for thirty (30) days with an unknown return date it will be bid out as an extended temporary.

B. Temporary Positions- Less than thirty (30) Days

Job openings of less than thirty (30) days will be filled at the affected terminal in the following manner:

1. Weekly Assignments

- a. Supervisor(s) will assign relief for known vacancies on a weekly basis by reassigning part-time employees and assigning on-call employees based on their seniority and availability. The weekly schedule will be posted on the Wednesday prior to the beginning of the following Sunday work week. The schedule will be posted in a location that can be viewed by all employees. This schedule and any changes will be provided for all affected employees and it will be the responsibility of each employee to read and make note of their assignments.

At the on-call employee's request, the terminal supervisor will email the weekly work assignments to the employee.

- b. Following each seasonal bid assignment, part-time and on-call employees must submit to their supervisor(s) a schedule of availability. The schedule of availability must indicate, by the day of the week, the days that they will be available for on-call work, Seller/Traffic classification and whether six (6) or eight (8) hours is needed between assignments. This schedule of availability can be updated once every ninety (90) days following the start of the seasonal bid.
- c. IBU Terminal on-call employees will be assigned two (2) consecutive free days per week that will be repeated every week on the same days. An employee, that chooses to observe all free days for the season shall notify WSF on a form provided by WSF at the beginning of the season. By exercising this option, Dispatch will not be required to call

the employee to work on their free days. On the first (1<sup>st</sup>) day of the month, an employee shall have one (1) opportunity per month, to change from “not being available” to “available” on their free days that month.

2. Daily Assignments

- a. Daily vacancies will be offered to part-time and on-call employees, by seniority based on their availability schedule as defined in Appendix B, Rule 1.06 (B) (1) (b). In the event all part-time and on-call employees refuse the offer, the Supervisor will assign the employee with the least date of hire. Failure of the employee to respond to a call placed by the Supervisor within fifteen (15) minutes will allow the Supervisor to offer the vacancy to the next senior employee in line.
- b. The Supervisor will use their discretion in filling of vacancies that occur outside of the scheduled Supervisor hours or when notified within four (4) hours prior to the start of a shift. If possible, the most senior available unassigned part-time or on-call employee should be notified first.

**1.07 Bid Eligibility for Temporary Assignments**

Employees on an approved leave may submit bids for assignments, provided they submit from their health care provider by the bid closing date and time, documentation stating they are released to assume duty no later than the effective start date of the assignment bid on.

**1.08 Terminal Grouping Year Round Shifts**

When a terminal has eight (8) and/or ten (10) hour part-time shifts that can be combined with one (1) other terminal eight (8) or ten (10) hour shifts, within their grouping, to form a forty (40) hour shift with consecutive days off. This will be bid out as a year round full-time position. The employee will be paid travel time and mileage.

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

## **RULE 2 – WORKING CONDITIONS**

**2.01** Terminal employees shall be assigned for payroll purposes to one of the classifications listed in Rule 17 and shall be paid at the specified rate for such classification for work performed therein and for paid time off to which they are entitled under the provisions of this Agreement. An employee working outside of regular classification on any day shall be paid for the entire shift at the rate of the highest classification to which the employee is assigned during such shift subject to the following exceptions:

- A. Regularly assigned relief personnel (covering vacations, days off, etc.) who relieve Terminal employees shall be assigned to the highest classification worked and shall be paid at that rate for all work performed.
- B. An employee required to work in a higher classification for the purpose of providing breaks will be paid at the pay equal to the higher classification in one (1) hour increments. In more than four (4) hours are worked in the higher classification then payment will be at the higher rate for the whole shift. All regularly scheduled traffic shifts that provide seller break relief will be identified in the terminal schedules prior to bidding.
- C. Employees who work in or, bid into a temporary vacancy or to a Temporary position as described in Appendix B, Rule 1.06 will receive the applicable full-time classification rate of pay and benefits until the end of the assignment and their time off will be paid at that classification's rate of pay.

**2.02** In the event ticket sellers are unable to complete their daily report during their regular shift, an employee will be paid at one and one half (1 ½) times the employee's straight-time rate of pay. Actual time will be reported but overtime will be paid in the following six (6) minute increments based on the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes, for the first (1<sup>st</sup>) hour for any additional time required after the shift to complete the daily report. For time worked in excess of one (1) hour, overtime will be paid at one and one half (1 ½) the employee's straight-time rate of pay, in one (1) hour increments. Ticket sellers shall not be required to do attendant duties. Ticket sellers, who work seller and attendant during their shift, shall not be required to do traffic attendant duties during the time they are scheduled to sell. All selling time in one (1) day shall be scheduled consecutively. Sellers assigned to less than four (4) hours of attendant duties will not be required to do terminal maintenance.

**2.03** The procedures for administering overages and shortages in working funds will be completed pursuant to OFM and the Department of Transportation (DOT) procedures now or hereinafter in effect.

**2.04** Except in cases of emergencies, the Employer shall give two (2) week's notice before instituting shift changes for Terminal Department.

- 2.05** Auto ticket sellers or auto ticket takers having completed ten (10) years of continuous service with Washington State Ferries shall receive the auto deck rate of pay when the seller or taker's health will not permit them to remain employed as an auto ticket seller or ticket taker.
- 2.06** A ticket seller working at all terminals without automatic toll machines shall be able to transfer overages and shortages between terminals unless unusual circumstances arise which will be handled through the grievance procedure.
- 2.07** Safes with combination locks shall be provided by the Employer for each ticket seller to whom ticket stock and cash working funds are issued.
- 2.08** Only authorized accounting personnel of the Employer shall be allowed access to safes assigned to individual sellers. Lock combination numbers shall not be issued to any other person.
- 2.09** The procedures for administering overages and shortages in working funds will be completed pursuant to OFM and DOT procedures now or hereinafter in effect except that the Agency may count each seller's working fund along with his or her daily receipts. The seller shall be informed of the result of any such count by the end of that seller's next shift. If such a count is not made, no disciplinary action or demand for payment shall be based on irregularities in the working fund which might have been discovered in the omitted count.
- 2.10** When WSF Revenue Control deems it necessary to open a safe, the appropriate Regional Manager will email the IBU business agent ahead of time for notification purposes. The seller and supervisor shall be present when an audit is made of their tickets or cash. Should the seller be unavailable to witness the audit, WSF will ask another terminal employee to witness. When practicable, another seller or on-call terminal employee with selling experience will be used as an IBU witness. Also when practicable, the counts will not occur during peak rush hour times. A copy of the audit report shall remain in the safe for the seller's review. Additionally, employees have been informed they are not to keep any personal items in the safe when they are not in the terminal, as an audit may occur when the employee is on days off.
- 2.11** Ticket takers who have acquired seniority as on July, 1 1972, shall maintain their classification and rate of pay although assigned to terminal attendant classification duties. Furthermore, such ticket takers who have been assigned to terminal attendant duties shall not be required to take a ticket taker vacancy at any other terminal.
- 2.12** Terminal employees who have completed ten (10) years of service as employees of the Washington State Ferry System shall continue to receive the same rate of pay when employed in lower terminal classifications if the employee becomes physically unable to perform the essential functions of their position to the extent the employee might otherwise lose his job.

**2.13** Any year round employee who has worked in a higher classification for five (5) years and is demoted due to automation shall retain their previous higher classification. This Rule does not apply to service reductions. In order to maintain the higher rate of pay the employee must take the next available assignment in the higher classification, unless that assignment is in excess of twenty-five (25) miles of the assigned terminal as according to Schedule A. In cases of hardship the Union and the Employer will meet to discuss an appropriate application.

### **RULE 3 – TERMINAL VACATIONS AND RELIEF EMPLOYEES**

**3.01** Employees shall be relieved at the same terminal where they began their duties and such terminal shall be designated by the Employer. When it becomes necessary for a Terminal Relief to travel from their original terminal to another terminal in order to begin or complete their shift, they shall be paid for travel time and mileage in accordance with Schedule A.

**3.02** The employer will determine the number of vacation slots at each individual terminal to be open for vacation selection by employees assigned to that terminal in order to allow terminal employees to reasonably utilize their accrued vacation leave. Vacation selections will be done by company seniority. Vacation pre-scheduling will commence on the first Monday of the fall sailing schedule for the succeeding year. If employees are not available or they choose to, they may submit vacation picks prior to the first Monday of the fall sailing schedule by preference sheet. When employees select a “minimum” of eighty (80) hours for the next calendar year the forty (40) hour blocks will coincide with their days off. On-calls may choose to schedule their forty (40) hour vacation segments to coincide with their free days or from Sunday to Saturday of the week selected. On the vacation bid form on-calls will have a check box to indicate their preference. Permanent terminal employees will select in the vacation pre-scheduling process through the terminal where the employee is permanently assigned for each selection round. On-call employees will bid in the vacation pre-scheduling process through the terminal where they are working at the time of the vacation bidding (Note: Rule 18.13 applies to this section). WSF shall ensure employees are able to take all vacation and comp time they were awarded during the forty (40) hour vacation calendar selection period. All forty (40) hour block vacation requests must be done sixty (60) days from commencement of fall sailing schedule. Vacation will be scheduled by date of hire seniority. No permanent jobs will be bid in the month of October and jobs will be posted in November. In order to pick on the guaranteed single day three hundred sixty-five (365) day calendar, a minimum of eighty (80) hours must have been selected in rounds one (1) or two (2) by permanent employees. Part-time/on-call employees need only select a minimum of forty hours (40) to be eligible to pick on the guaranteed single day calendar.

Round one (1) selection will commence on the first (1<sup>st</sup>) Monday of the fall sailing schedule. Every full-time employee in each terminal will get twenty-four (24) hours to make their selection. If employees current contact information fails and/or there is not a response or pick made, then the employee will be passed for



selection. It is the employees' responsibility to give current contact information to the Employer before the vacation selection process begins. If an employee was passed they may make their selection, from what is available, when they contact the terminal supervisor. In round one (1) employees may select for maximum of eighty (80) hours in the summer that can be split, or one (1) to six (6) consecutive weeks in the off-season.

Round two (2) selection process will begin immediately after round one (1) ends. Every Full time employee in each terminal will get twenty-four (24) hours to make their selection. It is the employees' responsibility to give current contact information to the employer before the selection process begins. If an employee was passed they may make their selection, from what is available, when they contact the terminal supervisor. In round two (2) the employee may select one (1) to six (6) weeks with no restriction.

Guaranteed single day selection from the three hundred sixty-five (365) day calendar will commence with the round two (2) selection process.

Full-time and part-time/on-call employees wishing to select single vacation days on the single three hundred sixty-five (365) calendar may do so only as follows:

- A. A limit of fifteen (15) single days may be selected on the three hundred sixty-five (365) day calendar once two (2) forty (40) hour blocks has been chosen on the forty (40) hour block calendar.
- B. A limit of five (5) additional days for a total of twenty (20) single days may be selected on the three hundred sixty-five (365) day calendar once three (3) or more forty (40) hour blocks have been chosen on the forty (40) hour block calendar.
- C. An employee who chooses not to select a minimum of eighty (80) hours on the block calendar may not select guaranteed single days on the three hundred sixty-five (365) day calendar. Comp requests are on a first (1<sup>st</sup>) come, first (1<sup>st</sup>) served basis.
- D. Part-time/on-calls must have selected and have been awarded one (1) forty (40) hour week on their year round calendar from round one (1) or round two (2) in order to bid on the complete three hundred sixty-five (365) day calendar for guaranteed single day selection by seniority.
  - 1. A limit of ten (10) days may be selected on the three hundred sixty-five (365) day calendar once one (1) forty (40) hour block has been chosen on the forty (40) hour block calendar.

All open forty (40) hour block vacations will be left open on a first (1<sup>st</sup>) come first (1<sup>st</sup>) served basis.

**3.03** When a terminal Supervisor decides that a previously scheduled vacation is open and shall be filled, seniority will prevail in the selection process.

**3.04** Each terminal will provide a minimum of one (1) three hundred sixty-five (365) day calendar for employees assigned to that terminal who can select single day vacations or comp time. Only seventy (70) hours in a calendar week may be open or selected. Openings or selections causing an excess of seventy (70) hours in a week will be at the discretion of the Terminal Supervisor. However, during the week of the Thanksgiving and Christmas Holiday, and during the summer sailing schedule, selections causing an excess of forty (40) hours in a week will be at the discretion of the Terminal Supervisor. Single Day/comp selections, after an initial bid by seniority will be administered on a first (1<sup>st</sup>) come, first (1<sup>st</sup>) served basis. Requests for single day vacation submitted after noon on Wednesday of the prior week may be denied due to lack of coverage.

**3.05** Vacation leave for part-time/on-call employees will be bid in the vacation prescheduling process through the bid administrator and the vacation slots will be determined and posted system wide rather than at the individual terminal. Individual single day vacations and comp will be bid within the terminal calendar noted in Rule 3.04.

A. Round one (1) bidding will commence on October 1<sup>st</sup> and must be submitted by 23:59 of October 10<sup>th</sup> and the Employer will have the results out by October 15<sup>th</sup>. In round one (1) the employees may bid one (1) to four (4) weeks in the off-season that can be split.

B. Round two (2) bidding will commence on October 16<sup>th</sup> and must be submitted by 23:59 of October 26<sup>th</sup> and the Employer will have the results out by October 31<sup>st</sup>. In round two (2) the employee may bid for one (1) to six (6) weeks with no restriction. After qualifying picks are made in round one (1) and round two (2). Part-time on-calls may pick by seniority on the guaranteed single day vacation full fifty-two (52) week calendar list at the terminal in which they are currently assigned. (Reference 3.02 for GSDV rule).

**3.06** Relief employees will be assigned a home terminal, when working multiple terminal groupings, one (1) terminal will be assigned as the home terminal. Travel time and mileage shall be paid to Relief employees when working a terminal not assigned as their home terminal.

Relief employees shall be paid mileage and travel time both ways, for the distance between their regular relieving terminal or the terminal nearest their home, and the temporary relieving terminal, whichever is less, in accordance with Schedule A or D.

Reliefs will pick their shifts by their seniority at their home terminal a minimum of two (2) weeks prior to the Wednesday posting. Relief employees must select eight (8) hour or ten (10) hour shifts. By Tuesday at noon, prior to the Wednesday posting, relief employees shall contact their home terminal supervisor to select from available shifts. If they fail to call and select shifts, they will be assigned. Terminals with more than one (1) relief employee will assign Reliefs a time to call on Tuesday. Relief employees shall select forty (40) hours a week. Should

forty (40) hours not be available at the home terminal, the employee shall select hours within their terminal grouping, if available.

**3.07 Seasonal Relief Traffic Positions**

Each season, the Employer may elect to add relief traffic personnel to specific terminals. These positions are temporary and will be expected to last through an entire seasonal period. An employee working as a Seasonal Traffic Relief will be guaranteed forty (40) hours per week, they may be upgraded or promoted, as needed, to fill vacancies and traffic volume needs and will be paid in the same manner as defined in Rule 2.01(B).

Seasonal Traffic Relief Positions are considered to be Temporary Traffic Attendant positions and will not accrue seller seniority.

All positions described above will be filled in accordance with Rule 1.06(A)

**RULE 4 – TRAVEL AND MILEAGE PAY**

- 4.01** All travel time shall be paid at the employee’s regular straight-time rate of pay.
- 4.02** Part time and on-call employees will be assigned a home terminal, when working multiple terminal groupings, one terminal will be assigned as the home terminal. No travel time pay shall be paid to part-time or on-call employees; however, mileage will be paid in accordance with Appendix B Rule 4.04 when working a terminal not assigned as their home terminal. Year round and seasonal relief employees will be assigned a home terminal. When working multiple terminal groupings, one Terminal within that grouping will be assigned as the home terminal. When the year round or seasonal relief is required to work away from their home terminal they will be paid travel time and mileage as outlined in Schedule A, which is attached hereto and made a part hereof.
- 4.03** Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.
- 4.04** Employees who are not relief employees shall be paid mileage and travel time, both ways, for the distance between their regular relieving terminal or the terminal nearest their home, and the temporary relieving terminal whichever is less, in accordance with Schedule A, when employees are, at the Employer’s initiative, taken away from their terminal and temporarily assigned to a different terminal.

**RULE 5 – TERMINAL PART-TIME AND ON-CALL EMPLOYEES**

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

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

1. No employees employed by the Employer on March 31, 1980, shall be laid off as a consequence of adoption of part-time shifts or the employment of part-time employees, nor shall they be required to work part-time shifts. Part-time shifts are scheduled shifts of less than forty (40) hours per week, and shall not exceed thirty-five (35) shifts in the Terminal Department.
2. All hours worked in excess of ten (10) hours in any day, or forty (40) hours in any one (1) work week schedule shall be paid at the overtime rate, provided that employees who are working in positions which are affected by other overtime provisions in the Agreement or its Appendices shall be paid overtime as provided for in such provisions.
3. The employment of part-time employees shall only be allowed in the Terminal, Deck, and Information Departments. The employment of on-call employees shall be allowed in the Terminal, Deck, and Information Departments.
4. Sick Leave  
Part-time and on-call employees shall accumulate sick leave on a pro-rata basis, but may not use it until such time that they are assigned to a scheduled position.
5. Annual Leave  
Part-time and on-call employees shall accumulate annual leave on a pro rata basis.
6. Part-time and on-call Terminal Department employee's job assignment procedures shall be as follows:
  - a. Prior to the major schedule changes (summer and fall) the Employer will post the new system-wide Terminal work schedules at each Terminal. The schedules will reflect system-wide part-time shifts and on-call assignments. Not more than two (2) such postings will be required annually.
  - b. Within three (3) calendar days after each schedule change is posted, part-time and on-call employees shall enter their shift and assignment
  - c. choices on preference sheets and give the completed preference sheets to their respective Terminal Supervisors.
  - d. Part-time shifts and on-call assignments will be assigned from the preference sheets, giving priority to senior employees.

On-call assignments shall be limited to one of the single terminals or one of the terminal groups listed herein:

1. /Southworth/Vashon/Point Defiance/Fauntleroy
2. /Colman/Bremerton/Bainbridge
3. /Kingston/Port Townsend
4. Coupeville/Clinton/Anacortes
5. Mukilteo/Edmonds

All part-time and on-call employees will be subject to the following rules related to terminal groupings:

- Employees will bid and/or be assigned a home terminal within their terminal grouping.
- Employees will be paid travel time and mileage when working away from their home terminal.
- Employees may choose to not travel away from their home terminal by indicating on their preference sheet at the beginning of each season.
- All work will be assigned by seniority at their home terminal first; then, employees will be dispatched within their terminal grouping by seniority. When working at a sister terminal, the part-time/on-call employee's seniority does not supersede the seniority of the employees assigned to the sister terminal.

Terminal groups shall be subject to change after notice to and consultation with the Union. Part-time shifts shall be assigned at no more than two (2) terminals. Part-time employees may work additional scheduled or unscheduled hours arising at the assigned single terminal or within an assigned terminal group as set forth herein above.

### **RULE 6 – TERMINAL LEAD POSITION**

If a supervisor chooses to appoint a terminal employee to interface with the Operations Center and to perform other special, assigned, non-supervisory duties in the supervisor's absence, that employee shall be paid the same percent premium that an AB-Bos'n is paid over the AB rate.

## **APPENDIX C INFORMATION DEPARTMENT**

The following rules are in addition to Rule 1 through Rule 35 and apply to the Information Personnel only.

### **RULE 1 – HOURS OF EMPLOYMENT, OVERTIME, AND ASSIGNMENT**

**1.01** The principle of the eight (8) hour day is hereby established. For all practical purposes, ten (10) consecutive hours shall constitute one (1) work day. Forty (40) hours shall constitute a work week, and eighty (80) hours shall constitute a two (2) week work schedule. The following work schedules shall be observed:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- C. No work schedule shall have less than eight (8) hours off between scheduled shifts unless otherwise noted in Rule 1.06 (B)(1)(b) and Rule 1.06 (B)(2)(a).
- D. On Outreach days, shifts and hours will be offered by Seniority. Actual hours worked, not to exceed ten (10) hours, will be paid to employees.

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

An employee who wishes to be called for overtime on his/her regularly scheduled day off will submit his/her name to his/her supervisor to be placed on an overtime availability list. Employees will be called by seniority when overtime is available starting with the most senior employee. Once an employee has been dispatched for an overtime opportunity, his/her name will be checked off for that pay period. At the beginning of the each pay period, the supervisor will begin the dispatch starting with the most senior employee on the overtime availability list in accordance with the process set forth above.

**1.03** Part-time and on-call employees shall be allowed to work ten (10) consecutive hours per day. Employees reporting to a shift shall be paid not less than four (4) hours and hour-for-hour thereafter not to exceed ten (10) hours. Overtime shall be paid whenever the employee works more than ten (10) hours per day or forty (40) hours per work week.

**1.04** Shift Change. In the event that full-time year round shifts change or new full-time year round shifts are established for seasonal purposes, full-time, year round employees shall choose shifts according to seniority in their classification. For the purposes of this Rule a shift change means when any shift changes by more than

one (1) hour and/or the days off change, then all shifts will open up for bid in the Information Department.

**1.05 Filling of Vacancies Year Round Positions**

The Employer will post year round vacancies within ten (10) days of the opening, for a period of ten (10) days, identifying them by classification. The vacancy will be filled within ten (10) days after closing, unless the employee agrees to extend the number of days before taking the assignment. With this posting period, all interested employees must submit their request, in writing, with the vacancy/vacancies, and all subsequently created vacancies, being filled from these requests, and any requests on file, in the following order:

- A. System wide lateral transfers in the Information Department by classification seniority.
- B. System wide by year round Information Department employees requesting promotion to a higher classification by seniority.
- C. Inter-department transfers by year round employees from other departments, provided that no part-time/on-call employee within the Information Department with an earlier hire date has requested the year round position.
- D. Assign the most senior part-time/on-call employee within the Information Department to the year round position.

**1.06 Filling of Temporary Positions**

- A. Thirty (30) days or more - Temporary positions of thirty (30) days or more will be offered to part-time/on-call employees, by seniority. These temporary positions are filled for the whole term.
- B. Temporary Positions - Less than thirty (30) days - Job openings of thirty (30) days or less will be filled in the following manner:
  - 1. Weekly Assignments
    - a. Part-time/on-call employees will be offered schedules for known vacancies on a weekly basis based on their seniority and availability. The schedule will be posted in a location that can be viewed by all employees. This schedule and any changes will be provided for all affected employees and it will be the responsibility of each employee to read and make note of their assignments.
  - 2. Daily Assignments
    - a. Daily vacancies will be offered to Part-time and on-call employees, by seniority, when the number of hours of the vacancy is greater than their daily hours and will be restricted to one (1) reassignment per day. In the event all part-time and on-call employees refuse the offer, the employee with the least date of hire will be assigned the

shift. Failure of the employee to respond to a call within fifteen (15) minutes will allow the shift to go to the next senior employee in line.

**1.07 Scheduling of Vacations**

All vacation requests must be submitted six (6) weeks prior to the requested time off. Holiday time off will be scheduled by seniority in the department and “first (1<sup>st</sup>) come, first (1<sup>st</sup>) served” for other vacations. No more than two (2) vacations may be scheduled at any one (1) time, with the exception of holidays, when the Employer may schedule up to three (3) vacations.

- A. Variance - Employees may submit a vacation request with less than six (6) weeks’ notice two (2) times during the Summer schedule and three (3) times during Spring and Fall schedules. All such requests may be granted at the Employer’s discretion based on business necessity.
- B. All schedules will be prepared and released no less than six (6) weeks in advance. If the schedule is not received six (6) weeks in advance, employees will have one (1) week following the release of the schedule to submit a vacation request for dates during the first six (6) weeks of the schedule and have the request deemed timely (and not in Variance) even if less than six (6) weeks’ notice is given by the employee.
- C. Nothing in this Rule shall be deemed to limit the authority of the Department Manager or his/her designee to authorize time off under unusual circumstances, even where the request for time off does not fall within the criteria set forth above.

**RULE 2 – WORKING CONDITIONS**

**2.01** Information Department employees shall be assigned for payroll purposes to one (1) of the classifications listed in Rule 17 and shall be paid at the specified rate for such classification for work performed therein. Employees required to work in a higher classification will be paid at that rate of pay for the period equal to the time in which the employee worked in the higher classification; if more than four (4) hours is worked in a higher classification, payment for the entire shift will be at the higher rate of pay.

- A. Personnel covering vacations, days off, etc., who relieve Customer Service Agents shall be assigned to the highest classification worked and shall be paid at that rate for all work performed.

**2.02** Except in cases of emergencies, the Employer shall give six (6) weeks’ notice before instituting shift changes for Information Department.

**2.03** As an employee safety issue, the Employer will offer parking privileges within the 2901 Building to employees in the Information Department who work before 5 am or after 9 pm in that building.



### **RULE 3 – TRAVEL AND MILEAGE PAY**

- 3.01** All travel time shall be paid at the employee’s regular straight-time rate of pay.
- 3.02** No travel time or mileage pay shall be paid to part-time or on-call employees, except that when an on-call or part-time information department employee is assigned to a temporary assignment and that assignment includes travel to another location which is away from their normal work station in the information department or regular work station.
- 3.03** Distances and travel times between terminals shall be as set forth in “Schedule A” attached hereto and made a part hereof.
- 3.04** The mileage rate for employees who furnish their own transportation shall be that allowed by the Office of Financial Management for use of private automobiles.
- 3.05** Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.
- 3.06** Employees shall be paid mileage and travel time, both ways, for the distance between regular work station and the temporary workstation whichever is less, in accordance with Schedule A.
- 3.07** If the Employer requires an employee to use a private car for travel between terminals, travel pay, if any, and mileage will be paid in accordance with Schedule A.

### **RULE 4 – PART-TIME AND ON-CALL EMPLOYEES**

- 4.01** Part-time employees may be assigned and required to work any shifts described in the Agreement and its Appendices as well as shifts of lesser duration. An employee reporting to a shift shall be paid not less than four (4) hours straight-time pay for each shift worked.
- 4.02** Part-time and on-call employees may be employed subject to the following conditions:
- A. No employees employed by the Employer on March 31, 1980 shall be laid off as a consequence of the adoption of part-time shifts or the employment of part-time employees, nor shall they be required to work part-time shifts.
  - B. The maximum number of part-time positions in the Information Department shall be three (3), unless additional positions are agreed upon in a conference between the Employer and the Union. Part-time employees will not be used to reduce the number of full-time employees in the Information Department below six (6).

- C. The employment of part-time employees shall be allowed in the Information Department. The Employment of on-call employees shall be allowed in the Information Department.
- D. Sick Leave. Part-time and on-call employees shall accumulate sick leave on a pro rata basis, but may not use it until such time that they are assigned to a scheduled position.
- E. Annual leave. Part-time and on-call employees shall accumulate annual leave on a pro rata basis, and may request a vacation of not less than five (5) consecutive days, when mutually agreed to by both the employee and the Employer. Leave may not be taken until the employee has worked one thousand forty (1,040) hours.

## **RULE 5 – WEB INFORMATION AGENT SENIORITY**

**5.01** Seniority will be based on the successful completion of probation. Recently trained Web Information Agents will serve a one thousand forty (1040) hour probation period per Rule 31.02. If management determines during that time that the trainee cannot perform the job functions successfully, trainee can return to the information agent classification with their original seniority date. Employees who do not complete training or pass probation period will be offered resources in order to improve their skills. These resources are available for the employee to use on their own time. Employees will be offered training at a mutually agreed upon time upon completing improvement requirements with documentation of completion.

Web Information Agent positions will be bid by seniority for each schedule change. (Fall, Winter, Spring, Summer)

A person who bids for, and is awarded, a Web Information Agent position may not demote to Information Agent unless there is a reduction in force, or they voluntarily demote to an open Information Agent position. A Web Information Agent who elects to not bid for a Web Information Agent job must bid into open Information Agent positions (if they chose not to take a position they cannot later bump a less senior Web Information Agent who took the job.) Once an employee takes a Web Information Agent position, Web Information Agent seniority applies.

If management determines additional agents are needed, Web Information Agent training will be made available, by seniority, to employees in the Information Department who have proven they have the necessary skills as an Information Agent. These skills include, but are not limited to, good ferry system knowledge, proven computer skills, writing and organizational skills, and reliability.

Employees who pass the training requirements for a Web Information Agent and complete their probationary period will be given a Web Information Agent seniority date.

**APPENDIX D  
HIRING PROCEDURES**

**RULE 1 – GENERAL**

**1.01** In hiring employees for work in classifications covered by this Agreement, the provisions of this Appendix shall apply.

On a monthly basis from September to February and as need thereafter, the Union will provide to Washington State Ferries (WSF) a list of potential applicants who will be considered for employment by WSF. If the Union fails to provide the applicant list in a timely manner, or if the list is exhausted, the Employer shall obtain applicants from any source.

The Parties acknowledge and adopt the principle of affirmative action in hiring, as set forth in the adopted and approved affirmative action plan for the Washington State Department of Transportation as applied to the Washington State Ferry System.

It is understood that an applicant must be qualified to perform the essential duties of the position applied for, with or without accommodation, or they will not be hired.

**1.02** The WSF will notify the Union of applicants who are hired and their seniority date.

**1.03** For informational purposes, the WSF will provide the Union the method used by the Employer to place a new hire on the seniority list.

**1.04** The Union may continue its participation in the orientation program as previously agreed.

## **ADDENDUM A**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE INLANDBOATMEN'S UNION OF THE PACIFIC (MARINE DIVISION OF THE INTERNATIONAL LONGSHORE & WAREHOUSE UNION) AND WASHINGTON STATE FERRIES**

WSF and the IBU agree to the installation of interior cameras in tollbooths under the conditions set forth below. Exterior cameras will be installed in all areas necessary as determined by WSF as long as they are not recording inside employee personal areas.

1. WSF and the IBU agree to the installation of overt cameras within the interior space of WSF tollbooths. The placement of the interior camera will be above the EFS device giving view of the entire working countertop, inclusive of the selling window, to approximately 18" behind countertop. It will not be used to record in any other interior spaces, such as the area in the back of the booth.
2. Cameras inside tollbooths will be used to record and monitor sales transactions in conjunction with the Electronic Fare System and exterior cameras to provide complete coverage of sales transactions.
3. The recording of transactions is to be used as a deterrent to theft and to provide information regarding whether theft has occurred.
4. Recordings will only be used in disciplinary cases involving theft. Recordings may be used as a tool to enhance performance, but not as a tool to discipline for reasons other than theft.
5. Suspected theft of sales transactions will not be cause for discipline unless supported by video surveillance.
6. Sellers will not be, disciplined for events beyond their control e.g.: Vehicle refuses or fails to stop at tollbooth.
7. Sellers may view events of their sales during regular work hours in order to substantiate procedures.
8. The Union may view recordings on a random basis to ensure the terms of this agreement are complied with.
9. A Fleet Advisory will be sent informing all employees of their responsibility for egress/and ingress to WSF facilities.

10. A copy of this letter of understanding will be sent along with each employees bid package for fall bids.

This agreement only applies to those areas that are monitored by video surveillance connected to the EFS system. Theft outside of the EFS surveillance system is not contained in this letter of understanding.

For Washington State Ferries:  
Union:

For the Inlandboatmen's

    /s/     Date 8/1/05        /s/     Date 8/1/05

IBU signature sheet attached to original Memorandum of Understanding regarding installation of Interior Camera dated August 1, 2005.

**ADDENDUM B**  
**AGREEMENT**  
**BETWEEN**  
**WASHINGTON STATE FERRIES SYSTEM**  
**AND**  
**INLANDBOATMEN’S UNION OF THE PACIFIC,**  
**(MARINE DIVISION OF THE INTERNATIONAL LONGSHORE AND**  
**WAREHOUSE UNION)**

This letter of Agreement is to clarify the status of certain WSF employees in the terminal, deck, and information departments when transferring from one department to another.

If an employee has held a full-time permanent position within an IBU represented department of WSF, and loses the permanent position, they retain their status of full-time permanent employee for the purpose of transfers per Rule 19.08, and are eligible to transfer to another department, as specified in the transfer procedures in the contract.

Signed this 19 day of May, 2005.

WASHINGTON STATE FERRIES  
SYSTEM

INLANDBOATMEN’S UNION OF  
THE PACIFIC, MARINE DIVISION  
OF THE INTERNATIONAL  
LONGSHORE AND WAREHOUSE  
UNION

/s/

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/s/

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**ADDENDUM C**

**LETTER OF UNDERSTANDING  
BETWEEN  
WASHINGTON STATE FERRIES SYSTEM  
AND  
INLANDBOATMEN’S UNION OF THE PACIFIC  
(MARINE DIVISION OF THE INTERNATIONAL LONGSHORE AND WAREHOUSE UNION)  
Enhanced Firefighting (STCW-approved Basic and Advanced firefighting) Training**

Washington State Ferries and the Inlandboatmen’s Union hereinafter referred to as the ‘parties,’ have conferred and agree to the following terms of agreement relevant only to the subject matter of this Letter of Understanding.

1. The ‘enhanced’ training is required for all IBU represented fleet employees that have firefighting responsibilities aboard vessels.
2. The ‘enhanced’ training is approved and sanctioned via the **Standards of Training, Certification and Watchkeeping for Seafarers, 1995 (STCW ‘95)** and the United States Coast Guard.
3. WSF is in the process of creating a domestic equalization with international standards to enable WSF employees to qualify for WSF international opportunities.
4. WSF non-exempt employees are required to be medically fit for duty and SCBA fit-tested as part of the ‘enhanced’ training program.
5. Should an employee be unable to meet all the proficiencies of the ‘enhanced’ firefighting training, no adverse disciplinary action will be taken on behalf of WSF.

The parties understand and therefore agree to the provisions set forth in this agreement. Signed this 12 day of November, 2004.

WASHINGTON STATE FERRIES  
SYSTEM

INLANDBOATMEN’S UNION OF  
THE PACIFIC, MARINE DIVISION  
OF THE INTERNATIONAL  
LONGSHORE AND WAREHOUSE  
UNION

/s/

\_\_\_\_\_  
Captain Kelly Mitchell  
Senior Port Captain

/s/

\_\_\_\_\_  
Dennis W. Conklin  
Regional Director

/s/

\_\_\_\_\_  
Paul Elsey  
Labor Relations Negotiator

**ADDENDUM D**

**LABOR-MANAGEMENT AGREEMENT  
BETWEEN  
WASHINGTON STATE FERRIES SYSTEM  
AND  
INLANDBOATMEN’S UNION OF THE PACIFIC,  
(MARINE DIVISION OF THE INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION)**

[RCW 49.12.187](#), as amended by SSB 6054, Laws of 2003 c. 401, sec. 3, provides that the employer and exclusive bargaining representative may agree to vary and supersede the meal and rest period regulations and policies adopted by the Department of Labor and Industries in [WAC 296-126-092](#) and administrative guidelines under the Industrial Welfare Act. Pursuant to SSB 6054, this labor-management agreement reaffirms the parties’ prior agreement to vary from and supersede the requirements of [WAC 296-126-092](#).

In exchange for the ability to work a straight shift, the IBU and WSF have agreed to a paid meal period and rest periods that vary from and supersede the meal and rest periods required by [WAC 296-126-092](#). These agreed to meal and rest periods do not require a relief from duty and may occur intermittently. This Agreement does not circumvent nor contradict any provision of the Collective Bargaining Agreement.

Terminal employees at the docks and Information employees at WSF, who work eight (8) hours shifts, shall be allowed (during their eight [8] hour day) a one half-hour (thirty [30] minute) meal break. Employees recognize that they must be flexible when taking meal breaks and might be subject to return to duty during emergencies or other unforeseen circumstances including late arriving and late departing boats. Employees, with management acknowledgement, would also have the flexibility to move their half-hour lunch break if it fell during a time of backed-up traffic needing coordination to assure the vessels would run on schedule. These same employees shall also be given two fifteen (15) minute breaks during the eight-hour day. These breaks would be flexible.

Employees who work a ten (10) hour day shall be given one thirty (30) minute meal break, two fifteen (15) minute breaks and one ten (10) minute break. Employees working more than four (4) hours but less than five (5) hours shall receive one rest period of fifteen (15) minutes, but not a meal period.

This provision is effective upon the Governor’s signing of SSB 6054.

For WSF

For the IBU

          /s/            
Dated: 05/30/2003

          /s/            
Dated: 05/30/2003



## **ADDENDUM E**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WASHINGTON STATE FERRIES  
AND  
INLANDBOATMEN'S UNION OF THE PACIFIC  
(Marine Division of the International Longshore & Warehouse Union)**

**The CBA between the parties under Rule 19.04 - Establishing seniority, Section  
Four (4):**

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1. Seniority shall be established by classification(s) within the departments that follow. For seniority purposes, classifications of Terminal Department shall fall into two (2) categories:
  - a. Auto Ticket Seller, Passenger Ticket Seller
  - b. Passenger Ticket Taker, Auto Ticket Taker, Dock Watchman, Terminal Attendant
2. Employees hired in Category B, who are promoted to Category A, retain all their seniority for purposes of job bumping. Employees promoted to seller positions establish a seller seniority date, and shall retain all of their seniority in the lower classification.
3. Employees who are bumped from a higher classification to a lower classification use all their departmental seniority in the lower classification in the event of a bump.
4. Sellers who are bumped from their terminal must retain a seller position (that their selling seniority will provide) before being able to bid for a lower classification system-wide-unless the Employer and the Union do a Memorandum of Understanding to alter the CBA.
5. The parties agree to these above understandings. The agreements are based on past practice that the parties desire to retain as an agreement between the parties.
6. The IBU agrees that it shall not file any grievances through the CBA between the parties, nor will it file (in any other legal forum whatsoever) any legal action challenging this agreement herein between the parties regarding this applicable seniority.
7. The IBU further agrees to hold harmless and indemnify WSF for any and all liability associated with administration of these seniority applications.

Washington State Ferries System

Inlandboatmen's Union of the Pacific,  
Marine Division Of the International  
Longshore and Warehouse Union:

/s/

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Michael Manning  
Labor Relations Manager

/s/

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Dennis Conklin  
Passenger Industry Business Agent/PSR,

## ADDENDUM F

### MEMORANDUM OF UNDERSTANDING REGARDING REIMBURSEMENT OF TACOMA NARROWS BRIDGE TOLL

The Washington State Ferries (WSF), the Inlandboatmen's Union of the Pacific, Puget Sound Region (IBU) and the international Organization of Masters, Mates and Pilots (MM&P) enter into the following Interim Memorandum of Understanding addressing the tolls on the Tacoma Narrows Bridge for those employees affected by implementation of the crew schedule port change from Seattle to Bremerton.

1. Washington State Ferries will reimburse the toll on the Tacoma Narrows Bridge to only those employees that are permanently assigned to the Bremerton/Seattle route due to an inability to bid elsewhere and are required to drive from the Kitsap Peninsula through Tacoma at the end of their watch at the end of the service day.
2. Washington State Ferries will only reimburse for those days reflected on the watch schedule and the employee actually traveled for work.
3. The reimbursement will not be given to relief or on call employees.
4. Washington State Ferries will determine the reimbursement process; however, included in that process will be proof of usage.
5. This agreement is non-precedent setting and does not create a practice for any current or future tolling on bridges or roadways.

**Mutually Agreed to on this 5th day of November 2009.**

/s/ _____	/s/ _____
Jerry Holder OFM/LRO	Steve Rodgers Washington State Ferries
/s/ _____	/s/ _____
Tim Saffle International Organization of Masters Mates and Pilots	Dennis Conklin Inlandboatmen's Union of the Pacific

## **ADDENDUM G**

### **MEMORANDUM OF UNDERSTANDING REGARDING THE EMPLOYMENT OF RETIRED EMPLOYEES**

The Washington State Department of Transportation, Ferries Division (WSF), and the Inlandboatmen's Union of the Pacific, Puget Sound Region (IBU) mutually agree to the following addressing the hiring of retired WSF employees for Summer Season.

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

1. WSF employees who retired under the provisions of the Retirement Systems administered by the State of Washington may be rehired consistent with all applicable provisions, laws and regulations of the applicable retirement system.
2. The hiring and selection of retiree(s) shall be at the sole discretion of WSF. Retired WSF employees that are interested in working during the following specified periods shall notify WSF of their interest, in writing. The hiring of Retirees will be limited to five (5) in the Deck Department and five (5) in the Terminal Department during the shoulder schedules May 1<sup>st</sup> through June 15<sup>th</sup> and the end of Summer Season through the first week period of October.

During the Summer Season Retirees shall be limited to ten (10) in the Terminal and fifteen (15) in the Deck Departments. Retirees may be offered an assignment when WSF has a need for additional employees during the Summer Season, provided they meet the minimum requirements. They may work any position in their department for which they are qualified and will be paid at the current rate for the classification in which they worked at the time of retirement. Retirees will have no seniority other than during the specified timeframe above. This seasonal seniority shall be specific to and amongst retirees only, and shall not be bridged season to season. Retirees shall not receive benefits as described in Rule 20 and shall not be covered by Appendix A, Rule(s) 6.02 and 6.03.

3. All existing part-time and on call employees will be offered work prior to offering an assignment to retirees.
4. At the end of the above specified period, the retiree shall be informed as to their status of being eligible or ineligible for rehire for the following period(s) or Summer Season. If the retiree is not eligible for rehire, the reason(s) for being ineligible shall be given in writing and the retiree may ask the Director of Operations or his designee for reconsideration. However, the final determination shall not be subject to the Rule 14, grievance procedure.

5. The hiring of retirees for work other than during the period(s) specified shall be by the mutual agreement of WSF and IBU. Such agreement shall be in writing. However, Retirees who were employed during the period(s) specified above may be called to voluntarily work Thanksgiving day, six (6) days before and/or six (6) days after Thanksgiving day, Christmas day, six (6) days before and/or six (6) days after Christmas day, if all other employees have already been offered positions and WSF continues the need to fill vacancies.

**Mutually agreed to this 30th day of November 2009.**

/s/	/s/
_____ Jerry Holder OFM/LRO	_____ Steve Rodgers Washington State Ferries

/s/	/s/
_____ Paul A. Ganalon Washington State Ferries	_____ Dennis Conklin Inlandboatmen's Union of the Pacific

## **ADDENDUM H**

### **MEMORANDUM OF UNDERSTANDING REGARDING EARLY RELIEVING PROCEDURES**

The Washington State Department of Transportation, Ferries Division (WSF) and the Inlandboatmen's Union of the Pacific Puget Sound Region (Union) enter into the following Memorandum of Understanding (MOU) clarifying the early relieving by employees. Nothing in this MOU may be used in any proceeding to otherwise amend or modify the Collective Bargaining Agreement.

1. Employees may be properly relieved prior to the end of their scheduled watch and at a terminal other than the terminal where they began the duties.
2. The Master shall know the work status of all watch-standers. Employees requesting to be relieved early shall inform the Mate of their request and the Mate shall immediately inform the Master. If the Mate is not available, the employee shall make the request to the Master. The Master retains the authority to deny any requests for early relief of any of their assigned crew.
3. Any agreement between employees to relieve early or be relieved early shall not violate the CBA manning levels.
4. Any agreement between employees to relieve early or be relieved early shall not be subject to grievance process.
5. There shall be no Deck bump-up as a result of early relief without the Mater's or Mate's approval. Early reliefs shall be qualified, competent and shall perform the duties of the position being relieved.
6. The early relieving of an employee shall comply with SMS crew dispatch qualifications and procedures.
7. The early relieving of an employee shall comply with USCG crew endurance standards. (No violation of the 12 in 24 Rule)
8. The ships log and the employees' time sheets shall document accurately any relief, to relieve early or to be relieved early.
9. Employees shall be compensated for only those hours of the watch they are scheduled whether relieved early or relieving early.
10. Overtime shall be paid only for the time actually worked beyond employee's scheduled shift whether relieved early of relieving early.
11. Relief employees relieved early that are entitled to travel time for the watch being worked shall adjust their pay to travel within the workday. Relief employees

relieved early at terminals other than the regular relieving terminal will be paid travel time from that terminal to their home terminal. (This rule neither increases nor decreases any travel time cap, arbitrated or negotiated.)

**Example 1**

Employee A is scheduled to work from 0500 to 1300 (8hrs). End of shift is 1300  
Employee B is scheduled to work from 1300 to 2100 (8hrs). End of shift is 2100

*Employee A is relieved early by employee B at 1200hrs.*

Employee A shall be paid for eight straight time hours.  
Employee B shall be paid for eight straight time hours.

**Example 2**

Employee A is scheduled to work from 0500 to 1300 (8hrs). End of shift is at 1300  
Actual ring off is 1305  
Employee B is scheduled to work from 1300 to 2100 (8hrs). End of shift is 2100

*Employee A is relieved early by employee B at 1200hrs.*

Employee A shall be paid for eight straight time hours.  
Employee B shall be paid for eight straight time hours.

**Example 3**

Employee A is scheduled to work from 0500 to 1300 (8hrs). End of shift is 1300  
Employee B is scheduled to work from 1300 to 2100 (8hrs). End of shift is 2100  
Actual ring off is at 2105

*Employee A is relieved early by employee B at 1200hrs.*

Employee A shall be paid for eight straight time hours.  
Employee B shall be paid for eight straight time hours and ¼ hour of OT.

**Example 4**

Employee A is a Relief employee scheduled to work from 0500 to 1300 at Bremerton (8hrs).  
End of shift is 1300  
Employee B is scheduled to work from 1300 to 2100 at Bremerton (8hrs). End of shift is 2100

*Employee A is relieved early by employee B in Seattle.*

Employee A would be paid travel time from Seattle to their home terminal according to schedule A.

**Mutually Agreed to on this 28th day of October 2010.**

\_\_\_\_\_  
/s/  
Jerry Holder  
OFM/LRO

\_\_\_\_\_  
/s/  
George A. Capacci  
WSDOT Ferries Division

\_\_\_\_\_  
/s/  
Leah Maurseth  
WSDOT Ferries Division

\_\_\_\_\_  
/s/  
Dennis Conklin  
Inlandboatmen's Union of the Pacific

\_\_\_\_\_  
/s/  
Jay Ubelhart  
Inlandboatmen's Union of the Pacific



## **ADDENDUM I**

### **MEMORANDUM OF UNDERSTANDING REGARDING TERMINAL VACATION BIDDING RULES**

The Washington State Department of Transportation, Ferries Division (WSF) and the Inlandboatmen's Union of the Pacific Puget Sound Region (Union) enter into the following Memorandum of Understanding (MOU). This agreement incorporates by reference the vacation bidding rules outlined in QN 4663 October 8, 2008, in order to utilize the single day vacation calendar:

The parties mutually agree to the following:

1. This MOU is effective beginning with the 2012 terminal employee vacation bidding beginning in October 2011; it will be reviewed in August of 2012 by both parties to determine if any modifications need to be made. Either party will notify the other prior to August 30, 2012 if there is a necessity to meet and discuss.
2. Employees who have notified the employer of their intent to retire during the calendar year for which selections are being made will be exempt from a mandatory selection of vacation time on the forty (40) hour block calendar in order to utilize the single (365) day calendar. However, any employee intending to retire will be limited to ten (10) days of vacation on the single day calendar. Should an employee elect not to retire after giving notice, they will not be allowed to exercise this exemption for the next 3 years of vacation bidding.
3. Employees wishing to select single vacation days on the single (365) day calendar may do so only as follows:
  - A limit of five (5) single days may be selected on the 365 day calendar once one 40 hour block has been chosen on the 40 hour block calendar.
  - A limit of fifteen (15) single days may be selected on the 365 day calendar once two 40 hour blocks has been chosen on the 40 hour block calendar.
  - A limit of twenty (20) single days may be selected on the 365 day calendar once three or more 40 hour blocks have been chosen on the 40 hour block calendar.
  - An employee who chooses not to select a minimum of 40 hours on the block calendar may only select single days on the 365 day calendar after all other employees who have taken time on the block calendar have had an opportunity to select single days on the 365 day calendar regardless of seniority.

**Mutually agreed to this 31<sup>st</sup> day of October, 2011.**

\_\_\_\_\_/s/  
Jerry Holder  
OFM/LRO

\_\_\_\_\_/s/  
George Capacci  
WSF

\_\_\_\_\_/s/  
Leah Maurseth  
WSF/DOT

\_\_\_\_\_/s/  
Dennis Conklin  
Inlandboatmen's Union of the Pacific

## **ADDENDUM J**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS DIVISION  
AND  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
THE INLANDBOATMEN'S UNION OF THE PACIFIC**

The Office of Financial Management/Labor Relations Division (OFM/LRD), The Washington State Department of Transportation, Ferries Division (WSF) and the Inlandboatmen's Union of the Pacific (IBU) enter into the following MOU regarding a training program for employees that are Ordinary Seaman (OS) to secure an Able Seaman endorsement.

The parties agree as follows:

1. WSF will establish a program which will enable qualified OS employees who have two (2) years seniority with the WSF to secure an MMC endorsement for Able Seaman Limited in a school or certified training class.
2. WSF shall determine the number of qualified employees, if any, participating in the program. Once the number of employees allowed to participate in the program has been determined, WSF will solicit for applicants and approve the most senior OS employees making application. Employees approved to attend AB school will be granted the necessary time off from work.
3. Opportunities for AB school/training may occur during the Fall/Winter/Spring season(s).

### **Reimbursement**

4. Only applicants approved by WSF are eligible to be reimbursed for tuition costs, vacation or compensatory time.
5. Upon WSF approval and submission of receipts for enrollment into an approved maritime school, 80% of tuition costs will be reimbursed by WSF. Once successfully receiving an MMC endorsement for AB Limited and it is submitted to WSF, and the employee has *worked* for three hundred twenty (320) hours as an AB, WSF shall reimburse the remaining twenty percent (20%) of the cost of tuition. Once the employee has



## **ADDENDUM K**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS DIVISION  
AND  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
THE INLANDBOATMEN’S UNION OF THE PACIFIC**

The Office of Financial Management/Labor Relations Division (OFM/LRD), The Washington State Department of Transportation, Ferries Division (WSF) and the Inlandboatmen’s Union of the Pacific (IBU) enter into the following MOU regarding the elimination of mandatory off-Season Layoffs.

The parties agree to the following:

1. The purpose of this memorandum is to eliminate mandatory off-Season Layoffs established in MOU 6-97 [3.5] and the MEC settlement agreement for cases No. 23-07 & No. 9-09. The intent of this revision is to enable newly-hired deck, terminal, and information department employees to qualify for medical benefits from the point of initial employment. It should be noted that once an employee meets qualifying criteria, benefits will begin at the first day of the following month.
2. The Public Employees Benefit Board (PEBB) is responsible for establishing the rules qualifying employees for medical benefits. The current rules for qualifying for benefits are:
  - a. “Employees are eligible for PEBB benefits upon employment if the employer anticipates the employee will work an average of at least 80 hours per month and at least eight hours in each month for more than six consecutive months.”
3. Washington State Ferries will award benefits to newly-hired Deck and Terminal employees when it is anticipated the employee will meet the criteria above.
4. Washington State Ferries will continue to comply with all other guidance established in MOU 6-97 regarding layoff and recall determination. Washington State Ferries will review leave requests in lieu of layoffs if there is an available employee from the layoff list who wishes to continue to work. This will be done in the following manner,

*example* - if the first fifteen employees are not laid off, but the eighth employee on the seniority list requests a layoff, WSF will look at the next most senior available employees to take that position.



SCHEDULE A

# IBU Schedule A

A	Schedule A	Anacortes	Bremerton	Mukilteo	Clinton	Edmonds	Kingston	Fauntleroy	Vashon	Southworth	Pt. Defiance	Tahlequah	Pier 52	Bainbridge	Pt. Townsend	Coupeville	WSF 2901 Bldg.
		Time	2.7	1.4	1.6	1.6	2	1.9	2.3	2.6	2.5	2.8	1.7	2.3	1.6	1.1	1.7
Miles	84	66	66	76	76	93	93	93	124	124	84	84	43	43	84	84	
Bremerton	Time	2.7	1.7	2.1	1.2	0.7	1.2	0.7	0.5	0.8	1	1	0.7	1.2	1.7	1.1	
Miles	84	47	47	28	28	17	17	17	32	32	0	31	50	50	2		
Mukilteo	Time	1.4	1.7	0.3	0.5	1	0.9	1.2	1.6	1.4	1.7	0.6	1.5	1.4	0.9	0.7	
Miles	66	47	0	19	19	35	35	35	66	66	27	41	26	26	26		
Clinton	Time	1.6	2.1	0.3	0.9	1.4	1.2	1.6	1.9	1.7	2	0.9	1.8	1.1	0.6	1	
Miles	66	47	0	19	19	35	35	35	66	66	27	41	26	26	26		
Edmonds	Time	1.6	1.2	0.5	0.9	0.5	0.7	1.1	1.4	1.2	1.5	0.5	1	1.4	1.4	0.5	
Miles	76	28	19	19	0	26	26	26	57	57	18	22	35	45	17		
Kingston	Time	2	0.7	1	1.4	0.5	1.6	1.1	0.9	1.2	1.5	1.1	0.5	0.9	1.4	1	
Miles	76	28	19	19	0	40	40	40	56	56	22	22	35	35	17		
Fauntleroy	Time	1.9	1.2	0.9	1.2	0.7	1.6	0.3	0.7	1	1.3	0.3	0.9	2.1	1.8	0.3	
Miles	93	17	35	35	26	40	0	0	44	44	8	8	62	61	10		
Vashon	Time	2.3	0.7	1.2	1.6	1.1	1.1	0.3	0.2	0.7	0.4	0.6	1.2	1.6	2.1	0.7	
Miles	93	17	35	35	26	40	0	0	14	14	8	43	62	61	10		
Southworth	Time	2.6	0.5	1.6	1.9	1.4	0.9	0.7	0.2	0.7	0.6	1	1	1.4	2.5	1	
Miles	93	17	35	35	26	40	0	0	31	14	8	43	62	61	10		
Pt. Defiance	Time	2.5	0.8	1.4	1.7	1.2	1.2	1	0.7	0.7	0.3	0.9	1.2	1.7	2.3	0.9	
Miles	124	32	66	66	57	56	44	14	31	0	41	58	77	92	42		
Tahlequah	Time	2.8	1	1.7	2	1.5	1.5	1.3	0.4	0.6	0.3	1	1.6	2	2.5	1.1	
Miles	124	32	66	66	57	56	44	14	14	0	22	57	76	75	24		
Pier 52	Time	1.7	1	0.6	0.9	0.5	1.1	0.3	0.6	1	0.9	1	0.6	1.7	1.5	0.1	
Miles	84	0	27	27	18	22	8	8	8	41	22	0	46	53	2		
Bainbridge	Time	2.3	0.7	1.5	1.8	1	0.5	0.9	1.2	1	1.2	1.6	0.6	1.1	1.6	0.7	
Miles	84	31	41	41	22	22	8	43	43	58	57	0	46	46	2		
Pt. Townsend	Time	1.6	1.2	1.4	1.1	1.4	0.9	2.1	1.6	1.4	1.7	2	1.7	1.1	0.5	1.8	
Miles	43	50	26	26	35	35	62	62	62	77	76	46	46	0	48		
Coupeville	Time	1.1	1.7	0.9	0.6	1.4	1.4	1.8	2.1	2.5	2.3	2.5	1.5	1.6	0.5	1.6	
Miles	43	50	26	26	45	35	61	61	61	92	75	53	46	0	52		
WSF 2901 Bldg.	Time	1.7	1.1	0.7	1	0.5	1	0.3	0.7	1	0.9	1.1	0.1	0.7	1.8	1.6	
Miles	84	2	26	26	17	17	10	10	10	42	24	2	2	48	52		

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

**SCHEDULE D**

# IBU Schedule D

<b>D</b>	Schedule A	Anacortes	Bremerton	Mukilteo	Clinton	Edmonds	Kingston	Fauntleroy	Vashon	Southworth	Pt. Defiance	Tahlequah	Pier 52	Bainbridge	Pt. Townsend	Coupeville	WSF 2901 Bldg.
Anacortes	Time		2.9	A	A	A	3.3	A	3.0	2.9	A	A	A	3.4	3.9	A	3.5
	Miles		149	A	A	A	171	A	147	147	A	A	A	177	195	A	177
Bremerton	Time	2.9		1.9	3.9	1.7	A	1.5	A	A	A	A	1.4	A	A	3.5	0.7
	Miles	149		91	195	82	A	69	A	A	A	A	66	A	A	72	32
Mukilteo	Time	A	1.9		2.4	A	2.3	A	2	1.8	A	A	A	2.3	2.8	1.9	2.4
	Miles	A	91		113	A	114	A	89	89	A	A	A	117	137	89	118
Clinton	Time	A	3.9	2.4		2.5	4.3	2.9	4.2	3.9	3.4	A	2.6	4.3	4.8	A	4.4
	Miles	A	195	113		122	218	138	193	193	170	A	130	221	240	A	222
Edmonds	Time	A	1.7	A	2.5		2.1	A	1.9	1.7	A	A	A	2.2	2.7	2.1	2.2
	Miles	A	82	A	122		105	A	80	80	A	A	A	109	128	99	110
Kingston	Time	3.3	A	2.3	4.3	2.1		2.1	A	A	A	A	1.8	A	A	3.9	0.5
	Miles	171	A	114	218	105		96	A	A	A	A	89	A	A	195	17
Fauntleroy	Time	A	1.5	A	2.9	A	2.1		1.6	1.4	A	A	A	2.1	2.5	2.4	2
	Miles	A	69	A	138	A	96		67	67	A	A	A	98	115	115	96
Vashon	Time	3	A	2	4.2	1.9	A	1.6		A	1	A	1.5	A	A	3.6	1.2
	Miles	147	A	89	193	80	A	67		A	31	A	64	A	A	170	44
Southworth	Time	2.9	A	1.8	3.9	1.7	A	1.4	A		A	A	1.3	A	A	3.4	1
	Miles	147	A	89	193	80	A	67	A		A	A	64	A	A	170	44
Pt. Defiance	Time	A	A	A	3.4	A	A	A	1	A		A	A	A	A	3	1.2
	Miles	A	A	A	170	A	A	A	31	A		A	A	A	A	147	59
Tahlequah	Time	A	A	A	A	A	A	A	A	A	A		A	A	A	A	1.7
	Miles	A	A	A	A	A	A	A	A	A	A		A	A	A	A	58
Pier 52	Time	A	1.4	A	2.6	A	1.8	A	1.5	1.3	A	A		1.8	2.3	2.2	1.9
	Miles	A	66	A	130	A	89	A	64	64	A	A		92	111	107	93
Bainbridge	Time	3.4	A	2.3	4.3	2.2	A	2.1	A	A	A	A	1.8		A	3.9	0.1
	Miles	177	A	117	221	109	A	98	A	A	A	A	92		A	199	0
Pt. Townsend	Time	3.9	A	2.8	4.8	2.7	A	2.5	A	A	A	A	2.3	A		4.4	1.1
	Miles	195	A	137	240	128	A	115	A	A	A	A	111	A		217	46
Coupeville	Time	A	3.5	1.9	A	2.1	3.9	2.4	3.6	3.4	3	A	2.2	3.9	4.4		4
	Miles	A	172	89	A	99	195	115	170	170	147	A	107	199	217		199
WSF 2901 Bldg.	Time	3.5	0.7	2.4	4.4	2.2	0.5	2	1.2	1	1.2	1.7	1.9	0.1	1.1	4	
	Miles	177	32	118	222	110	17	96	44	44	59	58	93	0	46	199	

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



## **LETTER OF UNDERSTANDING NO. 1**

### **Scheduling**

As discussed at the bargaining table the parties agree to meet and discuss various work shifts options and the feasibility of implementing any such option. The parties further agree to utilize the Labor Management Committee, as provided for in the agreement, as the forum for these discussions. By mutual agreement, the Parties may increase the number of committee members in the LMC meetings regarding this subject.

## **LETTER OF UNDERSTANDING NO. 2**

### **New Construction**

Beginning November of 2007 Union and Employer representatives will meet on a six (6) month basis to discuss any current or new construction projects ( i.e. new or refurbishment of vessels, new or remodel of terminals, etc.) that may impact bargaining unit employees. The Labor management Committee will be utilized between meetings to discuss issues of mutual concern regarding any planned projects.

## **LETTER OF UNDERSTANDING NO. 3**

### **Sleeping Quarters**

As discussed at the bargaining table the parties agreed to review and evaluate the issue of sleeping quarters. The Parties further agreed to utilize the Labor Management Committee, as provided for in the agreement, as the forum for these discussions.

## **LETTER OF UNDERSTANDING NO. 4**

### **Schedule of Availability**

As discussed at the bargaining table, the parties agreed to review and rewrite the Schedule of Availability in the Terminal Department.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INLANDBOATMEN’S UNION OF THE PACIFIC  
AND  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT, STATE  
HUMAN RESOURCES, LABOR RELATIONS SECTION**

This Memorandum of Understanding (MOU) by and between the Inlandboatmen’s Union of the Pacific (IBU), the Washington State Department of Transportation, Ferries Division (WSF), and the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer) is mutually agreed to regarding Appendix B, Rule 1.05, Filling of Vacancies Year Round Positions.

The parties agree to the following:

**1.05 Filing of Vacancies Year Round Positions**

The Employer will post year round vacancies for a period of ten (10) days, on the first day of each month, except for the months of October and June, on a 1-800 telephone line, identifying them by classification, location and key number. The listing will close ten (10), days after posting. The vacancy will be filled the second Sunday after closing, unless the Employer and the employee agree to extend the number of days before taking the assignment. Within this posting period, all interested employees must submit their request, in writing, on forms provided by the Employer no later than ten (10) days after posting, with the vacancy/vacancies, and all subsequently created vacancies, being filled from these requests in the following order:

- A. System wide lateral transfers in the Terminal Department by year round employees by classification seniority.
- B. System wide by year round Terminal Department employees requesting promotion to a higher classification by seniority.
- C. Inter-department transfers by year round employees from other departments, provided that no part-time/on call employee within the Terminal Department with an earlier hire date has requested the year round position.
- D. Assign the most senior part-time/on call employee within the Terminal Department to the year round position, provided that no employee shall be compelled to accept an assignment based more than twenty-five (25) miles or more than forty-five (45) minutes of travel time, from his or her home terminal.

Mutually agreed to this 19<sup>th</sup> of October, 2015

/s/	/s/
_____ Lynne Griffith Washington State Department Of Transportation, Ferries Division	_____ Peter Hart Inlandboatmen's Union of the Pacific

/s/	/s/
_____ Jerry Holder Office of Financial Management SHR, Labor Relations	_____ Christopher Simmons Inlandboatmen's Union of the Pacific

/s/
_____ Susan Moriarty Washington State Department Of Transportation, Ferries Division

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INLANDBOATMEN'S UNION OF THE PACIFIC  
AND  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT, STATE  
HUMAN RESOURCES, LABOR RELATIONS SECTION**

**Bidding Part Time Watches**

This Memorandum of Understanding by and between the Washington State Department of Transportation, Ferries Division, the Inlandboatmen's Union of the Pacific, Puget Sound Region and the State of Washington, Office of Financial Management, Labor Relations Section regarding the Bidding of Part Time Watches is as follows:

1. Part Time watches shall be bid as permanent jobs or extended temporary jobs according to Appendix A, Rule 1.05. (Appendix A, Rule 1.04 excludes Part Time watches from bumps in the event of shift changes.)
2. Employees can bid into or out of Full Time or Part Time watches as extended temps per Appendix. A, Rule 1.05, B.
3. Employees on Part Time watches that are interested in working extra hours on their days off shall fill out an availability sheet each season as to whether they want to be called to work extra hours on their days off. Working extra hours may not always be offered or be possible if there is insufficient work. Employees may change this election once each season.
4. Employees on Part Time watches that choose to be called and offered extra work on their days off subject to Appendix A, Rule 7.03, with the exception that in Appendix A, Rule 7.03 E, the number of refusals does not apply, and Rule F. 1, 2, & 3 do not apply. All other language in this rule applies.
5. After Relief employees have been offered the work and jobs remain unfilled, an employee(s) on a Part Time Watch who elects to be available for work on their days off will be called by dispatch and offered the additional work, per the deck dispatch by seniority system (DOSS). They will be offered work by seniority at the time they are called.

After Relief employees have been offered the work and jobs remain unfilled, an employee(s) on a Part Time Watch who elects to be available for work on their days off will be offered work by their AB or OS seniority along with the On-calls, per the deck dispatch by seniority system (DDSS). They will be offered work by seniority at the time they are called.

7. Part Time employees shall be offered available work prior to the assigning on-call employees.
8. Employees assigned permanently or as an extended temporary to a part time watch will be paid travel time and mileage when working away from their home terminal.

Mutually agreed to this 23<sup>rd</sup> of November, 2015

/s/

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Jerry Holder, Chief Negotiator  
Office of Financial Management  
SHR, Labor Relations

/s/

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Christopher M. Simmons, Business Agent  
Inlandboatmen's Union of the Pacific

/s/

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Captain Greg Faust  
WSF Director of Operations

/s/

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Susan Moriarty, Labor Relations Manager  
Washington State Department  
Of Transportation, Ferries Division



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INLANDBOATMEN’S UNION OF THE PACIFIC  
AND  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT, STATE  
HUMAN RESOURCES, LABOR RELATIONS SECTION**

This Memorandum of Understanding (MOU) by and between the Inlandboatmen’s Union of the Pacific (IBU), the Washington State Department of Transportation, Ferries Division (WSF), and the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer) is mutually agreed to regarding paid sick leave usage consistent with WAC 296-128-630.

The parties agree to amend Rule 21.01 of the Collective Bargaining Agreement (CBA) as follows:

**Remains in effect until December 31, 2017**

**RULE 21 – SICK LEAVE**

**21.01** Each full time employee who has completed six (6) months of continuous employment shall receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service commencing with the employee’s date of employment. Sick leave credits shall accumulate. Sick leave accruals for part-time and/or temporary employees will be computed on a percentage of two thousand eighty (2,080) straight time or guaranteed time hours compensated during the year. Each part-time and on-call employee may request to have an audit of their vacation accruals within fifteen (15) days of their anniversary date. The audit will adjust vacation credits up or down based on the percentage of two thousand eighty (2,080) hours for each employee. Any adjustments will be credited to the employees leave bank within thirty (30) days.

**In effect January 1, 2018**

**RULE 21 – SICK LEAVE**

**21.01** Each full time employee shall receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service commencing with the employee’s date of employment. Sick leave credits shall accumulate. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment. Sick leave accruals for part-time and/or temporary employees will be computed on a percentage of two thousand eighty (2,080) straight time or guaranteed time hours compensated during the year. Each part-time and on-call employee may request to have an audit of their



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INLANDBOATMEN’S UNION OF THE PACIFIC  
AND  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT, STATE  
HUMAN RESOURCES, LABOR RELATIONS SECTION**

This Memorandum of Understand (MOU) by and between the Inlandboatmen’s Union of the Pacific (IBU), and the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer).

The parties agree to amend Rule 3 Union Security as follows:

**RULE 3 – UNION SECURITY**

- 3.01** The Employer shall, when provided with written authorization by an employee covered by this agreement, deduct from salary payments the uniform membership dues, initiation fee, or fees, and transmit all dues and fees to the Union. ~~Pursuant to RCW 47.64, all bargaining unit employees shall fulfill a union security obligation as a condition of continued employment. The Employer shall enforce this obligation by deducting from salary payments, on the receipt of written authorization from the employee, the uniform dues, including initiation fee, required for membership or, for non-members, a fee equivalent to such uniform dues including initiation fee.~~
- 3.02** The Union and employees agree to indemnify, defend and hold the Employer harmless from any claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any check-off of dues or fees for the Union. ~~No provision of this Rule shall preclude an employee from executing the right of non-association based on a bona fide religious tenet or teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to dues to a non-religious charity or to another charitable organization agreed upon by the employee affected and the Union.~~
- 3.03** The Employer shall honor the terms and conditions of each worker’s signed membership card and signed dues authorization. An employee may cancel his or her payroll deduction of dues/fees by written notice to payroll and the Union, consistent with the terms and conditions of each worker’s signed membership card and signed dues authorization. ~~The Union agrees to indemnify and hold harmless the Employer for any and all liability resulting from such deductions.~~



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INLANDBOATMEN’S UNION OF THE PACIFIC  
AND  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT, STATE  
HUMAN RESOURCES, LABOR RELATIONS SECTION**

This Memorandum of Understanding (MOU) by and between the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer), and the Inlandboatmen’s Union of the Pacific (IBU), is regarding the early implementation of amendments to Rule 10 of the Collective Bargaining Agreement.

The parties agree to the following:

1. Rule 10.01 and Rule 10.06 as negotiated and TA’d by the parties August 23, 2018, shall be implemented early and in effect as of September 2, 2018.

**10.01** All overtime worked by an employee will be paid at one and one-half (1 ½) times the employee’s straight-time rate of pay. Actual time will be reported but overtime will be paid in the following six (6) increments based on the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first (1<sup>st</sup>) hour. For time worked in excess of one (1) hour, overtime will be paid at one and one-half (1 ½) the employee’s straight-time rate of pay, in one (1) hour increments.

~~There shall be an overtime list for employees having an AB endorsement and an overtime list for employees that do not hold an AB endorsement.~~

An employee who wishes to be called for overtime on his/her regularly scheduled day(s) off will advise Dispatch in writing and will be placed on the overtime availability list. Employees will be dispatched by OS seniority from the overtime availability list, starting with the most senior employee. Employees may limit the routes or hours they will work using the Overtime Route Preference sheet. Once an employee has been dispatched for an overtime opportunity, his/her name will be checked off for that work period. At the beginning of each work period, Dispatch will return to the top of the overtime availability list and will repeat the process set forth.



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

Executed this 1st day of July, 2017

For the Inlandboatmen's Union of the Pacific, Marine Division of the International Longshore and Warehouse Union:

\_\_\_\_\_/s/  
Alan Cote  
National President

\_\_\_\_\_/s/  
Peter Hart  
IBU/PSR Regional Director

For the State of Washington:

\_\_\_\_\_/s/  
Jay Inslee  
Governor

\_\_\_\_\_/s/  
Diane Lutz, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Jerry Holder, Chief Negotiator  
OFM/SHR, Labor Relations Section