COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

DISTRICT NO. 1 – PCD, MARINE ENGINEERS' BENEFICIAL ASSOCIATION (AFL-CIO)
LICENSED ENGINEER OFFICERS

EFFECTIVE
JULY 1, 2025 THROUGH JUNE 30, 2027

2025-2027

MARINE ENGINEERS' BENEFICIAL ASSOCIATION
LICENSED ENGINEER OFFICERS
2025-2027

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PREAMBLE

This Agreement, made by and between the District No. 1 Pacific Coast District, MARINE ENGINEERS' BENEFICIAL ASSOCIATION-MEBA, (AFL-CIO) (hereinafter referred to as the "Union") and the STATE OF WASHINGTON (hereinafter referred to as the "Employer").

It is agreed by the parties that it is in their mutual best interest to continue established employment relations based on mutual respect and cooperation, provide for fair treatment to all employees, promote efficient service delivered to the customers and citizens of the State of Washington, recognize the value of employees and the work they perform, specify wages, hours and other terms and conditions of employment, and provide methods for prompt resolution of differences.

SECTION 1 - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative of all Licensed Engineer Officer employees, (hereinafter referred to as "Engineer Officers"), employed at the Washington State Department of Transportation Ferries Division (WSF), for the purpose of collective bargaining regarding all matters pertaining to wages, hours, and other conditions of employment, including the adjustment of all disputes or grievances involving the interpretation or the application of the provisions of this Agreement.

SECTION 2 - REPRESENTATION AND FILLING OF VACANCIES

(a) The Union's hiring hall will operate fairly and impartially and will not discriminate on the basis of Union membership or applicant status or against non-members. The Employer agrees to first seek Union referrals/dispatches in an attempt to secure all Engineer Officers through the offices of the Union in Seattle. In the event the Union is unable to refer/dispatch Engineer Officers within three (3) working days of the request, not counting the day of the request or weekends or holidays, the Employer may employ from other sources, subject to the requirements of Section 2.1 below. The Hiring Hall will not charge non-members a fee for its services. The terms set forth in this paragraph shall apply to the filling of vacancies in Section 2.1 and subparagraphs.

(b) The Employer shall deduct from the wages of each Engineer Officer, upon receipt from the Union of an employee's written authorization for such deductions, the regular dues and fees uniformly required for the acquisition and maintenance of membership in the Union or other fees as directed on a written authorization. Employees may revoke their authorization for such deductions upon written notification of such revocation to the Union. After the Employer receives confirmation from the Union that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.

(c) The Employer shall deduct from the wages of Engineer Officers all voluntary contributions to the Union's political action fund and remit the same to the fund. Employees wishing that such deductions be made shall submit a written request in a form agreed on by the Employer and the Union.

(d) The Union shall hold the Employer harmless in any claims by employees that arise from the Employer's compliance with sub-sections (a), (b), and (c), of this section.

(e) The Employer and the Union are mutually committed to ending discrimination, retaliation, and harassment in any and all forms. To this end, neither the Employer nor the Union shall discriminate against any employee because of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, Vietnam-era veteran status, military status, status as an honorably discharged veteran, genetic information, political affiliation, any real or perceived sensory, mental, or physical disability, or disabled veteran status except as specifically exempted by a bona fide occupational qualification. This prohibition of discrimination shall apply, but not be limited to promotions, demotions, transfers, layoff,

disciplinary actions, terminations, rates of pay and forms of compensation, recruitment, referral for hiring, job advertising, career development and selection for training.

The parties agree retaliation against any individual who reports any concerns including discrimination or harassment, or who cooperates with or participates in any investigation including but not limited to investigations of allegations of discrimination or harassment is prohibited and will not be tolerated. Any employee who obstructs this equal employment opportunity provision or who engages in retaliation will be subject to disciplinary action.

The Employer will not discriminate against any employee because of participation or lack of participation in Union activities. The Union shall not discriminate against an individual who exercises their non-membership rights in the Union as stated in this Agreement per applicable State statute.

When the Employer is presented with circumstances that may require the reasonable accommodations of a disability, which accommodation might result in a deviation from the terms of this Agreement, the Employer and the Union will meet to discuss this requested accommodation and its deviation from the terms of this Agreement. However, by agreeing to discuss these issues, the Union is not waiving any position or argument regarding them, including, but not limited to, the following: that accommodations that do not violate this Agreement are available and appropriate; that the law neither requires nor permits accommodations that violate this Agreement.

(e) Any contemplated changes of hours, wages and/or working conditions shall be discussed with the Union prior to implementation; provided that this sentence shall not preclude the Union from grieving any such changes under Section 23. A copy of any correspondence concerning wages, hours and/or working conditions of employees in the bargaining unit shall be sent to the Union at the same time such notification is sent to the employee(s).

(f) (1) Four (4) hours of vacation leave for each Union member will be redirected and accrued to the Union Business Leave Bank (UBLB) instead of their personal vacation leave accounts on the second paycheck in February each year. Upon receipt of a signed form from an employee who is not a Union member, the same redirection and accrual will be made.

(2) WSF and MEBA will review the UBLB balance annually. Based on the annual review, the parties, by mutual agreement, may decide to suspend, increase or reduce accruals to the UBLB for that year.

(3) The Employer has full and complete authority to credit such amount as described in Subsection (1) above. No Engineer Officer shall have any rights against the employer concerning application of UBLB vacation accrual policies.

(4) All remaining vacation leave credit for each MEBA-represented Engineer Officer shall be credited to that Engineer Officer's leave account in the same fashion as previously credited, subject to all the provisions of this section.

(5) All vacation leave deductions and redirected vacation leave accruals to the UBLB are final. Once authorized and deducted or redirected, vacation leave hours cannot be restored to an employee's account.

(6) Withdrawal requests from the UBLB will be for the following official union business purposes: Collective bargaining agreement negotiations and MEBA executive meetings.

(7) Requests for withdrawals from the UBLB shall be accepted by the employer only upon Signature of the MEBA Seattle Branch agent or MEBA-WSF Representative on the appropriate UBLB request form.

(8) Upon receiving the signed forms, the WSF Payroll Office will reimburse the Engineer Officer's compensatory time balance for the number of hours approved by the MEBA Seattle Branch Agent or MEBA–WSF Representative and the dollar value of the Engineer Officer's time will be subtracted from the dollar value of the UBLB.

(9) Engineer Officers will be reimbursed only to the extent that there are sufficient funds in the UBLB account.

(10) WSF Payroll Department will maintain a record of accruals, donations, and withdrawals to and from the UBLB.

(11) Redirected vacation leave accruals will be converted to dollars at the hourly rate of pay for the employee's established pay classification in effect at the time of accrual.

(12) Withdrawal hours will be converted to dollars and that amount will be deducted from the UBLB.

(13) If there are not sufficient funds in the UBLB to reimburse all Engineer Officers who submitted signed reimbursement authorizations during a payroll period, the order of reimbursement will be determined by the date of the request.

(14) The Employer will provide the Union with a summary of accruals to and deductions from the UBLB quarterly.

(15) The Employer recognizes the establishment of the Union's Negotiating Committee.

(g) Union Notification

In all cases where MEBA-represented Engineer Officers are notified of a positive drug or alcohol test result, WSF shall include the current version of the Union Notification Letter with the letter that notifies an Engineer Officer that they have failed and/or tested positive under the WSDOT/WSF Drug and Alcohol-Free Workplace policy. It shall be MEBA's responsibility to update or change the Union Notification Letter as needed, and provide WSF with a copy of each update. It shall be the obligation of WSF to include the current version of the Union Notification Letter as outlined above. If WSF believes any update to the Union Notification Letter is not appropriate to send to Engineer Officers, it will

immediately notify MEBA and will continue to send the old version until the matter is resolved.

Section 2.1 - Engineer Officer Vacancies

(a) A temporary vacancy in the position of Assistant Engineer Officer shall be filled in the following manner consistent with Section 2(a) above provided that it is understood that any temporary vacancy period or portion thereof may be filled by an unassigned Vacation Relief Engineer on straight time or by another Assistant Engineer on overtime.

When the vacancy is to be filled on straight time:

(1) For a period of three (3) days or less:
First by a qualified Oiler assigned to the same vessel and scheduled to be on duty, or if this is not possible, by reassignment of a Vacation Relief Engineer, or if this is not possible by dispatching an Engineer from the MEBA hall.

(2) For a period of four (4) to seven (7) consecutive days:
Every second vacancy shall be filled by dispatching an Engineer from the MEBA hall with the alternating vacancy filled by a qualified Oiler assigned to the same vessel and scheduled to be on duty, or if this is not possible, by reassignment of a Vacation Relief Engineer, or if this is not possible, by dispatching an Engineer from the MEBA hall.

(3) For a period of greater than one (1) week and up to three (3) months:
One (1) of every three (3) vacancies shall be filled by dispatching an Engineer from the MEBA hall. Two of every three (3) vacancies shall be filled by promoting a qualified Oiler assigned to the same vessel and scheduled to be on duty, or if this is not possible by promoting a qualified Oiler, if any, in order of seniority on the Oiler Promotional Roster who accepts the temporary promotion or by either reassignment of a Vacation Relief Engineer or by dispatching an Engineer from the MEBA hall.

(4) For a period of greater than three (3) months:
By promoting a qualified Oiler, if any, in order of seniority on the Oiler Promotional Roster who accepts the temporary promotion or by an unassigned Vacation Relief Engineer, or if this is not possible, by reassignment of a Vacation Relief Engineer or by dispatching an Engineer from the MEBA hall.

When the vacancy is to be filled by an Engineer Officer on overtime:

(5) First by an Assistant Engineer permanently assigned to the vessel, or if this is not possible, by an Assistant Engineer permanently assigned to the same class of vessel, or if this is not possible, by another qualified Assistant Engineer, or if this is not possible by a qualified Chief Engineer per Section 2.1(b)(5).

The employer shall, on a quarterly basis, furnish the Union with a list in a mutually agreed upon format indicating how all of the Assistant Engineer temporary vacancies have been filled. The list will identify whether the vacancy was filled by

utilizing the Employers' full time employees or by dispatching an Assistant Engineer from the MEBA hall.

(b) A temporary vacancy in the position of Chief Engineer shall be filled in the following manner, provided that it is understood that any temporary vacancy period or portion thereof may be filled by an unassigned Vacation Relief Engineer on straight time or by a Chief Engineer on overtime.

When the vacancy is to be filled by an Engineer Officer on straight time:

(1) For a period of three (3) days or less:

(a) First by a qualified Assistant Engineer permanently assigned to that watch on the same vessel and scheduled to be on duty, or if this is not possible, by reassignment of a Vacation Relief Engineer.

(b) On a vessel that does not have an Assistant Engineer billet: By a qualified Oiler permanently assigned to that watch on the same vessel and scheduled to be on duty. This provision is limited to three (3) days per calendar month, per qualified Oiler.

(2) For a period of four (4) days to seven (7) consecutive days:
First by an unassigned Vacation Relief Chief Engineer, or if this is not possible by a qualified Assistant Engineer permanently assigned to that watch on the same vessel and scheduled to be on duty.

(3) For a period of greater than seven (7) days but less than ninety (90) days:
First by a qualified Assistant Engineer permanently assigned to that watch on the same vessel and scheduled to be on duty or by an unassigned Vacation Relief Chief Engineer, then by a qualified Assistant Engineer, if any, in order of seniority on the Licensed Assistant Engineers Promotional Roster who accepts the temporary promotion. If none of the above is possible then by reassignment of a Vacation Relief Engineer.

(4) For a period of more than three (3) months:
By a qualified Assistant Engineer in order of seniority on the Licensed Assistant Engineers Promotional Roster who accepts the temporary promotion or by an unassigned Vacation Relief Chief Engineer.

When the vacancy is to be filled by an Engineer Officer on overtime:

(5) First by a Chief Engineer permanently assigned to the vessel, or if this is not possible, by a Chief Engineer permanently assigned to the same class of vessel, or if this is not possible, by another qualified Chief Engineer.

(c) For any vacancy commencing within two (2) hours of the close of dispatch or between the hours of 2230 and 0600, provisions within Section 2.1 shall not be required so long as the Engineer Officer is qualified. When these provisions are not followed, the Employer will notify the Union within five (5) business days.

Engineer Officers shall be provided access to a daily crew list by the Employer. The daily crew list shall include names of employees who worked each watch on that day.

(d) For the purpose of this Section, "qualified" means possessing the required license and having been signed off by the Staff Chief Engineer or by their designee as having successfully completed a break-in period and having completed all break-in requirements. This will also be required of any Assistant Engineer from the Union Hall. The Employer will provide break-in requirements and training opportunity for Assistant Engineers from the MEBA hall in conjunction with the MEBA School. All new hires from the MEBA Hiring Hall are contingent upon successful completion of required pre-employment documentation.

(e) (1) Two (2) of every three (3) permanent Assistant Engineer vacancies shall be filled off the WSF Oiler with License promotion list, with the third vacancy being filled through the MEBA Hiring Hall.

(2) When a licensed job called at the MEBA Hiring Hall is not taken by a Group I member or non-member who is a Group 1 equivalent, it will then be referred back to the senior Oiler on the WSF Oiler with License promotion list. If for any reason this individual refuses the position then the job will go back on the board and be made available to Group II or non-member Group II equivalents.

(3) An Oiler registering a Shipping card must wait twenty-four (24) hours before using that card to bid on a WSF licensed position. The individual may however immediately bid on any non-WSF position on the MEBA board provided they are not being paid by WSF for that day.

(4) Upon thirty (30) days written notice to WSF, the Union may require that the parties return to filling every-other permanent Assistant Engineer vacancy through the MEBA hiring hall.

(5) All other permanent vacancies shall be filled in accordance with Section 20.

(f) Persons seeking licensed positions in the engine rooms of the Ferries may utilize the MEBA Hiring Hall without regard to membership or applicant status. The MEBA Hiring Hall will operate fairly and impartially and will not discriminate on the basis of membership or applicant status. Similarly, the Hiring Hall will not discriminate on the basis of union activity or refraining from union activity.

(g) Notwithstanding any other provisions of this contract, WSF may reject an Engineer Officer dispatched from the Union Hall for just cause. The engineer dispatched will not be required to be interviewed for the position.

(h) Job Sharing
Upon execution of this contract WSF and MEBA will enter into discussions regarding the feasibility of a job sharing program. In those discussions, both parties are contractually obligated to agree, and neither party is committing here to the implementation of a job

sharing program. This Subsection 2.1 (g) is not subject to the grievance and arbitration procedures of this contract.

Section 2.2 - Familiarization - Temporary Engineer

(1) Temporary Assistant Engineer vacancies shall be filled in accordance with Section 2.1 of the Licensed Collective Bargaining Agreement (CBA). Engineers dispatched through the MEBA Hiring Hall for temporary Assistant Engineer vacancies must meet the familiarization requirements set forth herein before they are dispatched or placed into the vacancy.

(2) To be familiarized and "qualified" within the meaning of Section 2.1 of the Licensed Agreement, an engineer dispatched through the MEBA Hiring Hall for an Assistant Engineer temporary vacancy must complete a twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program for the class of vessel to which the engineer seeks a dispatch (unless WSF has previously approved that engineer to fill temporary vacancies aboard that vessel class) and said engineer has worked a minimum of two (2) days on that class of vessel. WSF will not pay such an engineer for attending this familiarization program, until he/she has met the requirements of the following:

(a) After an engineer dispatched through the MEBA Hiring Hall has completed two (2) days of service aboard the class of vessel for which they have attended the twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program, the ferries will pay that engineer an additional twenty-four (24) hours straight time pay at the Assistant Engineer rate.

(3) The payment system set forth applies on a class-by-class basis. For example, if an engineer completes the twenty-four (24) hour Familiarization Program for both Jumbo Mark II and Issaquah class vessels, they will receive twenty-four (24) hours additional pay after completing two (2) days on Jumbo Mark II class vessels, and a second twenty-four (24) hours additional pay for completing two (2) days on Issaquah class vessels.

(4) WSF will maintain and make available to Licensed engineers a twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program. The precise content of this twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program is subject to Employer discretion. WSF and MEBA have jointly elicited the United States Coast Guard (USCG) approval of this Familiarization Program.

(5) All engineers dispatched through the MEBA Hiring Hall for temporary Assistant Engineer vacancies must maintain their facial hair in compliance with WSF Respiratory Protection Policy in place at time of dispatch.

(6) These temporary Assistant Engineers shall complete computer based training modules as required by current company policy unless assigned other duties by the Chief Engineer.

(7) If the Staff Chief Engineer or their designee declines to "sign off" on a Licensed engineer who has completed the twenty-four (24) hour Familiarization Program set forth, that engineer will be given the opportunity to attend an additional twelve (12) hours of familiarization. If the engineer accepts this opportunity, WSF will provide such additional

familiarization. Engineers who are "signed off" only after attending this additional twelve (12) hours of familiarization will be provided additional pay in compliance with the payment system set forth above, except that they will receive thirty-six (36) hours additional pay, rather than twenty-four (24) hours. If the Staff Chief Engineer or their designee still declines to "sign off" on a Licensed Engineer after the completion of thirty-six (36) hours of familiarization, this refusal may be grieved per this CBA.

(8) WSF shall make familiarization opportunities reasonably available to interested Licensed engineers. WSF and MEBA agree to work together in good faith to construct a procedure and/or a pre-determined schedule of familiarization opportunities in order to provide reasonable access.

(9) The break-in/familiarization process for all Licensed Bargaining unit members is to be used as an educational and/or learning process when engineers begin working on a new class of vessel. The break-in/familiarization program is specific to each vessel class and is designed to meet or exceed all requirements under 46 CFR 15/405 (Subchapter B) and 46 CFR 199.180 (b)(1) [Subchapter W] concerning familiarity with vessel characteristics, training, and drills ("break-in").

(10) WSF will provide to the Union a copy of each and every Staff Chief (or designee) "sign-off" for engineers who have completed the twenty-four (24) hour Familiarization Program (or thirty-six (36) hour program, if that becomes necessary in an individual case.) WSF will also immediately inform the Union in writing if the Staff Chief (or designee) has declined to "sign-off", despite the completion of the required familiarization program.

(11) WSF and the Union agree to work together in good faith to devise a reliable procedure for the payments required in Subsection 2(a) above.

(12) If the Union is unable to dispatch an engineer who has met the requirements, WSF may fill the temporary vacancy in compliance with the applicable sub-sections of Section 2.1 of the Licensed Agreement.

(13) WSF and the Union jointly agree to develop an expanded computer based training program through the MEBA School. The purpose of this program is to:

(a) Increase training opportunities for WSF/MEBA personnel;

(b) Improve the effectiveness of all training; and

(c) Provide greater access to WSF temporary Assistant Engineer vacancies for Licensed engineers referred through the Union.

Section 2.3 - Familiarization Permanent Engineers

(1) Before standing watch on a new class of vessel, all bargaining unit members must complete the break-in/familiarization process, including the required check-offs, in the familiarization workbook. The expected times to successfully complete break-in/familiarization are as set forth in WSF Policy.

(2) In some cases it is appropriate to extend the time an individual needs for break-in/familiarization.

(3) Willful noncompliance with break-in/familiarization procedures may constitute a violation of the WSF Code of Conduct, and of 46 CFR 5.27, "Misconduct".

(4) In the event that WSF believes that an engine department employee is not meeting the expectations set forth in WSF Policy with respect to vessel break-in/familiarization, WSF will notify the Engineer Officer and MEBA of the problem. Before taking further action, and before extending the time for break-in/familiarization, WSF will meet with the Engineer Officer and a MEBA representative to develop a plan for the Engineer Officer to successfully complete the break-in/familiarization process within a reasonable time.

(5) After the meeting, the Engineer Officer is expected to make a good-faith effort to complete break-in/familiarization in accordance with the plan. Failure to complete the break-in/familiarization, despite the Engineer Officer's good-faith effort, shall not be grounds for discipline, but may result in cessation of the break-in/familiarization process and ineligibility to stand watches on the new class of vessel or retrofitted vessels.

(6) Engineer Officers failing to complete break-in/familiarization retain all rights under the appropriate WSF-MEBA collective bargaining agreement, but WSF reserves the right to deny a bid by the Engineer Officer to the same class of vessel on which the Engineer Officer failed to break-in/familiarize, for a period of two (2) years.

(7) If a Relief Assistant Engineer has not worked a class of vessel for at least eighty (80) hours in the previous twelve (12) months, they shall be provided an additional break-in/familiarization for that class of vessel, if requested, prior to being required to assume a watch on that class of vessel.

(8) If a Relief Chief Engineer has not worked a class of vessel for at least one hundred and sixty (160) hours in the previous twelve (12) months, they shall be provided an additional break-in/familiarization for that class of vessel if requested, prior to being required to assume a watch on that class of vessel.

SECTION 3 - VISITATION

Upon prior notification, authorized representatives of the Union shall be allowed to go to 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.

SECTION 4 - SCOPE

(a) The terms and provisions of this Agreement shall govern the Employer, the Union and all Engineer Officers in its employ and shall apply to all vessels of the Department of Transportation's Washington State Ferries (WSF) engaged in the transportation of passengers, automobiles and/or freight on Puget Sound and adjacent inland waters, the Straits of Juan de Fuca, the San Juan Islands and the waters of Canada.

(b) The parties agree that the provisions of this Agreement constitute the complete agreement between the parties. Any Letter or Memorandum of Understanding (LOU/MOU) applicable to the parties shall be listed in Appendix A of this Agreement 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. An LOU or MOU not listed shall be null and void. LOUs or MOUs added to the Agreement during its term shall specifically state the duration of the LOU or MOU. 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. In the event additional vessels are planned, chartered or otherwise acquired by the WSF, or present vessels are re-engined and/or retrofitted, the Employer and the Union agree to meet promptly for the purpose of arriving at and setting forth a manning scale and working schedule mutually agreeable to the parties for each such vessel.

(c) (1) The Employer may time-charter vessels outside of the terms of the Agreement for a period of up to thirty (30) days after providing written notice to the Union at least thirty (30) days prior to the commencement of the charter; except that in emergencies notice shall be given to the Union as soon as practicable.

(2) Notice to the Union must define the nature of and reason for the operation. Claims of breach of this Section or use of this provision to circumvent the other terms of this Agreement shall be resolved in accordance with the procedures set forth in Section 23 of this Agreement.

SECTION 5 - DISCIPLINE AND DISCHARGE

The Employer shall not discharge or otherwise discipline any Engineer Officer without just cause. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotion, and termination. Any of these disciplinary actions may serve as the first step in discipline depending on the egregiousness of the violation(s) as determined by management.

Video Monitoring/Security Equipment/Key Boxes
Information obtained by means of WSF Video Monitoring/Security Equipment/Key Box devices shall not be used to initiate or pursue any disciplinary action against an Engineering Officer, except in cases involving criminal activity, breach of security or reportable Marine incidents, or accidents.

Information obtained by the Video Monitoring Devices may be released as follows:

A. To a government agency as required by law,

B. To a manufacturer, vendor or service provider of such devices or systems as necessary in the normal course of business, provided written agreement is obtained prohibiting release to a third (3rd) party,

C. To other parties with the written consent of the employee.

SECTION 6 - WAGES AND OVERTIME - WATCH TURNOVER KEY BOXES AND KEY EXCHANGE

Effective July 1, 2025, the wage rates for each classification covered by this Agreement shall include a four percent (4%) increase. Effective July 1, 2026, the wage rates for each classification covered by this Agreement shall include an additional four (4%) percent increase.

The wage table below reflects the wage rates for the term of this Agreement.

Wages and Overtime Table

Effective July 1, 2025 through June 30, 2026, the following wage rates shall be in effect:

Effective	**July 1, 2025**	**July 1, 2025**	**July 1, 2026**	**July 1, 2026**
Classification	**ST/Hour**	**OT/Hour**	**ST/Hour**	**OT/Hour**
Staff Chief Engineer	$78.29	$117.44	$81.42	$122.13
Alternate Staff Chief Engineer	$61.33	$92.00	$63.78	$95.67
Chief Engineer	$60.16	$90.24	$62.57	$93.86
Assistant Engineer	$50.12	$75.18	$52.12	$78.18
*Relief Chief Engineer	$72.19	$108.29	$75.08	$112.63
*Relief Assistant Engineer	$60.14	$90.22	$62.54	$93.82

All of the above wage rates include (a) overtime (OT) at one and one-half (1 ½) times the straight-time (ST) rate.

Wage rates for the Relief Chief Engineer shall be twenty percent (20%) above that of a Chief Engineer and the wage rates for the Relief Assistant Engineer shall be twenty percent (20%) above that of an Assistant Engineer.

Relief Engineer Officers 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 maintaining, repairing and operating the variety of machinery on multiple classes of vessels;

(4) Knowledge of AC, DC, and diesel mechanical systems on multiple classes of vessels;

(5) Knowledge of emergency equipment and safety systems on multiple classes of vessels;

(6) Knowledge of USCG stability requirements on multiple classes of vessels; and

(7) Responsibility for vessel bunkering on multiple classes of vessels.

Penny Rounding Differences

Labor and management recognize that the statewide payroll system (HRMS) rounds payroll calculations to five (5) 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.

Overtime

(a) Overtime compensation shall be at the rate of one and one-half (1 ½) times the base rate in each classification. All overtime requests must be approved and authorized by the Port Engineer, except that in emergency cases overtime pay may be approved by the Staff Chief Engineer or Chief Engineer on watch. The Staff Chief or Chief Engineer shall forward an accurate record of all authorized Engine Department overtime to the Port Engineer's Office in a timely manner.

(b) Overtime shall be payable, pay period by pay period, for time worked beyond the scheduled shift and overtime shall be payable, pay period by pay period, for time continuously worked beyond twelve and one-half (12½) hours.

Minimum payment for any overtime work performed shall be in increments of one (1) hour, except for vessels running off schedule (VOS): the employee will be paid in increments of six (6), twelve (12), eighteen (18), twenty-four (24), thirty-six (36), and forty-eight (48) minutes at the overtime rate when work is extended (A) forty-eight (48) minutes or less beyond the regular assigned twelve (12) hour work day per Section 9(a), or (B) eighteen (18) minutes or less beyond twelve and one-half (12 ½) hours within a scheduled shift. Such extended work shifts shall not be scheduled on a daily or regular basis. Work performed during the third eight (8) hour shift shall be paid at two and one-half (2 ½) times the employee's regular rate of pay, unless a six (6) hour break has been granted. Exceptions to this Subsection are specified in Section 9.

Overtime worked shall be rounded up to a one (1) hour increment of overtime in the event of a schedule change. A schedule change is defined as when the Engineer Officer's scheduled shift differs from the day prior. In the event of a schedule change, vacation relief Engineer Officers shall be paid in the same manner as permanent crew members, except that the initial day of the relief assignment shall not be considered a schedule change.

(c) Work performed beyond fifteen (15) continuous hours shall be paid at two and one-half (2 ½) times the Engineer Officer's regular rate of pay, with a two (2) hour minimum at this rate. Engineer Officers who work more than fifteen (15) hours shall not be eligible for work on the next scheduled shift of the current work week;

such employees shall notify dispatch of their unavailability and will be paid for the missed watch for twelve (12) hours at the straight time rate of pay. These provisions are both intended to ensure adequate crew rest.

(d) Time on duty due to emergency service or delay on account of collision, breakdown, terminal damage, stranding, rendering aid to another vessel, rendering aid to a person, or persons in distress, or life-saving shall not result in overtime pay. Any such extra time shall be paid for at the straight-time rate of pay. This provision shall relate only to the crew on watch at the time of the emergency. Breakdown shall be defined as mechanical or systems failure resulting in the inability to move the vessel to a safe terminal landing.

(e) Management will endeavor to see that all Engineer Officers receive scheduled days off but Engineer Officers returning to work on a regularly scheduled day off shall receive a minimum of eight (8) hours pay at the overtime rate. Engineer Officers 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. 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 hours actually worked.

(f) In emergencies, when it has been ascertained that no qualified Chief Engineer Officer is available from the offices of the Union, the Employer may make transfers within the fleet on a temporary basis under provisions contained in Section 9. No Chief Engineer Officer so transferred shall suffer any loss of pay or other benefits. A "qualified Chief Engineer Officer" is a Chief Engineer Officer who, by reason of license and satisfactory shipboard break-in, is approved to stand watch. This provision will not apply to seasonal cutbacks.

(g) Overtime will be paid to each Engineer Officer at the appropriate rate applicable to the Engineer Officers classification whenever such Engineer Officer is required to work an extended workday as a result of a time changeover from Pacific Daylight Savings Time to Pacific Standard Time.

(h) The Employer's implementation of the provisions of WAC 82-50-021 regarding Engineer Officer pay dates, as now or hereinafter amended, shall not result in any increase or decrease in wages and/or benefits due to such implementation.

(i) Licensed Engineer Officers shall be provided a WSF time sheet to display hours worked in each job classification and rate of pay. Documentation of such information will likewise be issued with pay warrants. The Employer shall promptly notify the Licensed Engineer Officer of any time that is disputed and provide a clear explanation for the disputed time.

(j) When temporary engineers are dispatched from the MEBA Hall to fill positions lasting one (1) full week consisting of seven (7) twelve (12) hour shifts, WSF will pay the four (4) hours worked in excess of eighty (80) hours at the overtime rate.

(k) When a temporary engineer who has been dispatched from the MEBA Hall works a shift continuously beyond twelve (12) hours: minimum payment for any overtime work performed shall be in increments of one (1) hour and does not cycle.

All other overtime provisions of the Collective Bargaining Agreement shall remain in full force and effect with respect to any other overtime claims by any licensed engineer, including those dispatched from the hall on a temporary basis.

Watch Turnover
Watch turnover duties shall be performed in accordance with Safety Management System Policy ENGR WTCH – 0020, Watch Relief.

Off going engine room crew will conduct a face-to-face verbal watch turnover with their oncoming counterpart conveying information pertaining to the vessel's current operating condition and any other relevant information.

Engine room crew members performing this function shall receive a single stipend payment per watch, which shall constitute the total daily amount received for watch turnover as follows:

Effective July 1, 2025

Classification	Running Watch	Commercial Shipyard or Eagle Harbor
Staff Chief Engineer	$11.75	$11.75
Alternate Staff Chief Engineer	$9.20	$4.61
Chief Engineer	$9.03	$4.51
Relief Chief Engineer	$10.89	$5.44
Assistant Engineer	$7.58	$3.79
Relief Assistant Engineer	$9.05	$4.54

Effective July 1, 2026

Classification	Running Watch	Commercial Shipyard or Eagle Harbor
Staff Chief Engineer	$12.22	$12.22
Alternate Staff Chief Engineer	$9.57	$4.79
Chief Engineer	$9.39	$4.69
Relief Chief Engineer	$11.33	$5.66
Assistant Engineer	$7.88	$3.94
Relief Assistant Engineer	$9.41	$4.72

The above-listed stipend amounts shall be adjusted, up or down, by the identical percentage by which wages are adjusted.

The stipend will be paid only when the employee actually commences a watch; therefore, by way of example only, stipends will not be paid for periods of vacation, sick leave or training other than vessel break-in.

That watch turnover shall not be considered overtime work nor shall this function be added to any other form of work performed on an overtime basis (e.g. vessel off schedule [VOS], work performed beyond a scheduled shift, etc.).

If an engine room employee remains on watch beyond their regular shift in order to sail an extra voyage, the employee shall not receive the above stipend, but shall be compensated in compliance with applicable provisions of the collective CBA and historical pay practices.

Key Boxes and Key Exchange
The process for an engine room employee to exchange, secure and account for their respective key will occur during the time of watch turnover. Each classification of engine room employees will be responsible for the physical exchange of the key to ensure accountability and security.

Notations of the physical exchange are required to be entered in to the engine room log-book in accordance with WSF Key Control System Policy and Procedures.

In all situations where a vessel is out of service (e.g. Eagle Harbor or Commercial Shipyard), the keys may be obtained and secured in the vessels key box in accordance with WSF Key Control Systems Policy and Procedures.

SECTION 7 - HOLIDAYS

(a) Holidays are: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Past MEBA President Jesse Calhoon's Birthday (April 4th), Memorial Day, Juneteenth (June 19th), Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, Christmas Day and any additional holiday(s) recognized by the State.

(b) Holiday Pay

(1) In addition to wages for time worked, Engineer Officers working on one of the above-listed holidays shall receive additional holiday compensation in the form of compensatory time or pay for the number of hours they worked, at their option. Holiday compensation for time worked on one of the above-listed holidays shall be in increments of one (1) hour.

(2) Engineer Officers shall receive twelve (12) hours compensatory time or pay, at their option, for holidays falling during the Engineer Officers' off week.

(c) All temporary Engineer Officers who work on a holiday shall be paid an additional twelve (12) hours pay.

Payment of "Holiday Worked" time to temporary engineers dispatched from the MEBA Hall shall continue on the basis of twelve (12) hours straight-time pay for each holiday worked, in accordance with the existing Collective Bargaining Agreement and prior practice of the parties.

Engineers will not be paid partial "Holiday Worked" pay for hours falling on a calendar holiday, when WSF practice deems the shift worked not to fall on that holiday. WSF's practice for night shifts starting before, and ending after, midnight, has been and will continue to be to regard the shift as having been worked on the day the shift ends and not on the day the shift begins.

SECTION 8 - PENALTY PAY

(a) 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.

(b) Engineer Officers standing a regular watch and performing the following heavy repair work shall receive a minimum of four (4) hours pay at the penalty rate while performing such work:

(1) Pulling pistons
(2) Pulling liners
(3) Rolling out main bearings
(4) Pulling heads

The above provisions (1 through 4) shall not apply to vessels in lay-up status.

(c) Engineer Officers performing the following work shall receive a minimum of one (1) hour pay at the penalty time rate while performing such work:

(1) Work performed below the deck plates.

(2) When ordered into water or fuel tanks, air bottles or inside boilers or voids. Tanks and voids shall receive a gas free certificate, if required, prior to the commencement of the work. Protective clothing, safety devices, etc. necessary to the work at hand shall be furnished by the Employer.

(3) Work performed on the drainage side of sanitary systems when coming into physical contact with sewage.

(4) Working in the exhaust uptakes or when maintaining or repairing equipment impregnated with asbestos.

(5) Working with hazardous or dangerous labeled compounds. Engineer Officers shall not be discriminated against for refusing to work with said hazardous or dangerous labeled compounds. For purposes of this Section, hazardous or dangerous labeled containers shall mean ones having an HMIS Health Hazard Rating of three (3) or four (4) or equivalent.

(6) Manually transferring drums or containers labeled as or containing hazardous or dangerous contents on or off the vessel(s), and at any location for those vessels having no Oilers or wipers permanently assigned (one-half [1/2] hour minimum). For purposes of this Section, hazardous or dangerous labeled containers shall mean ones having an HMIS Health Hazard Rating of three (3) or four (4) or equivalent.

SECTION 9 - HOURS

(a) The eighty (80) hours per two (2) week period is hereby established. For all practical purposes eight (8) or twelve (12) hours shall constitute one (1) day's pay. No one who is a permanently employed Engineer Officer shall receive less than eighty (80) hours pay per two (2) week period. The Employer agrees that a scheduled work day constitutes either the eight (8) or twelve (12) hour day which will be adhered to depending upon the vessel's schedule. Normal watch schedules will be arranged so that Engineer Officers do not work in excess of eighty (80) hours per two-week period, plus four (4) hours of mandatory overtime necessitated by the seven (7) day work week.

(b) The Employer agrees that vessels running sixteen (16) or more hours per day will be manned by Engineer Officers working a scheduled seven (7) days on duty followed by seven (7) days off duty and that such schedule shall conform to USCG Regulations.

(c) Overtime shall be payable, pay period by pay period, for time worked beyond the scheduled shift and overtime shall be payable, pay period by pay period, for time continuously worked beyond twelve and one-half (12½) hours. If the Engineer Officer works continuously beyond fifteen (15) hours, the Engineer Officer shall be compensated for that additional time at two and one-half (2½) times the Engineer Officer's straight-time rate of pay unless a six (6) hour break has been granted. Work performed beyond fifteen (15) continuous hours shall be paid at two and one-half (2 ½) times the Engineer Officer's regular rate of pay, with a two (2) hour minimum at this rate. Engineer Officers who work more than fifteen (15) hours shall not be eligible for work on the next scheduled shift of the current work week: such Engineer Officers shall notify dispatch of their unavailability and will be paid for the missed watch for twelve (12) hours at the straight-time rate of pay. These provisions are both intended to ensure adequate crew rest.

(d) For Engineer Officers working a schedule of seven (7) days on duty followed by seven (7) days off duty, every effort shall be made to set relief times between 0500 and 0900.

(e) (1) When vessels are moved into a maintenance or lay-up facility, normal cycling shall continue. All straight-time hours and minutes actually worked shall be cycled as part of the current cycling period.

(2) Engineer Officers called to work prior to their regular schedule 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 basis.

(f) Permanently Assigned Vessels
Vessels permanently assigned to a designated route.

(1) On the day a Permanently Assigned Vessel moves from one route to another and thereafter until the vessel returns to its regular assigned route, overtime shall be payable for all time continuously worked beyond twelve (12) hours, for the on-watch crew, regardless of the scheduled length of shift.

(2) Subsection 9(f)(1) shall not apply to vessels in maintenance or lay-up status, except that on the day such vessels move into or out of maintenance or lay-up status, overtime shall be paid for all time continuously worked beyond twelve (12) hours, regardless of the scheduled length of shift.

(g) Relief Vessels
Vessels not permanently assigned to a designated route.

(1) Six (6) vessels shall be designated by the Employer as relief vessels. Initially, their home ports shall be their current home port. Hereafter, home ports may be changed as provided in the CBA. Such designation shall remain in effect for at least a two (2) year period. Changes in Relief Vessel designations shall be announced at least thirty (30) days in advance. If a Relief Vessel becomes unavailable to perform its relief function because of refurbishment, marine casualty, sale or decommissioning, the Employer may, upon thirty (30) days' notice, designate a substitute Relief Vessel. As the fleet increases in number of vessels, the Employer may designate additional Relief Vessels as required for valid business reasons.

(2) Engineer Officers on vessels newly designated as Relief Vessels may bid for reassignment to another vessel at the same relieving terminal pursuant to Section 20(j). Engineer Officers on Relief Vessels newly re-designated as a Permanently Assigned Vessel may bid for reassignment to the newly designated Relief Vessel pursuant to Section 20(j).

(3) Shift schedules for Relief Vessels shall be prepared in accordance with Section 9(k), with the understanding that such schedules may be changed without notice. Such schedule changes shall not result in overtime for hours in excess of a previously scheduled shift.

(4) On the day a Relief Vessel moves from one route to another, overtime shall be payable to the on-watch crew for all time continuously worked beyond twelve (12) hours, regardless of the scheduled length of shift.

(5) The Chief Engineer on watch at the time of the Vessel move shall ensure that the relief times for the new route assignment are known to management and the oncoming watch crew members.

(6) Schedules of Engineer Officers on Relief Vessels shall be arranged as per Section 9(k) of this Agreement. The last sentence of Section 9(k)(2) shall not apply to Relief Vessels.

(h) Vessels running less than sixteen (16) hours per day will be manned by Engineer Officers working under either the above twelve (12) hour schedule or the eight (8) hour schedule. When working eight (8) hour schedules, the work week shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. If any vessel is changed from its present length of shift, the Union shall be given as much advance notice as is practicable, but in no case less than two (2) weeks, except in an emergency. In emergency situations, the Employer shall give such notice as the circumstances allow. Engineer Officers affected by any such change shall have first preference to open positions in the schedule of their choice.

(i) The following exceptions to the regular work week are permissible:

(1) The "four (4) days per week, ten (10) hours per day" schedule may be put into effect by mutual agreement on non-scheduled or seasonal vessels only.

(2) Engineer Officer work schedules on any vessel may be arranged so as to result in an average of forty (40) hours per week during the scheduled cycle provided, however, such schedules shall not result in abnormal expectancy of overtime for Engineer Officers. Overtime shall not be payable for normal time under such schedules but shall be paid whenever the Engineer Officer performs work in excess of the scheduled shift.

(3) Engineer Officers working under the "seven (7) days on, seven (7) days off" eighty-four (84) hour workweek schedule will be paid at the straight time rate of pay for eighty (80) hours and will have the extra four (4) hours of work paid at the overtime rate of pay. Time worked beyond the extra four (4) hours will be paid at the overtime rate of pay in six (6), twelve (12), eighteen (18), twenty-four (24), thirty-six (36), and forty-eight (48) minute increments. Overtime worked in excess of one (1) hour will be paid at one and one-half (1 ½) times the Engineer Officer's straight-time rate of pay in one (1) hour increments.

(4) A Vacation Relief Engineer Officer shall be assigned to either an A week or B week schedule, will work the same shifts as non-relief Engineer Officers on their assigned week, and will cycle time in the same manner as non-relief Engineer Officers.

For each two (2) week period the Vacation Relief Engineer Officer shall submit their Pay Order showing actual time worked as a Vacation Relief Engineer Officer on regularly scheduled watches as well as any hours worked as penalty or overtime beyond the regularly scheduled watches they were relieving. The Engineer Officer shall be paid eighty (80) hours straight-time for each two (2) week period plus penalty time and overtime for work performed outside of the regularly scheduled watches.

Recognition shall be made of pay increases becoming effective during scheduling cycles.

(j) When engine room watches are maintained in a lay berth or a repair yard, the Engineer Officers assigned to stand those watches will be allowed mileage and travel time if they actually traveled to their regular watch relieving terminals as set forth in Schedule A.

(k) Work Schedules

(1) The Employer shall continue the practice of having the Staff Chief Engineers or their designee in the Staff Chief's absence make schedules for the Engine Department Engineer Officers subject to approval of the Port Engineer. Work shifts shall not be scheduled beyond twelve (12) hours and thirty (30) minutes if possible. When watches are scheduled beyond twelve and one half (12 ½) hours, any time worked beyond twelve (12) hours shall be paid at the overtime rate in one (1) hour increments. Every effort shall be made to make shift start times consistent throughout the week.

(2) In scheduling of Engineer Officers under this Section, Engineer Officer work schedules for any vessel may be arranged so as to result in an average of eighty-four (84) hours per two (2) week period during a scheduling cycle of not more than four (4) two (2) week periods (eight [8] calendar weeks); provided, however, such schedules shall not result in a normal expectancy of overtime for Engineer Officers. If a schedule violates this principle, overtime shall be paid for the excess hours. Overtime shall not be payable for normal work time under such schedules, but shall be paid whenever Engineer Officers perform work in excess of the scheduled hours in accordance with Section 9. Paid leave time shall be computed as time worked. If a vessel schedule changes, all overtime incurred shall be paid.

(3) Engineer Officers shall be paid for eighty (80) hours per two (2) week period, but shall report the actual number of hours and minutes worked. Payment shall be subject to adjustment for overtime worked outside of the work schedule and for schedule changes.

(4) Engineer Officers shall submit a cycle time pay order at the end of each eight (8) week engine room cycling period. Cycle time pay orders shall be submitted whether or not there is any cycle time payable.

(5) The term "cycle time" refers to the recording of hours to account for scheduled deviation in the length of watches due to a vessel's operational schedule. Vessel schedules do not always permit a 24-hour day to be divided evenly into 12 hour watches thereby causing Engineer Officers to alternate between an equal number of short and long watches. Cycling occurs when a permanent Engineer Officer works long and short watches over an eight (8) week, three hundred twenty (320) hour cycle period. The scheduled long watches of twelve and one half (12 ½) hours or less are offset by the short watches to equal three hundred and twenty (320) hours over the eight (8) week cycle period. Cycle time does not include any overtime otherwise recorded on a weekly timesheet.

(l) Working All Day or All Night Shifts

Engine Room crew members who share the same work week on opposite watches and wish to work only day watches or night watches shall be allowed to provided the following conditions are met:

(1) MEBA Representative must agree to these proposed working conditions.

(2) All affected crew members must agree to these proposed working conditions. If at any time, now or in the future, one (1) or more affected crew member does not agree, then all affected crewmembers will revert to working the normal rotation from days to nights on their alternating work weeks.

(3) The Staff Chief Engineer must approve the proposed working conditions and may require all crewmembers to revert to working the normal watches at any time.

(4) These arrangements shall not increase WSF's costs. Any submission for overtime as a direct result of this arrangement will be denied and the arrangement will cease.

(5) If the official work schedule has a difference between scheduled shift hours, it is the responsibility of all affected crewmembers to modify their schedule to equalize actual time worked.

(6) This arrangement shall not affect work hours or scheduled relieving times for any relief personnel.

(m) Time, Leave and Attendance

(1) All Engineer Officers will accurately report time worked, leave taken and other attendance requirements in accordance with a time reporting process and system(s) as determined by the Employer.

(n) (1) If the Employer determines it is necessary to temporarily change a Staff Chief Engineer's (SCE) work schedule for a yard period in a commercial shipyard or the Eagle Harbor Maintenance Facility from twelve (12) hour

shifts (seven [7] on/seven [7] off) to eight (8) hour shifts (five [5] on/two [2] off), the Employer will provide not less than fourteen (14) calendar days' written notice to the Staff Chief Engineer prior to the implementation of the temporary work schedule.

(2) In emergency situations, the Employer shall give such notice as the circumstances allow.

(3) When the Employer properly provides notice of a schedule change for a yard period commencing on a designated date, and that date is delayed, the notice remains effective for any rescheduled commencement date within thirty (30) days of the first commencement date. For any later rescheduled commencement date, a new notice is required.

(4) If the Employer changes a SCE's shift without providing fourteen (14) calendar days' notice, it shall pay the SCE for all hours worked as though their schedule were twelve (12) hours, (seven [7] on/seven [7] off) until the fourteen (14) calendar day notice period has passed. Guaranteed time will only be paid in cases in which the SCE does not work eighty (80) straight time hours in a pay period.

(5) When working eight (8) hour shifts, the work week shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off.

(6) At the completion of the yard period the SCE shall return to their regular schedule and shall be paid any straight time, overtime, or guaranteed time necessary to make the change from the temporary schedule back to their regular schedule consistent with current practice.

(7) Section 9(n) shall apply only to temporary schedule changes of Staff Chief Engineers from twelve (12) hour shifts to eight (8) hour shifts during yard periods, and shall not modify or alter in any way other practices currently in force regarding engine room staffing during yard periods or at other times.

SECTION 10 - WATCH RELIEVING TERMINALS

Section 10.1

Engineer Officer's duties shall begin and terminate at the same terminal and such terminals shall be designated by the Employer. The Employer will undertake where consistent with operating demands, Engineer Officer's ability, and seniority, to keep Engineer Officers permanently employed on vessels operating on runs closest to the area in which they reside.

Currently the following will be the Engine Department watch relieving terminals. These watch relieving terminals are subject to change by the Employer:

South Point – Lofall Route	Lofall
Fauntleroy – Vashon – Southworth Route	Fauntleroy or Southworth
Seattle – Bremerton Route	Pier 52
Seattle – Winslow Route	Pier 52
Edmonds – Kingston Route	Edmonds
Mukilteo – Clinton Route	Mukilteo
Anacortes – San Juan Islands – Sidney B.C. Route	Anacortes
Port Townsend – Coupeville Route	Port Townsend
Tahlequah – Point Defiance Route	Pt. Defiance

In the event of a change in watch relieving terminals, the Union shall be given as much advance notice as is practical and in any event not less than two (2) weeks.

If less than two (2) weeks' notice is provided, then the Engineer Officer shall be reimbursed for their actual travel expenses (as provided under Section 12[c]) incurred during the two (2) week period following notice.

Section 10.2 - Relief at Terminal Opposite Terminal Listed in CBA

1. For vessels whose contractually designated watch relieving terminal is the Eastern Terminal, the Staff Chief Engineer will include in the vessel's schedule a Western Terminal relieving time that shall precede the Eastern Terminal relieving time, in addition to the Eastern Terminal relieving time traditionally listed in the schedule. For vessels whose contractually-designated relieving terminal is the Western Terminal, the Staff Chief Engineer will include in the vessel's schedule an Eastern Terminal relieving time that shall precede the Western Terminal relieving time, in addition to the Western Terminal relieving time traditionally listed in the schedule.

2. The Ferries' employee payroll time sheet form will accurately reflect in the notes section whether the Engineer Officer relieves at the Eastern Terminal or the Western Terminal.

3. Every Engineer Officer will accurately complete their time sheet consistent with the relieving time applicable to that employee, east side or west side.

4. The CBA and pay practices will apply to the new relieving times in the same manner they have been applied to the traditional relieving times.

5. Any agreement between Engineer Officers to relieve at the alternate relieving port shall not violate the CBA crewing levels.

6. Any agreement between Engineer Officers to relieve at the alternate relieving port shall not be subject to grievance process.

7. There shall be no engine room classification bump ups, without Chief Engineer approval, as a result of relieving at the alternate relieving port.

8. Engineer Officers relieving at an alternate relieving terminal shall comply with SMS crew dispatch qualifications and procedures.

9. Engineer Officers relieving at an alternate relieving terminal shall comply with USCG crew endurance standards.

10. The vessels engine room log and the Engineer Officer's time sheets shall document accurately any relief occurring at an alternate relieving terminal.

11. Overtime shall be paid only for the time actually worked beyond the Engineer Officer's scheduled shift based on the actual east or west relieving terminal.

12. Relief Engineer Officers relieving at the alternate relieving terminal shall receive mileage based on the actual east or west relieving terminal.

13. Both relieving Engineer Officers must agree to the alternate relieving terminal, otherwise the relieving terminal will default to the designated watch relieving terminal listed in Section 10.1.

SECTION 11 - PASSES

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

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

(c) Any Engineer Officer who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the Engineer Officer, the Engineer Officer's spouse, or dependents, except as otherwise provided in this Section.

(d) Every Engineer Officer who is retired under the provisions of the State Employees' Retirement System or who is disabled shall be issued annual passes authorizing free passage for such Engineer Officer, spouse, and dependent members of their family, together with their motor vehicle, on all vessels of the Employer.

(e) Passes of any kind shall not be used for the purpose of commuting to or from employment other than employment with the Washington State Ferries (WSF).

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

(f) The use of motor vehicle spouse pass privileges during peak periods will be cause for cancellation of all pass privileges. Motor vehicle passes may only be used on

the Sidney route between June 15 and September 10 with a reservation, contingent upon space available. If at the time of sailing all reservations are sold, the Engineer Officer must pay for their vehicle passage.

(g) Vehicle ferry passes are intended to be used for vehicles that the Engineer Officer 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 Engineer Officer 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 the WSF Code of Conduct.

(h) Any Engineer Officer, Engineer Officer's spouse or the Engineer Officer's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to a three (3) month suspension of all pass privileges for a first offense, a one (1) year suspension of all pass privileges for a second offense and permanent revocation of all pass privileges for a third offense. The Employer shall publish and provide to the Engineer Officers and the Union a copy of the rules, regulations and policies concerning pass usage.

SECTION 12 - MILEAGE, TRAVEL TIME

(a) When travel pay is authorized under any rule of this Agreement, it shall be paid at the straight-time rate of pay for the appropriate travel time indicated in Schedule A, attached hereto. If the employee furnishes transportation under such circumstances, they shall be reimbursed for the appropriate number of miles only for travel actually performed as indicated in Schedule A, attached hereto. The mileage rate for such time shall be that allowed by the Office of Financial Management for use of private automobiles. Employees traveling to locations outside of Schedule A will submit for travel time and mileage reimbursement according to agency policy.

(1) If an alternate route between two locations, identified in Schedule A, is available to the Engineer Officer, the Engineer Officer may use the alternate route and will be reimbursed in accordance with Schedule A.

(b) Vacation Relief Engineer Officers assigned to more than one (1) vessel shall be assigned a home terminal. Relief employees dispatched to Friday Harbor shall receive an additional five (5) hours of pay for each day assigned. No other form of travel pay/time is payable to Vacation Relief Officers. Mileage shall be paid only for travel actually performed to a location other than the employee's home terminal according to the Schedule A. A Vacation Relief Engineer Officer's home terminal shall be that regular terminal nearest the Licensed Engineer Officer's residence.

(c) In the event vessels and/or employees are assigned to other than regular routes on a temporary basis and the regularly assigned Engineer Officers are retained with the vessel or individually assigned to another vessel, they shall be paid mileage and travel time pay only for travel actually performed both ways from their regular relieving terminal to the temporary relieving terminal according to the schedule shown on Schedule A attached hereto.

(d) Regular employees permanently assigned to the San Juan Islands - Anacortes - Sidney B.C. routes or the Port Townsend - Coupeville route will be paid the mileage and travel time indicated in Schedule A for one (1) round trip per week when working, from the terminal nearest the employee's residence. In addition, regular employees permanently assigned to the Inter-Island vessel route will be paid one (1) weekly round trip when working from Anacortes to Friday Harbor. This allowance will befive (5) hours roundtrip per week. Employees staying in State provided facilities in Friday Harbor will be entitled to daily per diem in accordance with State per diem rates, and provided with adequate shore side accommodations. Employees working the Inter-Island route and who are not traveling to Anacortes and who choose not to stay in state provided housing but instead make their own housing arrangements shall also be entitled to daily per-diem in accordance with State per-diem rates. Employees that are breaking-in and or performing vessel familiarization shall be provided shore side accommodations if preapproved by the Employer.

(1) All employees working the Inter-Island route who are not traveling to Anacortes will be eligible for up to six (6) breakfasts, five (5) lunches, and six (6) dinners at the State per diem rate.

(e) Payment will be made for travel and mileage actually performed from the terminal closest to the employee's residence to the temporary relieving terminal or from the normal relieving terminal to the temporary relieving terminal, whichever is less.

(f) Temporary Assistant Engineers dispatched from the Union Hall to vessels in Anacortes will receive travel time and mileage daily in accordance with provisions provided for herein and above except that on the first day of their dispatch their travel time and mileage will be calculated from Pt. Defiance.

(g) Engineer Officers not returning to their relieving terminal by reason of an approved watch schedule shall be entitled to expenses for room and board to the limit of the State per diem allowance. Room receipts must be furnished. State furnished quarters must be used if available.

All MEBA Licensed Engineers will be paid one (1) per diem, mid-shift meal allowance (defined as lunch) while their assigned vessel is in a commercial shipyard should any of the following conditions in the engine room galley not be met:

(1) Hot and cold running water is available;

(2) All engine room galley equipment that is normally available to prepare meals is operational and serviceable;

(3) Adequate heating, ventilation and lighting are available;

(4) The vessels sewage system is operational.

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

(h) (1) Engineer Officers on assignments at Eagle Harbor or other shipyards shall be entitled to travel pay and mileage in accordance with Subsection (e) herein above. The Employer reserves the right to set watch schedules that may require travel to occur within the scheduled shift in accordance with Section 9 (k) (1).

(2) However, at the option of the Employer, reasonable living quarters may be furnished in lieu of daily travel pay and mileage. The Engineer Officer will be entitled to the daily maximum per diem in accordance with State per diem regulations and travel pay and mileage for one (1) round trip per week to and from the shipyard in accordance with Subsection (e) herein above. If the Engineer Officer elects not to stay in State furnished quarters, as provided herein, then the Engineer Officer will only be entitled to travel pay and mileage for one (1) round trip per week without payment of per diem. Engineer Officers electing not to stay in State furnished quarters will not be reimbursed lodging costs without the preapproval of the Employer.

(i) Parking

(1) The Parties recognize that reasonable access to parking at or near WSF owned or leased facilities is a major concern of the Union and bargaining unit employees and understand that such access is governed by applicable Federal, State, and municipal laws, codes, and regulations and by applicable WSF policies.

(2) Subject to security and operational requirements and applicable WSF policy, the Employer agrees to develop plans and implement a procedure for the use of the WSF Seattle Warehouse facility as a parking location to accommodate High-Occupancy Vehicle (HOV) carpools for engine room employees working in and out of Pier 52. In conjunction with these procedures, WSF agrees to designate a reasonable number of HOV parking spaces at Pier 52 for those employees utilizing the WSF Seattle Warehouse facility as a carpool staging area. In the event the procedure permits the use of a State vehicle for the purpose of commuting between the Warehouse facility and Pier 52, such use will be subject to the rules and regulations of the Fleet Ridesharing Policy developed for the WSDOT Transportation Demand Management Program.

(3) Within sixty (60) days of the effective date of this Agreement, the Employer agrees to initiate discussions with the City of Seattle regarding the availability and accessibility of parking in the areas immediately adjacent to Pier 52 and to the Fauntleroy ferry terminal. The Employer also agrees, in conjunction with any future major terminal construction or renovation project, to ensure that the impact on the accessibility and availability of employee parking at or near the facility is an issue for discussion with local communities and authorities.

SECTION 13 - MINIMUM CALL

All Engineer Officers when called to work shall receive a minimum of eight (8) hours pay. Work time shall begin as provided otherwise in this Agreement.

SECTION 14 - ENGINEER OFFICERS DUTIES

(a) Engineer Officers in charge of a watch shall not be required to perform duties away from the confines of the engine or fire room casings while the vessels are underway.

(b) Engineer Officers shall not be required to perform duties other than those necessary for the proper operation and maintenance of vessels auxiliary and main propulsion units.

(c) All pumps, winches, steering units, piping lines, sanitary and heating systems, refrigeration units, and other mechanical or electrical equipment normally falling under the cognizance of the Chief Engineer Officer shall be classed as vessel auxiliaries.

(d) Except in emergencies, Engineer Officers shall not be required to perform duties normally performed by unlicensed personnel.

(e) The Engineer Officer shall be the primary Engineer Officer responsible under the Senior Port Engineers Office for all routine maintenance, operations, repairs and, when so designated by the Employer, for all major repairs such as when in the dry-dock for major overhaul. As such, the Engineer Officer shall maintain all required historical records, maintenance records and operating records for their assigned vessel.

(f) Maintenance and repair work of an extended nature on any of the mechanized, semi-mechanized, or retrofit vessels of the Employer, while the vessels are in layup status which falls within the work jurisdiction of the Engineer Officers, shall normally be performed by the regular complement of vessel Engineer Officers, by other WSF employees, or by contracted repair services carried out under the supervisory jurisdiction of the Licensed Engineer Officers. Crewing during extended work periods will be as determined by the Senior Port Engineer.

(g) It is agreed that such supervisory jurisdiction shall include the maintenance and repair of all computer equipment and related servomechanisms which are concerned with the propulsion and internal machinery and equipment of the ship. Preventive maintenance work and repair work done underway and during evening tie-ups are the basic responsibility of the assigned complement of Engineer Officers.

SECTION 15 - DECOMMISSIONED VESSELS

While vessels are decommissioned, and, at the option of the Employer, the Engineer Officers are retained to perform routine overhaul or maintenance work, they shall receive compensation on the basis of their respective base pay in each assignment classification.

SECTION 16 - CREWING REQUIREMENTS

(a) The Employer and the Union agree that at a minimum all vessels will be crewed at the established Certificate of Inspection (COI) as defined by the U.S. Coast Guard. Vessels may be crewed above the certificate of inspection minimum.

(b) The Employer agrees to maintain the following minimum crewing requirements per shift for the vessels M.V. Issaquah, M.V. Chelan, M.V. Kittitas, M.V. Kitsap, M.V. Sealth, M.V. Cathlamet, M.V. Hyak, M.V. Yakima, M.V. Elwha, M.V. Kaleetan, M.V. Spokane, M.V. Walla Walla, M.V. Tokitae, M.V. Samish, M.V. Chimacum, and M.V. Suquamish:

One (1) Staff Chief Engineer or one (1) Alternate Staff Chief Engineer or one (1) Chief Engineer, and one (1) Assistant Engineer.

(c) The Employer agrees to maintain the following minimum crewing requirements per shift for the vessels M.V. Tillikum, M.V. Klahowya, M.V. Chetzemoka, M.V. Salish, and M.V. Kennewick:

One (1) Staff Chief Engineer or one (1) Alternate Staff Chief Engineer or one (1) Chief Engineer.

(d) The Employer agrees to maintain the following minimum crewing requirements per shift for the vessels M.V. Tacoma, M.V. Wenatchee, and M.V. Puyallup:

One (1) Staff Chief Engineer or one (1) Alternate Staff Chief Engineer or one (1) Chief Engineer and one (1) Assistant Engineer.

SECTION 17 - MEAL DISCOUNT

(a) The charge for meals purchased and eaten on board the vessels of the Employer while employees are on duty or going to and from duty shall be at one-half (1/2) the normal retail price of such meals rounded upward to the nearest cent. This rule

only applies to vessels that provide food service and such service is open to the public.

(b) Employees purchasing meals at a discount shall be required to sign sales slips at the completion of service.

SECTION 18 - VACATIONS

(a) Vacation leave will be credited on the following basis:

Total Service	Vacation Credit
6 months	52 hours
7 months	60 hours
8 months	68 hours
9 months	76 hours
10 months	84 hours
11 months	92 hours
12 months	96 hours
2 years	104 hours
3 years	120 hours
4 years	136 hours
5 years	160 hours
7 years	168 hours
9 years	176 hours
11 years	184 hours
13 years	192 hours
14 years	200 hours
16 years	208 hours
18 years	224 hours
20 years	232 hours
22 years	240 hours
24 years	248 hours
26 years	256 hours
28 years	264 hours
30 years and over	272 hours

The preceding vacation credits shall be prorated and credited on a monthly basis for Engineer Officers. Also, vacation pay shall be prorated for the classifications worked by each Engineer Officer, but shall be paid at the rate applicable to each classification of Engineer Officer currently in effect during the period when the vacation is taken.

(b) Designated days off for regularly assigned Engineer Officers while on vacation shall be the same days as their previous days off while working.

(c) Vacations shall be taken in accordance with the schedule prepared by the Vacation Scheduling Committee and the Employer. The Vacation Scheduling Committee shall meet annually to prepare a schedule for the next calendar year. The Vacation Scheduling Committee will consist of no less than four (4) representatives of the Union. Vacation bids for the succeeding year shall be submitted by November 10th of each calendar year. The Vacation Scheduling Committee shall meet in November. The Vacation Scheduling Committee shall make every effort to arrange vacations so that they coincide with the Engineer Officer's days off. Vacations will be scheduled by Engineer Officer seniority date. Neither the designated vacation period nor the designated Vacation Relief Engineer Officer's schedule shall be changed with the exception of sickness or injury befalling one (1) of the affected Engineer Officers. The vacation awards shall be posted no later than December first (1st) of the calendar year.

The Vacation Scheduling Committee will send each Engineer Officer a vacation bid request form and will select a maximum of seven (7) calendar weeks of available leave during the first work period of January through the last work period of December consistent with vessel work cycles. Engineer Officers may bid on and take more than seven (7) weeks of vacation in a year if pre-approved by the employer.

Employees shall not request or be authorized to take scheduled vacation leave or compensatory time if they will not have sufficient accrued leave to cover such absence at the time the requested vacation is to be taken.

The Employer will post the standby list and awarded vacation list monthly to allow Engineer Officers to express interest in vacated vacation periods and a copy of each will be provided to the MEBA WSF Union Representative. A vacated vacation period will be awarded on a first come first serve basis to the extent business needs permit. When an Engineer Officer transfers work weeks, they will be given preference in selecting one (1) vacated vacation period. An Engineer Officer may request up to a maximum of four (4) standby vacation slots.

(d) Those Engineer Officers who participate on the Vacation Scheduling Committee are to receive pay on the basis of one (1) day's pay for each day served. This is not to exceed a total cost of seven (7) man-days per year to the Employer. The rate of pay shall be the rate for the Engineer Officer's regular classification.

(e) The vacation schedules, as have been worked out, will be in effect for approximately one (1) year. When the above-mentioned vacation schedules have expired, it shall be the duty of the Vacation Scheduling Committee, a representative of the Union, and the Employer's representatives to compile a similar vacation schedule with necessary changes that may be required in regard to the increased vacation benefits as have been negotiated and in accordance with the possible desires of the designated Vacation Relief Engineer Officers for a change in assignment.

(f) To qualify for a single vacation day, Engineer Officers, with five (5) or more years of service and at least eighty (80) hours of accrued vacation leave at the time of selection, are required to request a minimum of eighty (80) hours of vacation per year to the Vacation Committee to qualify for single vacation day throughout the year. Without right to dispute, Engineer Officers, with five (5) or more years of service and at least eighty (80) hours of accrued vacation leave at the time of selection, who do not request a minimum of eighty (80) hours of vacation per year will be assigned the minimum vacation of eighty (80) hours by the Vacation Scheduling Committee. The Vacation Scheduling Committee will assign vacations if no undue hardship or vacation requests are submitted to meet the minimum eighty (80) hours. The Vacation Committee shall not refuse an Engineer Officer's request to not take a vacation due to any hardship if requested at the time vacations are awarded. Such hardship requests must be submitted three (3) calendar days in advance of the committee's meeting in order to allow for the requests to be evaluated. Decisions concerning mandatory vacations made by the Vacation Scheduling Committee are not subject to the grievance procedure of this Agreement.

(g) Vacation Relief Engineers shall normally be assigned only to fill scheduled vacations and/or scheduled compensatory time of the regularly assigned Engineer Officers. Provided, however, if there are no scheduled vacation periods or scheduled compensatory time to be covered, the Vacation Relief Engineer(s) may be used to cover any type of absence in an Engineer Officer's position.

If all Vacation Relief Chief Engineers are assigned to fill scheduled vacation and/or compensatory time of regularly assigned Chief Engineer Officers and a Regularly Assigned Chief Engineer Officer takes an unscheduled vacation day(s) or unscheduled compensatory time, or sick leave, unpaid leave, or time off for attendance at hearings, meetings, jury duty, training, or union business, the temporary vacancy will be filled in compliance with Section 2.1.

(h) It is also agreed that in case the Union would be unable to furnish an Engineer Officer meeting the requirements of the service the vacation would be deferred until such time as a Vacation Relief Engineer Officer was available.

(i) When illness is claimed in reference to the preceding language, it shall be necessary for the employee claiming the illness to substantiate it with a certification from a licensed medical provider.

(j) Each employee shall be entitled to accrue vacation leave not to exceed three hundred twenty (320) hours at the time of the Engineer Officer's anniversary date. The Engineer Officers anniversary date shall be every twelve (12) months after entering service of the Employer. Any hours in excess of three hundred twenty (320) hours will be forfeited if not used prior to their anniversary date. Any Engineer Officer eligible for retirement who has accumulated more than two hundred forty (240) hours vacation leave shall take all accumulated leave over two hundred forty (240) hours prior to starting the employee's retirement. The intent

and purpose of this Section is that no Engineer Officer may retire with more than two hundred forty (240) hours accumulated leave credits upon retirement.

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

(l) A re-employed or reinstated employee also must have six (6) months of employment before being entitled to use vacation leave.

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

(n) All accumulated annual leave is allowed when the employee leaves the Employer's employment for any reason, provided adequate notice has been given.

(o) Vacation time will be credited as hours of work for subsequent vacations.

(p) In the event that any Engineer Officer becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, sick leave may be used 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.

SECTION 19 - COMPENSATORY TIME

(a) Compensatory time is not vacation (annual) leave as provided elsewhere in the Agreement but is considered deferred compensation for time already worked. Therefore, in addition to any rights to or restrictions on the accumulation of vacation or annual leave, however termed, only compensatory time accumulated within twenty-four (24) months preceding separation of employment and not actually taken by the employee nor paid out during that period, shall be paid in full amount that is owed to the employee. Compensatory time on the books for more than twenty-four (24) months (earned) prior to separation shall be paid in full amount that is owed to the employee, however, shall not be credited to the employee's pension calculation.

(b) An employee may use compensatory time for the following purposes, provided that an Engineer Officer is available to substitute for the employee and that the Employer does not incur any overtime wage costs in scheduling of this compensatory time:

(1) Daily for reasons of Union representation, training and/or personal use.

(c) An Engineer Officer may take compensatory time scheduled in increments of eighty (80) or eighty-four (84) straight-time hours, provided it is scheduled at the time the employee completes his annual vacation request and provided further that Vacation Relief Engineer Officers are available. In calculating the number of Vacation Relief Engineer Officers required, the compensatory time component will

include the number of compensatory time hours requested per employee, to a maximum of one-hundred sixty-eight (168) straight-time hours. Compensatory leave requests will be scheduled based on the Engineer Officer's length of seniority with the Employer.

(d) Temporary Relief Engineers who are not permanent Engineer Officers with WSF shall be paid for the compensatory time accrued upon the termination of the relief assignment.

(e) Unless otherwise specified in this Agreement, an employee will be entitled, upon request, to any or all of their compensatory time that has accrued upon layoff, resignation, termination for cause or for extended sick leave when the employee has no remaining accrued sick leave credit or accrued vacation time.

(f) Any accrued compensatory time shall be paid to the designated beneficiary or beneficiaries of the employee in the event of the death of that employee. The Employer will provide a form for the employee to designate a beneficiary(s).

(g) Compensatory time used for training that is taken on the Engineering Officer's normal off week will be re-credited or reimbursed to the employee by the Employer.

(h) At the Engineer Officer's option, compensatory time may be accrued at the rate of one and one-half (1.5) hours in lieu of one (1) hour of overtime pay; up to six (6) hours of compensatory time per eighty-four (84) hour work week.

(i) An Engineer Officer, at their option, shall be paid in cash for any hours of compensatory time that exceed two hundred (200) hours.

SECTION 20 - SENIORITY AND LEAVES OF ABSENCE

(a) Seniority Roster

There shall be four (4) separate seniority rosters maintained for the various affected classifications of Licensed Engineer Officers as follows:

(1) Engineer Officer Seniority List:

This list shall be used in determining vacation periods and certain other rights which affect all Licensed Engineer Officers uniformly and identically and shall show the first date of continuous employment in the system as a licensed engineer working under the jurisdiction of this Agreement provided the requirements of Subsection (c) of this Section have been complied with. This list shall also be utilized for reductions in force where the last Licensed Engineer Officer hired shall be the first laid-off and the last Licensed Engineer Officer laid-off shall be the first re-hired.

(2) Chief Engineer Officers:
This list, which is to include the Staff Chief Engineer Officers, shall show the first date of employment in the system as a permanently assigned Chief Engineer Officer and shall be used in determining the promotional, transfer and open position rights of all Chief Engineer Officers for Chief Engineer Officer positions only.

(3) Licensed Assistant Engineer Promotional Roster:
This list shall be used under Subsection 20(f) to fill Licensed Chief Engineer Officer vacancies. The list shall show for every Licensed Assistant Engineer Officer, one of the following two (2) dates, whichever is the more recent:

(i) The date/time they first submitted a copy of their Chief Engineer's license to the Employer, or

(ii) The most recent date of hire to a permanent Licensed Engineer Officer position.

(4) Qualified Alternate Staff Chief Candidates List:
This list shall be used under Subsection 20 (m) to fill Alternate Staff Chief vacancies when necessary.

(b) Engineer Officers who were employed by the Employer in an unlicensed engine room position after April 25, 1988 and who are affected by a reduction in force may displace an Oiler or Wiper with less total continuous service with the Employer.

(c) Probationary Periods
Newly employed Engineer Officers will complete a five (5) continuous month probationary period. At the conclusion of five (5) continuous months Engineer Officers will establish seniority with the Employer as of the date they began continuous service provided they have successfully completed their probationary period. The Employer retains the right to terminate Engineer Officers at any time during their probationary period and this decision will not be subject to Sections 5 and 23 of this Agreement. Such Engineer Officers will be given a reasonable opportunity to have their job performance evaluated.

(d) Seniority lists will be posted in a place accessible to those affected. They will be revised February 1st and August 1st of each year and shall be open for correction for a period of sixty (60) days from the date of posting on presentation of proof of error in writing by a Licensed Engineer Officer or their representative. Any seniority date that is not protested within sixty (60) days from the date of its first appearance on the seniority lists will not thereafter be subject to protest except for correction of typographical error or where the Union and the Employer agree that an error has been made. The Union shall be furnished with a copy of these lists.

(e) Open positions for each of the seniority classifications due to retirement, promotion, termination, separation or when crewing new or retrofit vessels, will be

Engineer Officers interested in vacant permanent Engineer Officer positions must notify the Employer and the Union in writing of the positions through a job request form on any vessels up to a maximum of ten (10) choices they wish to fill. Sister vessels with the same equipment and control configuration will be considered separate choices. The Employer shall maintain a file of all such requests and, upon receipt of such request, shall notify in writing the employee submitting such request of its receipt. These requests will be kept active and on file through December 31st of the calendar year for which they were submitted. Requests must be renewed annually; multiple year requests cannot be made. Requests may be renewed no earlier than November 1st, for the following year; they will then be placed in the Engineer Officer's personnel file. The Employer will notify all Engineer Officers annually of the requirements of this paragraph simultaneously with the distribution of the Vacation Request form.

When a vacancy occurs in a permanent Engineer Officers assignment, the Employer shall notify the Union in writing. When the vacancy is awarded, the Employer shall notify the Union of the name of the Engineer Officer awarded the assignment. The Union shall maintain a record of these notices in the office of the Port of Seattle MEBA Hiring Hall, for review by all affected Engineer Officers.

The initial notice of vacancy will be posted on each vessel no later than ten (10) days after the vacancy occurs. Each notice will contain the following language: "When this opening is filled, it will create additional openings as Engineer Officers accept the available position(s). These additional openings will be posted through the updated crew list and shall remain open for a period of twenty-four (24) hours. Licensed Engineer Officers wishing to be considered for these additional openings should make certain that they have filed a job request form or an additional single job request form with the Dispatch Office to be notified of all openings. Single job request forms will be discarded when the additional opening has been awarded. See Section 20(e) in the Licensed Engineers' Collective Bargaining Agreement."

However, the notice will not contain the quoted language if the Employer knows at the time it posts the notice that there will be a delay of sixty (60) or more days between the award of the initial vacancy and the filling of that vacancy. In that case, the subsequent vacancy created when the initial vacancy is filled shall be treated as an initial vacancy and shall be posted.

This notice will be posted for ten (10) days. The job may be offered for award commencing on the twenty-first day after posting and filled thereafter as soon as practicable. Engineer Officers will have thirty-six (36) hours to respond to notice of an open position offer beginning on the eleventh day. A non-response in the allotted time period will be considered a refusal of the open position. An Engineer Officer who has accepted or refused an open position shall not have the right to reverse that decision. It shall be the responsibility of the Engineer Officer to communicate their desire to accept or reject any open position prior to going on leave when they will not be available to communicate through conventional means.

Communication with Engineer Officers will be processed through a job request form to be filled out by the employee and kept on file by the Employer.

(f) When a permanent Licensed Chief Engineer Officer opening occurs the most senior Licensed Chief Engineer Officer in that classification (as per Subsection 20[a][2]) with a request on file for that job shall be promptly offered the position and assigned within twenty (20) days of the date the position is vacated, unless the designated Engineer Officer agrees to extend the number of days before taking the assignment. If the most senior Licensed Chief Engineer Officer in that classification with a request on file refuses the assignment, it shall then be filled as follows:

(1) It shall be offered to the next most senior Licensed Chief Engineer Officer in that classification (as per Subsection 20[a][2]) with a request on file until all such request have been exhausted, then;

(2) It shall be offered to the most senior Licensed Assistant Engineer Officer with a request on file for a promotion until all such requests on file have been exhausted. For this purpose only, seniority shall be determined in compliance with the Licensed Assistant Engineer Promotional Roster (Subsection 20[a][3]).

(3) Any Licensed Engineer Officer shall have the right to turn down any promotion without loss of seniority on the promotion roster. In the event that any job(s) remain unfilled, the least Senior Licensed Engineer Officer with the minimum qualifications, will be assigned, without right of refusal.

(4) Whenever changes are made, the Employer shall furnish to all Engineer Officers an updated crew list utilizing their WSF email addresses.

(5) In order for a Port Engineer hired outside of the WSF Licensed Engineer bargaining unit to remain on the Licensed Assistant Engineer Promotional Roster (Section 20 [a][3]) they must work ninety (90) sailing days within an uninterrupted work schedule aboard a vessel after accepting and reporting to a permanent Assistant Engineer position.

(g) When a permanent Licensed Assistant Engineer Officers' opening occurs, the most senior Licensed Engineer Officer in that classification with a request on file for that job shall be promptly offered the position and assigned within twenty (20) days of the date the position is vacated, unless the designated Engineer Officer agrees to extend the number of days before taking the assignment. If the most senior Licensed Assistant Engineer Officer with a request on file refuses the assignment, it shall then be filled as follows:

(1) It shall be offered to the next most senior Licensed Assistant Engineer Officer in the classification with a request on file until all such requests have been exhausted.

(2) In the event that there is no request on file, the vacancy will be filled as per Section 2.1(d).

(h) (1) Assignments of Engineer Officers to new or retrofit vessels will normally be done using the procedures in subsections (e), (f) and (g) above, well in advance of commissioning or redelivery. Retrofit is defined as major revisions to, or replacement of, the ships' propulsion systems.

(2) The Employer will provide extensive training on the new equipment for all Licensed Engineer Officers assigned to such vessels prior to the vessels being placed into service. Prior to receiving training, the Licensed Engineer Officers shall sign an agreement, which has been mutually agreed upon by the Employer and the Union, to remain assigned to said vessels for a period of not less than twenty-four (24) consecutive months from the vessel's in-service date. Transfers shall be allowed to sister vessels with the same equipment and control configuration during the twenty-four (24) month period. On a case-by-case basis, transfers to other than sister vessels will be considered only for reasons of "personal hardship," such as family medical problems. Promotions off the vessel will not be allowed during the twenty-four (24) month period. Advancement of the promotional wage rate will be allowed if the licensed engineer officer remains on the vessel for the entire duration of their twenty-four (24) month agreement. The Engineer Officer's seniority dates will reflect the advancement of the promotional wage rate.

(3) During this twenty-four (24) month period, Licensed Engineer Officers assigned as above shall be insulated from normal "bumping" or "job displacement" procedures during any lay-offs or de-crewing of other vessels. However, this insulation will not result in a less senior Licensed Engineer Officer being retained while a more senior Licensed Engineer is laid off.

(i) All newly hired or reassigned Chief Engineer Officers may be required to complete a shipboard break-in for a period of eighty-four (84) hours with the Staff Chief Engineer or their designee. Upon the conclusion of the break-in period, the Staff Chief Engineer Officer will inform the Port Engineer as to whether the Engineer Officer has satisfactorily completed the break-in period. In the event the Engineer Officer has not successfully completed the break-in period, the Employer, Union and the Engineer Officer will meet in an attempt to resolve the matter.

(j) Super Seniority

Normal practice for Engineer Officers assignments will be to keep trained Engineer Officers on the same vessels as much as possible. When vessel route assignments are changed on a permanent basis, an Engineer Officer shall have the right after thirty (30) days to be reassigned to another vessel operating the route of their previous relieving terminal without regard to strict seniority provisions. They will be assigned to the first open position in their past relieving terminal after written application to the Employer. Application may be submitted immediately upon

notification that a vessel route assignment has been changed on a permanent basis. Transfer prior to thirty (30) days is contingent upon a qualified Vacation Relief Engineer Officer being available.

Once submitted, applications may not be withdrawn, except by mutual agreement between the Employer and the Engineer Officer. After one (1) month an Engineer Officer assigned to a permanently transferred vessel will be considered to be in a permanent assignment, unless application was made. If such application is on file and no openings are available, then the Engineer Officer shall be considered to be on temporary assignment. This temporary assignment will not preclude application for an assignment to other open positions.

(k) Each Staff Chief Engineer Officer designated by the Employer shall serve a probationary period of six (6) continuous months. In the event that the Engineer Officer does not successfully complete the probationary period, the Employer will reassign the Engineer Officer to a position of Chief Engineer consistent with the assignment provisions contained within the Agreement. It is understood that the Employer's decision is not subject to Sections 5 and 23 of this Agreement.

(1) Each Staff Chief Engineer Officer designated by the Employer shall be evaluated by the Department Director or Port Engineer on an annual basis. The performance evaluation process gives the Department Director or Port Engineer an opportunity to discuss performance goals with the Staff Chief Engineer and assess and review their performance with regard to those goals.

(2) The Department Director or Port Engineer will meet with the Staff Chief Engineer at the start of their review period to discuss performance expectations. The Staff Chief Engineer will receive copies of their performance expectations as well as notification of any modifications made during the review period. Staff Chief Engineer work performance will be evaluated during probation, trial service and at least annually thereafter.

(3) The Department Director or Port Engineer will discuss the evaluation with the Staff Chief Engineer. The Staff Chief Engineer will have the opportunity to provide feedback on the evaluation.

The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the Staff Chief Engineer's signature acknowledging receipt of the forms, and any comments by the Staff Chief Engineer. A copy of the performance evaluation will be provided to the Staff Chief Engineer at the time of the review. A copy of the final performance evaluation, including any Staff Chief Engineer's comments, will be provided to the Staff Chief Engineer. The original performance evaluation forms, including the Staff Chief Engineer's comments, will be maintained in the Staff Chief Engineer's personnel file.

(4) If a Staff Chief Engineer disagrees with their performance evaluation, the Staff Chief Engineer has the right to attach a rebuttal.

(l) Appointment of Staff Chief Engineer

When a Staff Chief Engineer position vacancy exists, the Employer will designate the Staff Chief Engineer for that vessel by transfer of existing Staff Chief Engineer(s) or from the Staff Chief candidate pool as soon as is possible. Such candidates must have been permanently employed as a Chief Engineer Officer with the WSF. This provision will not apply to decommissioned vessels provided normal and regular maintenance work is not being done on board the vessel.

(m) Appointment of Alternate Staff Chief Engineer

The Staff Chief Engineer may request the assignment of an Alternate Staff Chief Engineer on their vessel and that request shall be subject to approval by the Employer.

Employer approved Alternate Staff Chief Engineer positions shall be filled as follows: the requesting Staff Chief Engineer shall select a Chief Engineer Officer who is permanently assigned to the vessel and who is on the list of qualified Alternate Staff Chief Engineer candidates to be their Alternate Staff Chief Engineer.

In the event the Employer designates an Alternate Staff Chief Engineer's position(s), Engineer Officers on the list of qualified Alternate Staff Chief Engineer candidates may bid by Chief Engineer seniority for the open position(s).

To qualify for placement on the approved list, Chief Engineers must meet the following requirements:

a. Submit a letter of interest with the Port Engineer's office stating the reasons why they desire to be an Alternate Staff Chief Engineer;

b. Provide a minimum of two (2) written references from current fleet Staff Chief Engineers; and

c. Have no history of disciplinary action within the previous three (3) years.

All Chief Engineers on the approved list for Alternate Staff Chief Engineer shall be listed by their Chief Engineer seniority date.

The position of Alternate Staff Chief Engineer is subject to the normal "bumping" or "job displacement" procedures during any lay-offs or de-crewing of other vessels.

Section 20.1 - Leave of Absence

(a) Engineer Officers shall be granted leaves of absence for up to six (6) months for reasons of attending school for raising license, or for personal reasons approved by the Employer and the Union. The above six (6) month limitation may be extended by mutual agreement between the Employer and the Union. Leaves shall not be

granted for the purpose of seeking or performing employment with other employers. Anyone taking a leave of absence pursuant to this subsection shall have the right to return to the position that the Engineer Officer held just prior to the leave of absence.

(b) Leaves of Absence for Permanent Assignment:
An Engineer Officer may be granted a leave of absence for the purpose of accepting full-time employment with the Employer in a position outside of the bargaining unit or full-time employment as an official of the Union. Anyone taking a leave of absence pursuant to this subsection shall be eligible based upon the Engineer's seniority for re-employment in the bargaining unit to open permanent positions, with the exception that the first thirty (30) days of a permanent assignment shall be considered as a temporary assignment in respect to the Engineer Officer's re-employment rights as specified in Subsection (c) of this Section. Also, in addition to the rights specified elsewhere in this Agreement, the Engineer Officer shall be eligible for the last position he/she held in the bargaining unit before the leave of absence occurred when that position becomes open. For the purposes of this Subsection (b) only, the Engineer Officer shall receive the wage rate based upon the position actually held by the Engineer Officer.

(c) Leaves of Absence for Temporary Assignment:
Anyone taking a leave of absence for the purposes of accepting temporary full-time employment for six (6) months or less with the Employer in a position outside of the bargaining unit or full-time employment as an official of the Union shall have the right to return to the position that Engineer Officer held just prior to the leave of absence. Anyone taking a leave of absence for a temporary position as stated above for period that exceeds six (6) months shall have the right to return to open positions as stated above in Subsection 20.1(b).

(d) Seniority shall not be interrupted during leaves of absence.

(e) Leave Without Pay for Approved Time Off
Licensed Engineer Officers shall be allowed to submit pay orders for less than eighty (80) hours pay in a workweek when on approved leave. Such hours submitted as Leave Without Pay (LWOP) in a workweek shall be approved except in cases of misuse of LWOP.

Engineer Officers, with prior approval, will be allowed to take two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, unless such absence would impose an undue hardship (as defined in WAC 82-56-020) on the Employer or the Engineer Officer is necessary to maintain public safety.

(f) Leaves of Absence
Upon thirty (30) days written notification (except in emergencies) to the Union and to the Employer, and upon written approval of both, which approval shall not be

unreasonably withheld, Engineer Officers shall be granted leaves of absence for up to six (6) months for reason of disability, attending school to upgrade their license, or for personal reasons. Seniority shall not be interrupted during leaves of absence.

(g) Military Leave of Absence

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

(h) Other Leave Time Defined and Approved in Advance

In the case of all extended leaves the Engineer Officer 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 Engineer Officer must also submit a Certificate of Health Care Provider on the appropriate WSF form. Medical leaves of absence will be handled as set forth in this Agreement and the Federal Family and Medical Leave Act of 1993. WSF shall provide Engineer Officers with a Request for Extended Leave Form with an explanatory cover letter normally no later than thirty (30) days after their first 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 Engineer Officer 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 Engineer Officer 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.

(i) Return from Leave

Engineer Officers who have been on an approved leave of absence may return to work before the date specified on the leave form as the date of return. An Engineer Officer 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 Engineer Officer is involved in an emergency situation beyond the control and advance planning of the Engineer Officer which causes the Engineer Officer the inability to report to work from the leave by the designated time. Proper documentation of such occurrences is required.

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

(j) No Accrual

Engineer Officers who test positive in a Drug or Alcohol Test shall not accrue seniority for the time the Engineer Officer's license is held in abeyance and the seniority date shall be adjusted accordingly. All Engineer Officers on leave, except for those on leave associated with a positive drug or alcohol test, shall have the ability to bid while on leave.

(k) Reinstatement for Authorized Leaves Less than Forty-Six (46) Days

An Engineer Officer returning to full duty from an authorized leave of absence for less than forty-six (46) days will be reinstated to their former position which includes their shift, classification, and days off unless otherwise provided for by contract bidding requirements which occurred during the Engineer Officer's absence which would indicate and qualify the Engineer Officer for a different shift. When an Engineer Officer 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 Engineer Officer's doctor supporting the Engineer Officer'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 Engineer Officer may return to work and the Employer shall ensure that the Engineer Officer is returned to work as soon as practicable.

(l) Reinstate for Leaves Beyond Forty-Five (45) Days

When an Engineer Officer is absent from work for a period of more than forty-five (45) days for medical reasons, WSF shall require the Engineer Officer to have their doctor complete/sign the Job Analysis Form which included certification that the Engineer Officer meets the essential job functions before the Engineer Officer may return to work and the Engineer Officer 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 Engineer Officer's anticipated return date.

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

If the Engineer Officer is ready to return to work as expected, the Engineer Officer shall be returned to work within twenty-four (24) hours after WSF Human Resources receives the completed/signed Job Analysis Form, excluding weekends and holidays. For example, if WSF receives the completed/signed Job Analysis Form, which includes certification that the Engineer Officer meets the essential job functions, at noon on a Friday, the Engineer Officer would be entitled to return to work by noon on the following Monday. WSF's failure to return an Engineer

Officer to work within twenty-four (24) hours shall be subject to the parties' grievance procedure.

If an Engineer Officer is ready to return to work sooner than expected, WSF shall ensure that the Engineer Officer is returned to work as soon as practicable. WSF's failure to return the Engineer Officer to work as soon as practicable shall be subject to the parties' grievance procedure. An Engineer Officer returning to full duty from an authorized leave of absence for more than forty-five (45) days will be reinstated to their former position which includes their shift, classification, and days off unless otherwise provided for by contract bidding requirements which occurred during the Engineer Officer's absence which would indicate and qualify the Engineer Officer for a different shift.

(m) Timely Return from Layoff

Engineer Officers 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 Engineer Officer 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 Engineer Officer 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.

(n) Fit for Duty

WSF reserves the right to require any Engineer Officer who is on a medical Leave of Absence due to injury or illness to be assessed by the Medical Review Officer regarding the Engineer Officer's ability to perform the Essential Job Functions. If an Engineer Officer disagrees with the Medical Review Officer, they can be reviewed by a doctor of their choice, to assess if they can perform the essential functions of the job with or without an accommodation. Any disagreements will be resolved by a doctor mutually agreed to by the parties.(o) Extended Leave Without PayLeaves approved shall be compensated as approved and shall not be converted to LWOP without management approval.

(p) Nothing in this leave section overrides the Washington State Law Against Discrimination (WLAD) or the Americans with Disabilities Act (ADA).

(q) FMLA

Consistent with the federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto, an Engineer Officer who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FML in a twelve (12) month period for one or more of the following reasons:

1. 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.

2. Personal medical leave due to the employee's own health condition that requires the employee's absence from work.

3. To care for a spouse, son, daughter, or parent, who suffers from a serious health condition that requires on-site care or supervision by the employee.

4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

5. Military Caregiver leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

During a single twelve (12) month period during which Military Caregiver leave is taken, the employee may only take a combined total of twenty-six (26) weeks of leave for Military Caregiver Leave and leave taken for the other FML qualifying reasons.

The single twelve (12) month period to care for a covered service member or veteran begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FML leave.

Entitlement to FML leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or placement of the foster or adopted child.

The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as vacation leave, sick leave, exchange time, personal holidays, compensatory time off or shared leave.

The FML entitlement period will be a rolling twelve (12) month period measured forward from the date the employee begins FML. Each time an employee takes FML during the twelve (12) month period, the leave will be subtracted from twelve (12) work weeks of available leave.

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 FML. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums.

The Employer has the authority to designate absences that meet the criteria of the FMLA. The employee may use either accrued paid leave or leave without compensation when

taking leave for an FMLA qualifying event or purpose. 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 FMLA for that event.

The Employer may require certification from the employee's, family members, or the covered service member's health care provider for purposes of qualifying for FML.

Upon returning to work after the employee's own FML-qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care providers.

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

SECTION 21 - UNIFORMS

(a) Engineer Officers will be required to wear the standard uniform and safety toe footwear as described for Engineer Officers in the Washington State Ferries policy. During inclement weather, foul weather gear, such as a raincoat, parka, or overcoat can be worn over the uniform.

(b) The uniform will be worn when the Engineer Officer assumes their duties in the engine room. During normal routine running watches, when carrying passengers, the uniform will be worn. Work above the main deck while the vessel is in service will be done in uniform. Uniforms will be worn at all times when making routine rounds topside, pumping sewage, or visiting the galley. Engineer Officers will not be required to wear the uniform cap while on watch.

(c) When performing bilge work, engine overhaul, or when extremely dirty work is being done, coveralls may be worn over the uniform or in place of the uniform. White and khaki coveralls shall be made available through the agency's uniform purchasing program.

(d) Uniforms will be fire retardant.

(e) When necessary, uniform replacements will be provided to the Engineer Officer.

(f) Temporary Engineer Officers will be required to wear standard offshore khaki pants and shirt. Newly employed permanent Engineer Officers will be required to wear standard offshore khaki pants and shirt prior to receiving the standard Washington State uniform.

(g) Modifications to the uniform dress code will be mutually agreed to with the Union if said modifications affect the working conditions of Engineer Officers.

(h) The parties will reach consensus on a policy statement referring to conditions for wearing uniforms.

(i) Alternatives e event that the standard uniform options do not properly fit an Engineer Officer, the officer may alter or procure an alternative uniform that otherwise meets the agency requirements. The employer shall reimburse the Engineer Officer for such expenses up to the cost of the state-provided uniform.

(1) Employees who prefer to wear uniforms that are inherently fire retardant (e.g. nomex) may procure such alternative uniforms that otherwise meets the agency requirements. The employer shall reimburse the Engineer Officer up to the cost of the state-provided uniform.

(2) Accommodations for bona fide medical reasons shall be directed to the agency Human Resources department.

(j) During the term of this Agreement, the Employer agrees to reimburse Engineer Officers up to two hundred and twenty-five dollars ($225.00) for the purchases and/or accessories or repair of safety-toe footwear with either a steel or composite safety toe and in accordance with the applicable WSDOT and/or WSF policy.

(k) During the term of this Agreement, the Employer agrees to provide custom molded earplugs for Engineer Officers in accordance with applicable WSDOT policy.

(l) During the term of this Agreement, the Employer shall reimburse Engineer Officers up to two hundred dollars ($200) to offset the cost of prescription safety glasses in accordance with applicable WSDOT policy.

SECTION 22 - WORK STOPPAGES

Pursuant to RCW 47.64.011 and 47.64.140 there shall be no strikes, lockouts or work stoppages at any time. Rather, any dispute arising between the parties will be resolved according to the provisions contained within this Agreement or RCW Chapter 47.64. It is understood, however, that pursuant to RCW 47.64.011 (10), a refusal, in good faith, to work under conditions which pose an endangerment to the health and safety of ferry employees or the public, as determined by the master of the vessel, or the Chief Engineer in the absence of the master, shall not be considered a strike.

SECTION 23 - GRIEVANCE PROCEDURE

Section 23.1

(a) 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 Section provides a formal process for problem resolution.

(b) (1) WSDOT ferries division agrees to meet with MEBA representative(s) for two (2) hours every month to discuss pending grievances and other

outstanding issues. The meeting will take place at either the WSDOT ferries division office in the 2901 building, the MEBA Union Hall, or through another mutually agreed upon method i.e. location or virtual meeting place.

(2) The monthly meeting may be cancelled or skipped only by mutual agreement of the parties. Both parties hereby make a good faith commitment not to require that the meeting be convened if there are no grievances pending or other issues requiring discussion.

(3) Both parties agree to negotiate in good faith in an effort to resolve outstanding grievances and agree that their representatives at the monthly meetings will have the authority to settle outstanding grievances.

Section 23.2 - 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 Section 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 Subsection 23.3(a), below, will result in the automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this Grievance Procedure may be submitted to the arbitrator for their determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

(e) Contents

The written grievance should include the following information:

(1) A statement of the pertinent facts surrounding the nature of the grievance;
(2) The date the incident occurred;
(3) The specific Article and/or Section of the Agreement violated;
(4) The specific remedy requested;

(b) Processing

Step 1 – Director of Vessels or Designee

If the issue is not resolved informally, the Union may present a written grievance to the Director of Vessels or designee with a copy to the WSDOT Labor Relations Office at laborrelations@wsdot.wa.gov within the thirty (30) day period described above. The designee shall not be the same person that precipitated the grievance. The Director of Vessels or designee will meet or confer by telephone with a MEBA WSDOT ferries division Representative or other Union designee within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within ten (10) days after the meeting.

Step 2 – Ferries Division Assistant Secretary or Designee

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Ferries Division Assistant Secretary or designee, with a copy to the WSDOT Labor Relations Office at laborrelations@wsdot.wa.gov, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Ferries Division Assistant Secretary or designee will meet or confer by telephone with a MEBA WSDOT ferries division representative or other Union designee within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within ten (10) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings

If the grievance is not resolved at Step 2, 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 and Compensation Policy Section (LR&CP) representative at labor.relations@ofm.wa.gov with a copy to the WSDOT Labor Relations Section at laborrelations@wsdot.wa.gov within fifteen (15) days of the Union's receipt of the Step 2 decision. Within fifteen (15) days of the receipt of this information, the LR&CP representative or designee will discuss with the MEBA WSDOT ferries division Representative or other Union designee.

i. If a pre-arbitration review meeting will be scheduled with the LR&CP representative or designee, an agency representative, and the MEBA WSDOT ferries division Representative or other Union designee to review and attempt to settle the dispute.

ii. If the parties are unable to reach agreement to conduct a meeting, the LR&CP 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 LR&CP will notify the MEBA WSDOT ferries division Representative or other Union designee, in writing, of the meeting results within ten (10) days of the conclusion of the pre-arbitration review meeting.

Step 4 – Arbitration

If the grievance is not resolved at Step 3, or the LR&CP 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) within fifteen (15) days of the Union's receipt of the written notification of the results of the pre-arbitration review meeting or receipt of the notice that no pre-arbitration review meeting will be scheduled. However, by mutual agreement, the parties may instead refer the dispute to the Public Employment Relations Commission (PERC) for final resolution.

(c) Selecting an Arbitrator

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

(d) Authority of the Arbitrator

(1) The arbitrator will:

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

b. Be limited in his or her decision to the grievance 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 day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the arbitrator. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

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

(e) Arbitration Costs

(1) The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, 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 cost of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

If the grievance is not resolved at Step 3, or the LR&CP 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) within fifteen (15) days of the Union's receipt of the written notification of the results of the pre-arbitration review meeting or receipt of the notice that no pre-arbitration review meeting will be scheduled. However, by mutual agreement, the parties may instead refer the dispute to the Public Employment Relations Commission (PERC) for final resolution.

(c) Selecting an Arbitrator

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(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 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 day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the arbitrator. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

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

(e) Arbitration Costs

(1) The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, 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 cost 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 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.

Section 23.4 - Union Stewards

(a) The Union may elect or designate Union Stewards by classification within each department (who shall be recognized by the Employer). The Union Steward is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of the Employer with authority to settle such matters will meet with the Union Steward and work for the resolution of such matters. One (1) Union Steward who has participated in the informal procedure shall with prior approval attend grievance meetings scheduled by the Employer without loss of wages or benefits. If the Union expressly requests that a Steward attend a meeting the Employer will not unreasonably deny such a request. However, an employee acting as Steward shall not be compensated at more than their straight-time rate of pay while performing the duties of a Steward and shall not be compensated if performing the duties of a Steward on their scheduled day off.

(b) 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 them prior approval to engage in such activity.

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

Section 23.5 - Successor Clause

Grievances arising from events occurring during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

SECTION 24 - SEVERANCE PAY

(a) It is hereby agreed that any claims for severance payment to any Engineer Officer who may lose employment because of the abandonment of routes due to privatization, the construction of bridges or tubes (replacing the then-existing ferry 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.

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

SECTION 25 - MAINTENANCE AND CURE

(a) When an Engineer Officer of a vessel is entitled to daily maintenance it shall be at the rate of fifty dollars ($50.00) per day. The Employer recognizes the contractual right of the Union to intercede in case of dispute. In the event of a Jones Act judgment, the total amount paid by the Employer pursuant to this section shall be credited to mitigate any Jones Act judgment.

(b) In addition and separate from Subsection (a) above, for up to ninety (90) days, the Employer shall pay a wage supplement of sixty dollars ($60.00) per day which shall cease on the ninetieth (90th) day. In the event of a Jones Act judgment, the supplemental amount paid by the Employer shall be credited to mitigate any Jones Act judgment against WSF.

(c) Transportation to a hospital shall be furnished by the Employer if the Engineer Officer becomes ill or is injured on duty. Furthermore, return transportation to the Engineer Officer's vessel, temporary work site, or home shall be determined in consultation with the Engineer Officer and undertaken at the Employer's expense.

(d) The Employer agrees to notify the Union of all injuries to Engineer Officers when such injuries occurred while on duty.

(e) The Employer recognizes the right of the Union to intercede on questions which may arise under the application of this Section.

(f) Wages and maintenance and cure shall not be withheld merely because an Engineer Officer 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.

(g) 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 or from theft or unprovoked assault that occurs on the Employer's vessel

during the course of their work, in an amount not to exceed four hundred dollars ($400.00). Where a claim is based upon theft, the Employer may require evidence that the loss was not due to the Engineer Officer's own neglect. The Engineer Officer must provide the Employer with an itemized list including replacement value.

SECTION 26 - WELFARE

See Appendix A, Health Care Benefits

The Employer agrees to maintain participation in the MEBA Medical and Benefits Plan for Temporary Assistant Engineers. The Employer shall contribute sixty dollars ($60.00) per day for each day a Temporary Assistant Engineer works or is on vacation under this Agreement to the MEBA Medical and Benefits Plan, up to a maximum of eight hundred and forty dollars ($840.00) per month. During any month, once the Employer has contributed the maximum monthly amount on behalf of an individual Temporary Assistant Engineer and such employee continues to be on the Employer's payroll during the month, the Employer will deduct from the employee's pay, before taxes, sixty dollars ($60.00) (or portion thereof) per day medical contribution to be paid to the MEBA Medical and Benefits Plan. The Employer will notify the Temporary Assistant Engineer that the sixty dollars ($60.00) (or portion thereof) per day deduction must be made in accordance with this Agreement.

SECTION 27 - SICK LEAVE

*This Section has been mdofied by an MOU effective July 27, 2025.

(a) Full-time Engineer Officers shall receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service. Sick leave credit is cumulative. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth (90th) calendar day after the commencement of their employment.

(b) Sick leave credits may be used as soon as granted.

(c) Each Engineer Officer's sick leave credit days are canceled automatically upon termination of service. Terminating Engineer Officers 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. Accumulated sick leave credit days follow the Engineer Officer if the Engineer Officer is transferred to another State of Washington department.

(d) At the Engineer Officer's option, annual leave may be used in lieu of sick leave but sick leave may not be used as annual leave.

(e) Sick leave may be claimed from the accumulated days of credit for any Engineer Officer for illness or injury which incapacitates the Engineer Officer to the extent that the Engineer Officer is unable to perform their work.

(f) Sick leave up to seven (7) days in any one instance may be claimed as bereavement leave and taken for a death in the immediate family of an Engineer Officer, or for the loss of a pregnancy provided, however, that the Employer may extend such sick leave upon reasonable request.

(1) Family member means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

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

(3) Grandchild means a child of the employee's child.

(4) Grandparent means a parent of the employee's parent.

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

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

(g) All sick leave claims must be made by calling dispatch or a Port Engineer in advance if possible.

(h) No payments of wages chargeable to sick leave credits will be made unless the Engineer Officer has notified dispatch or a Port Engineer as described above, except in cases of emergency.

(i) For claims of more than seven (7) working days the Engineer Officer must secure a verifying statement from a medical provider to support the claim. This statement should be sent in as soon as possible after the period of absence is over.

(j) A verifying statement from a medical provider may be requested by the Employer at the Employer's option to support claims of more than three (3) working days per RCW 49.46.210.

(k) No sick leave claims will be honored for time loss for which the Engineer Officer is receiving State of Washington Industrial Insurance time loss payments (Workers'

Compensation) wage loss benefits under Maintenance and Cure, Section 25 or Welfare, Section 26.

(l) All accumulated sick leave shall be restored when a previously separated Engineer Officer is re-employed on a permanent basis consistent with applicable statute. It also may be transferred between State departments.

(m) Sick leave, annual leave, holiday compensation, and compensation time up to seven (7) days in any one (1) instance may be claimed and taken by an Engineer Officer after notification is made to the Engineer Officer's superior when a member of the Engineer Officer's immediate family, as defined in Subsection 27(f), is ill or injured.

(n) If at any time during the term of this Agreement, the Legislature of this State passes any legislation which would allow any group of state employees to cash out or otherwise receive compensation for accumulated sick leave upon retirement, such legislative provision shall immediately become a part of this Agreement and fully applicable to all Engineer Officers covered by this Agreement.

(o) Sick leave may be claimed for preventive health care provided such care cannot be reasonably scheduled during non-work time and the Engineer Officer notifies their supervisor in advance of such appointment.

(p) Each January, Engineer Officers 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:

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

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

3. 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 Engineer Officer's sick leave balance.

   If at any time during the term of this Agreement, the Legislature of this State passes legislation which modifies RCW 41.04.340 increasing the rate of compensable hours for each full day of sick leave, such provision shall immediately become part of this Agreement and fully applicable to all engine room employees.

(q) At the Engineer Officer's option, they may use any combination of sick leave, holiday compensatory time, compensatory time, or vacation leave as a supplemental benefit while receiving a partial wage replacement for Paid Family

and/or Medical Leave (PFML) under the Washington State Paid Family and Medical Leave Insurance Program, Title 50A RCW. The Employer may require verification that the Engineer Officer has been approved to receive benefits for Paid Family and/or Medical Leave (PFML) under Title 50A RCW before approving sick leave as a supplemental benefit. If the need for leave is foreseeable the Engineer Officer must provide thirty (30) days advance notice to the Employer. If the need for leave is unforeseeable the Engineer officer will provide the Employer with notice as soon as is reasonable and practical.

(r) Sick leave may be claimed to allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

SECTION 28 - JURY DUTY

Engineer Officer Working A Day Shift
No Engineer Officer shall be required to report for work on any day that they are called for jury duty nor shall any Engineer Officer be required to report for work on any day during which they have been on jury duty. When an Engineer Officer receives a summons to report for or to call-in for jury duty, the Engineer Officer will immediately notify dispatch. During the week the Engineer Officer is to call in or report for jury duty, the Engineer Officer shall call dispatch on a daily basis to advise of their availability to work the following day. Each Engineer Officer required to report for jury duty on a regular working day whether actually impaneled on a jury or not shall be paid regular shift straight-time wages for each such day; no payment shall be made for jury duty on an Engineer Officer's assigned days off. The Engineer Officer must provide official court documentation that they appeared before the court for jury duty.

Engineer Officer Working A Night Shift
No Engineer Officer shall be required to report for work on any day that they are called for jury duty nor shall any Engineer Officer be required to report for work on any day during which they have been on jury duty. When an Engineer Officer receives a summons to report for or to call-in for jury duty, the Engineer Officer will immediately notify dispatch. Dispatch will arrange coverage for that Engineer Officer's night shift. The Engineer Officer will then have to choose one of two (2) options:

1. The Engineer Officer can take either vacation leave or compensatory leave for those shifts. If the Engineer Officer actually reports to the court for jury duty, the Engineer Officer will not have to use vacation leave or compensatory leave. The Engineer Officer must provide official court documentation that they appeared before the court for jury duty.

2. If the Engineer Officer does not want to use vacation or compensatory leave, the Engineer Officer will report to their assigned vessel as scheduled. If the Engineer Officer calls in to the court and finds out that they have to report for jury duty, the Engineer Officer will be excused for the days they have jury duty. For the Engineer Officers that report to work and have to leave or turn around to report for jury duty

Each Engineer Officer required to report for jury duty on a regular working day whether actually impaneled on a jury or not shall be paid regular shift straight-time wages for each such day; no payment shall be made for jury duty on an Engineer Officer's assigned days off.

SECTION 29 - EDUCATION

(a) Upon written request and the approval of the Employer, whenever an Engineer Officer listed on a seniority roster attends any class, seminar, course, school, or otherwise increases their qualifications as an Engineer Officer or higher-grade Engineer Officer in any manner which pertains to the operations of the Employer, the Employer shall pay all of such Engineer Officer's tuition costs and shall extend and pay the Engineer Officer's wages for up to one hundred and sixty (160) hours of leave reimbursement per calendar year in each instance upon successful completion for required relief time. The one hundred sixty (160) hours can be claimed consecutively or in multiple training occurrences. These benefits are provided on condition that:

(1) All training must be pre-approved by the Port Engineer who will review budget, relief availability and applicability of training proposed.

(2) All current on call and bump up practices remain unchanged.

(3) Qualified Temporary Assistant Engineers are available from the MEBA Hall.

(4) Training opportunities are to be evenly divided between licensed and un-licensed.

(b) All Engine Room Officers shall be provided with leave reimbursement for STCW training including periodic refresher training in the same manner as currently provided to employees assigned to SOLAS vessels. This includes a two (2) week CMES Firefighting /Hazmat course. Leave reimbursement is provided on the basis that the conditions in Subsections 29 (a)(1), 29 (a)(2) and 29 (a)(3) are met.

(c) It is agreed that the Employer will participate in the educational program of the Marine Engineers Beneficial Association. For this purpose, effective July 1, 2021 the Employer will agree to pay to the MEBA Training Plan three dollars ($3.00) per day per person. In addition, the Employer will contribute to the MEBA Training Plan at least seventy three thousand dollars ($73,000) per fiscal year for the purchase of "seats" in the Calhoon School, which will be useable by any bargaining unit member, including but not limited to non-members of and non-applicants to MEBA. Such training shall be subject to the provisions of this Section excepting tuition costs.

(d) (1) Training offered by the Employer that is mandatory in nature because it satisfies regulatory or safety related requirements is to be paid at the overtime rates when an Engineer Officer attends a course on a regularly scheduled day off.

(2) Voluntary training which is approved by a Port Engineer is defined as attending a training course on a voluntary basis either:

a. When on scheduled work days being relieved from assigned duties and compensated at twelve (12) hours straight-time wages with mileage if applicable, or

b. If attending on scheduled days off, receiving straight-time wages with travel time and mileage for attendance.

(e) (1) The Employer shall reimburse the Engineer Officer for the cost of all license and document renewals required by any regulatory agency, and upgrades that will place the Engineer Officer on the Chief Engineer Promotion List, up to a maximum of three hundred and fifty dollars ($350.00) during the term of this Agreement, including USCG License, Merchant Mariner Credentials (MMC), and the Officer's Transportation Workers Identification Card (TWIC).

An additional five (5) days of leave reimbursement shall be allowed while an Engineer Officer is writing their examination. The Engineer Officer must verify the actual number of days they are at the exam center.

(2) The document renewal process will begin early enough to allow sufficient time for USCG review and processing of all required forms.

(3) The Engineer Officer will demonstrate timeliness by submitting the renewal application at least four (4) months prior to their current Merchant Mariner Credential (MMC) or Medical Certificate (MC) expiration date.

Six (6) months prior to expiration of the MMC and MC, the Employer will send an automated reminder to Engineer Officers at their WSF email address, informing them of their documents expiring.

At least six (6) months in advance of their current MMC or MC expiring the employer shall provide to the Engineer Officer all relevant documentation via their WSF email address.

If the Engineer Officer fails to receive all relevant documents at least six (6) months in advance, the employee must notify WSF immediately but no later than at least 4 months prior to the expiration. Any Engineer Officer who fails to submit the renewal application at least four (4) months prior to their current MMC or MC expiration date, and their MMC or MC expires, shall be off work without pay until they receive their new documents and shall be returned to work as soon as practicable. While on leave without pay the Engineer Officer may only use eight (8) hours of paid compensatory leave

per month to maintain health benefits. The Engineer Officer is required to provide an NMC application identification number upon request WSF.

If the Engineer Officer's documentation expires as a result of the employer's failure to provide documentation at least six months prior to expiration and after the Engineer Officer's request at 4 months prior to their MMC or MC expiring, the employer shall extend guaranteed time until their MMC or MC is renewed.

(4) On a case by case basis, accommodations will be considered during the document waiting period without prejudice to tenure or job classification.

(5) The parties acknowledge the Employer's constraints in accommodating employees.

(6) Any such accommodation granted to an Engineer Officer will be immediately discontinued upon receipt of the renewal document(s).

(f) Engineer Officers who wish to be considered for attendance in training courses on a voluntary basis may submit a letter of interest to the Engine Training office. Participation in voluntary training will not affect cycle time. Engineer Officers who choose not to attend training classes on a voluntary basis will not be discriminated against.

(g) The Employer will provide letters of sea service or discharge to the Engineer Officer no more than fourteen (14) calendar days after a request has been made.

SECTION 30 – MANAGEMENT CLAUSE

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but not limited to, the right to:

(a) Determine the Employer's mission and strategic plans;

(b) Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

(c) Direct and supervise employees;

(d) And all other rights to manage and operate the Ferries Division in an effective, efficient, safe, and fiscally prudent manner within the Ferries Division fiscal budget.

(e) The Union reserves the right to intercede on behalf of any Engineer Officers who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Section 23.

(f) The existence of this clause shall not preclude the resolution of any such grievance on its merits.

SECTION 31 - SAVINGS AND SEPARABILITY

If any Section of this Agreement or any addenda thereto should be rendered invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any Section should be restrained by such tribunal, the remainder of this Agreement and any Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Section.

SECTION 32 - TERMINATION

Except where otherwise provided, this Agreement is effective July 1, 2025, and shall continue in effect until June 30, 2027.

SECTION 33 - SAFETY/FIRE FIGHTING

33.1 MEBA agrees that WSF may implement the provisions of its respiratory protection program of November 7, 2001, related to firefighting and the wearing of SCBAs with the following adjustments/clarifications:

a. Chief Engineers are exempt, except Vacation Relief Chief Engineers.

b. Vacation Relief Assistant Engineers and Temporary Relief Engineers dispatched from the MEBA Hall will be fire qualified.

c. At least two classifications in every engine department crew will be fire qualified. Distribution of fire qualified and exempt shall be as follows:

<u>Jumbo Mk II and Mk I</u>
1. CE is exempt
2. AE and Oiler fire qualified
3. Wiper exempt.

<u>Olympic and Super</u>
1. CE is exempt
2. AE is exempt provided that:

    a. Wiper is converted to Oiler.

    b. One (1) Oiler must have AE license and be qualified to serve as AE.

    c. Both Oilers are fire qualified.

d. If an assigned Assistant Engineer desires to request an exemption as listed in (c) of this Section, the following shall be done:

1. The AE must notify the CE at the beginning of the watch.

2. The CE shall ensure that the requirements as listed in (c) of this Section are met prior to the watch relief.

3. The CE shall re-assign the Oiler #2 that holds an AE license and is qualified (i.e. broken in on vessel) to the position of AE for the purpose of firefighting and the AE shall assume the duties of the Oiler #2 for the purpose of firefighting.

4. When a watch re-assignment has been made, the CE shall log this swap in the log book and notify the vessel Master.

5. The AE must request this exemption for each watch desired and the CE is responsible for ensuring the requirements as listed in (c) of this section are met for each requested time period.

Issaquah
1. CE is exempt.
2. AE and Oiler are fire qualified.

Evergreen State
1. CE is exempt provided that:

   a. Wiper to be converted to Oiler.
   b. Both Oilers to be fire qualified.

Kwa-di Tabil Class (CHETZEMOKA, SALISH, KENNEWICK)
1. CE is exempt provided that:

   a. Wiper to be converted to Oiler.
   b. Both Oilers to be fire qualified.

33.2 All watches on each class must have same exemptions and fire qualifications.

33.3 WSF will provide to the selected beneficiary of any engine room employee killed in the course of fighting a fire related to their employment, a death benefit consisting of any death benefit provided under RCW 51.32.050, plus one year severance pay.

33.4 If technological advances permit the wearing of beards while fighting fires, WSF will meet with MEBA to negotiate to provide these advances and permit beards. If regulatory changes permit the wearing of beards while fighting fires, WSF will also meet with MEBA to negotiate for WSF to permit beards.

33.5 The parties will meet to negotiate requested disability accommodation requests on a case-by-case basis.

SECTION 34 - CONTRACT PUBLICATION

This Agreement will be included in a single bound, printed booklet with the other MEBA/WSF Agreement. The booklet's format will be similar to that presently used by the State of Alaska and MEBA, including dimensions of 5.25" X 8.25" and a cover page bearing accurate names of the parties and similar-sizes Employer and Union logos side-by-side. The booklet will be printed by a unionized printer in the State of Washington, and the appropriate Union "bug" will also appear on the cover page. The parties will split the costs of printing three hundred and fifty (350) copies of the booklet. Fifty (50) copies will be given to the Employer; the balance will be given to the Union. The Union will provide a copy of the booklet to every member of the bargaining unit, through its representatives or stewards, or the mail, as appropriate. The parties will work together to ensure that the booklets are available for distribution within sixty (60) days after ratification.

SECTION 35 - DRUG AND ALCOHOL-FREE WORKPLACE

(A) The employees agree to operate in compliance with the employer's Drug and Alcohol-Free Workplace policy. Non-compliance may be grounds for discipline. Changes to the policy will be bargained with the Union, as needed to ensure a continued safe and healthy work environment.

(B) If an employee has an alcohol test result of .02% or greater but less than .04%, the employee will be sent home without pay for the remainder of that day. The employee may return to work in accordance with WSDOT/WSF Drug and Alcohol-Free Workplace Policy.

(C) The Union reserves the right to object and demand to bargain over WSF's reporting to the USCG alcohol test results of .02% or greater but less than .04%.

(D) MEBA has not waived any rights to file grievances on behalf of its members or to bargain the reporting requirements during any future negotiations.

(E) The title of the agreement the employee signs before their return to work will be titled "Return to Work Agreement".

(F) The employee must successfully complete the recommended rehabilitation and any alleged failure to comply with the recommended rehabilitation program shall be subject to the grievance/arbitration provision in the parties' CBA. At arbitration, the only issue for the arbitrator shall be whether the employee failed to comply with the recommended rehabilitation program. If the arbitrator determines that the employee failed to comply with the recommended rehabilitation program, the arbitrator shall deny the grievance and shall have no authority to mitigate the discipline or discharge.

(G) Before and after any disciplinary suspension for positive substance abuse results, the employee may use their accrued leave or comp time while going through the rehabilitation program.

(H) The Union has not waived its right to grieve any discipline imposed for an alleged violation of the WDOT/WSF Drug and Alcohol-Free Workplace policy.

(I) WSF shall pay for the cost of any pre-employment, random, reasonable cause/suspicion and split sample testing.

SECTION 36 - DEFINITIONS

Specific Definition

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

1. Agreement
   The term "Agreement" shall refer to the present contract, of which this paragraph is a part, as it presently exists between the State of Washington State Department of Transportation and the Union.

2. Engineer Officer
   The term "Engineer Officer" includes all persons in the service of the Employer classified in this Agreement.

3. Employer
   The term "Employer" means the State of Washington.

4. Union
   The term "Union" means DISTRICT No. 1 – PCD, MARINE ENGINEERS' BENEFICIAL ASSOCIATION (AFL-CIO).

5. Parties
   The term "parties" means the Employer and the Union.

6. Termination
   The term "termination" shall be the ending of an Engineer Officer's employment with the Employer.

7. Inclement
   The term "inclement" shall be those weather conditions which are sufficiently uncomfortable that the affected Engineer Officer feels the need, consistent with the established uniform policy, to wear additional clothing or foul weather gear.

8. Demotion
   "Demotion" is the act of reducing an Engineer Officer in rank from their present classification or pay rate to a lower classification or pay rate.

9. Promotion
   "Promotion" is the act of raising an Engineer Officer in rank from their present classification or pay rate to a higher classification or pay rate.

10. Temporary Position or Temporary Assignment
The term "temporary position" or "temporary assignment" is any position and/or assignment which is not defined as a permanent position or assignment. Upon completion of a temporary assignment, Engineer Officers will return to their previously assigned positions.

11. Vacation Relief Engineer
The term "Vacation Relief" refers to a Vacation Relief Engineer, Vacation Relief Engineer Officer, Vacation Relief Chief Engineer and Vacation Relief Assistant Engineer, who are assigned to fill schedule vacation and/or scheduled compensatory time, extended leave, and other types of absences in an Engineer Officer's position.

12. Work Week
The term "work week" shall normally be seven (7) consecutive days.

13. Lay Up
The term "lay up" shall mean any vessel not on an assigned route or designated as an extra service vessel, and shall not include spare vessels.

14. 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.

15. Two (2) Week Work Schedule
The term "two (2) week work schedule" is fourteen (14) consecutive calendar days in which an Engineer Officer is scheduled to work a week on and a week off.

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

17. Continuous Employment
"Continuous employment" shall be broken by resignation, discharge, termination or written notice of layoff.

18. Initial Vacancy
An "initial vacancy" is created when a position becomes open due to separation, promotion, retirement, termination, or when crewing new vessels.

19. Spare Vessels
Vessels that are not assigned to a route and are not in a maintenance status (often referred to as "hot standby" or "service relief").

20. Crewing

The term “crewing” is synonymous with the term “manning” which is used by the U.S. Coast Guard CFR language for the crewing of a vessel and its usage in this agreement is to reflect gender neutrality.

21. Cycle Time

The term “cycle time” refers to the recording of hours to account for scheduled deviation in the length of watches due to a vessel’s operational schedule. Vessel schedules do not always permit a twenty- four (24) hour day to be divided evenly into twelve (12) hour watches thereby causing employees to alternate between an equal number of short and long watches. Cycling occurs when a permanent employee working long and short watches over an eight (8) week, three hundred twenty (320) hour cycle period. The scheduled long watches of twelve and one half (12 ½) hours or less are offset by the short watches to equal three hundred and twenty (320) hours over the eight (8) week cycle period. Cycle time does not include any overtime otherwise recorded on a weekly timesheet.

22. Other Definitions and Terms

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

APPENDIX A
HEALTH CARE BENEFITS

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

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

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

C. Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);

2. Use clinical evidence; and

3. Be the decision of the PEBB.

C. Article A.1 (B) and (C) will expire June 30, 2027.

A.2 The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

A.3 Wellness

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

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

PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

A.5 Flexible Spending Arrangement

A. During January 2026 and again in January 2027, the Employer will make available three hundred dollars ($300.00) in a Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection B.5 B below.

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

1. Is occupying a position that has an annual full-time equivalent base salary of sixty-eight thousand and four dollars ($68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

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

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

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

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

D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

SCHEDULE A

	SCHEDULE A	ANACORTES	BREMERTON	MUKILTEO	CLINTON	EDMONDS	KINGSTON	FAUNTLEROY	VASHON	SOUTHWORTH	PT DEFIANCE	TAHLEQUAH	PIER 52	WINSLOW	PT TOWNSEND	COUPEVILLE	AKWA
ANACORTES	*Time*		2:45	1:30	1:30	1:45	2:15	2:15	2:30	2:45	3:15	3:00	1:45	2:15	1:30	1:00	2:45
	Miles		87	69	63	70	70	95	95	95	110	110	87	87	39	39	120
BREMERTON	*Time*	2:45		1:45	2:00	1:15	:45	1:00	:45	:30	1:30	1:15	1:00	:45	1:30	2:00	2:00
	Miles	87		32	32	28	28	18	18	18	33	33	0	32	48	48	33
MUKILTEO	*Time*	1:30	1:45		:15	:30	1:00	1:15	1:30	1:45	2:15	2:00	:45	1:15	1:15	:45	1:45
	Miles	69	32		0	14	14	40	40	40	55	55	32	32	26	26	65
CLINTON	*Time*	1:30	2:00	:15		:45	1:15	1:30	1:45	2:00	2:30	2:15	1:00	1:30	1:00	:30	2:00
	Miles	63	32	0		14	14	40	40	40	55	55	32	32	26	26	65
EDMONDS	*Time*	1:45	1:15	:30	:45		:30	1:00	1:15	1:30	2:00	1:45	:30	1:00	1:45	1:15	1:30
	Miles	70	28	14	14		0	26	26	26	41	41	18	18	37	40	51
KINGSTON	*Time*	2:15	:45	1:00	1:15	:30		1:30	1:15	1:00	2:00	1:45	1:00	:30	1:15	1:45	2:00
	Miles	70	28	14	14	0		26	41	41	56	56	18	18	37	37	51
FAUNTLEROY	*Time*	2:15	1:00	1:15	1:30	1:00	1:30		:15	:30	1:00	:45	:30	1:00	2:30	2:00	1:15
	Miles	95	18	40	40	26	26		0	0	15	15	8	8	51	66	29
VASHON	*Time*	2:30	:45	1:30	1:45	1:15	1:15	:15		:15	:45	:30	:45	1:15	2:15	2:15	1:30
	Miles	95	18	40	40	26	41	0		0	15	15	8	8	61	66	29
SOUTHWORTH	*Time*	2:45	:30	1:45	2:00	1:30	1:00	:30	:15		1:00	:45	1:00	1:30	2:00	2:30	1:45
	Miles	95	18	40	40	26	41	0	0		15	15	8	8	61	61	29
PT DEFIANCE	*Time*	3:15	1:30	2:15	2:30	2:00	2:00	1:00	:45	1:00		:15	1:30	2:00	3:00	3:00	:30
	Miles	110	33	55	55	41	56	15	15	15		0	23	23	76	81	10
TAHLEQUAH	*Time*	3:00	1:15	2:00	2:15	1:45	1:45	:45	:30	:45	:15		1:15	1:45	2:45	2:45	:45
	Miles	110	33	55	55	41	56	15	15	15	0		23	23	76	81	10
PIER 52	*Time*	1:45	1:00	:45	1:00	:30	1:00	:30	:45	1:00	1:30	1:15		:30	2:00	1:30	1:00
	Miles	87	0	32	32	18	18	8	8	8	23	23		0	43	58	33
WINSLOW	*Time*	2:15	:45	1:15	1:30	1:00	:30	1:00	1:15	1:30	2:00	1:45	:30		1:30	2:00	1:30
	Miles	87	32	32	32	18	18	8	8	8	23	23	0		43	43	33
PT TOWNSEND	*Time*	1:30	1:30	1:15	1:00	1:45	1:15	2:30	2:15	2:00	3:00	2:45	2:00	1:30		:30	3:00
	Miles	39	48	26	26	37	37	51	61	61	76	76	43	43		0	76
COUPEVILLE	*Time*	1:00	2:00	:45	:30	1:15	1:45	2:00	2:15	2:30	3:00	2:45	1:30	2:00	:30		2:30
	Miles	39	48	26	26	40	37	66	66	61	81	81	58	43	0		91
AKWA	*Time*	2:00	2:00	1:45	2:00	1:30	2:00	1:15	1:30	1:45	:30	:45	1:00	1:30	3:00	2:30	
	Miles	120	33	65	65	51	51	28	29	29	10	10	33	33	76	91	

A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES, LABOR RELATIONS SECTION
AND
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES DIVISION
AND DISTRICT NO. 1 MARINE ENGINEERS' BENEFICIAL ASSOCIATION LICENSED

Data Sharing Agreement

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the District No. 1 Marine Engineers' Beneficial Association (MEBA) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the MEBA which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement (DSA).

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are required by law, under RCW 39.26.340 and RCW 39.34.240 when an agency shares category 3 or higher data, that a written DSA be in place. Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an agency shares category 3 or higher data outside of their agency, a written agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary deductions reporting and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide. (3) Category 3 – Confidential Information

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

a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.

b. Information about public employees as defined in RCW 42.56.250.

c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).

d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) Category 4 – Confidential Information Requiring Special Handling. Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

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

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

(1) The data that will be shared.
(2) The specific authority for sharing the data.
(3) The classification of the data shared.
(4) Access methods for the shared data.
(5) Authorized users and operations permitted.
(6) Protection of the data in transport and at rest.
(7) Storage and disposal of data no longer required.
(8) Backup requirements for the data if applicable.
(9) Other applicable data handling requirements.

The provisions contained in this MOU become effective on July 1, 2025. This MOU shall expire June 30, 2027.

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

For the Employer	For the Union
/s/ Date 10/31/2024	/s/ Date 11/13/2024
Abbie Hart, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Eric Winge, Labor Negotiator MEBA

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

Medical Flexible Spending Arrangement Work Group

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

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

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.

2. Exploring the option of sharing a list of all eligible employees who did not use the three hundred fifty dollar ($300) benefit for the previous calendar year.

3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.

4. Reviewing existing communications provided to new employees about the FSA benefit.

5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.

6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.

7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, 2027.

TENTATIVE AGREEMENT REACHED

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

For the Employer	Date	For the Healthcare Coalition	Date
/s/	8/21/2024	/s/	8/22/2024
Janetta Sheehan, Sr. Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section		Kurt Spiegel, Executive Director WFSE	
		/s/	8/22/2024
		Jane Hopkins, President SEIU 1199NW	

C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DISTRICT NO. 1 MARINE ENGINEERS' BENEFICIAL ASSOCIATION – LICENSED, UNLICENSED, AND PORT ENGINEERS
AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES DIVISION
AND
STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES, LABOR RELATIONS SECTION

MOU SCHEDULE IMPROVEMENTS

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment. Providing options to Employees to have a better work-life balance will help reduce crew fatigue and aid in recruitment and retention.

During the term of this agreement, the parties agree to work on the following pilot programs:

Watch Swap Proposal- This program will allow Engineer Officers to voluntarily swap watches with someone working the opposite work week on a temporary basis.

Mixed All Days All Nights- This program will allow Engineer Officers to maintain their 7-days on, 7-days off schedule but do two consecutive day shifts followed by two consecutive night shifts.

Working Two Weeks On, Two Weeks Off- This program will allow Engineer Officers to work 14-days on, 14-days off schedule.

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

For the Employer	For the Union
/s/ Date 11/13/2024	/s/ Date 11/13/2024
Abbie Hart, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Eric Winge, Labor Negotiator MEBA

D. MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT NO. 1 MARINE ENGINEERS' BENEFICIAL ASSOCIATION
AND
STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES, LABOR RELATIONS SECTION
AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES DIVISION

Standard Dress & Uniform

District NO. 1 Marine Engineers' Beneficial Association (MEBA), the Washington State Department of Transportation, Ferries Division (WSF/DOT), and the State of Washington, Office of Financial Management, State Human Resources, Labor Relations Section (OFM/SHR/LRS) mutually agree to the following:

WSF and MEBA are committed to working collaboratively to improve the standard dress & uniform requirements for the Engine Room. To that end, the WSF will engage with MEBA to develop a committee to assess the policy and uniform design specific to the Engine Room.

This MOU will expire on June 30, 2027.

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

For the Employer	For the Union
/s/ Date 9/30/2024	/s/ Date 9/30/2024
Abbie Hart, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Eric Winge, Labor Negotiator MEBA

E. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND DISTRICT NO. 1 MARINE ENGINEERS' BENEFICIAL ASSOCIATION – LICENSED

Sick Leave Use

Due to the passage of Engrossed Substitute House Bill 1875 amending RCW 49.46.210, which expands the purposes for which an employee may use sick leave, the parties agree to modify Section 27 – Sick Leave by adding a new subsection as follows:

(r). Sick leave may be claimed to allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

This MOU shall be effective July 27, 2025 through June 30, 2027.

Dated: May 28, 2025

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

For the Employer	For the Union
/s/ Date 5/28/25	/s/ Date 5/29/25
Rachel Barckley-Miller, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Eric Winge, Labor Negotiator MEBA

F. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DISTRICT NO. 1
MARINE ENGINEERS' BENEFICIAL ASSOCIATION – LICENSED & UNLICENSED

Redirection

This Memorandum of Understanding (MOU) is by and between the State of Washington, Office of Financial Management, State Human Resources, Labor Relations Section (OFM/SHR/LRS), the Washington State Department of Transportation Ferries Division (WSF/DOT) and District No. 1 Marine Engineers' Beneficial Association (MEBA). The intention of this MOU is to clarify the redirection process for permanently assigned Engineer Officers and Engine Room Employees on vessels that are out of service to fill critical Certificate of Inspection (COI) vacancies on vessels in service that are in danger of not sailing due to vacant Engine Crew positions.

The parties mutually agree to the following:

1. All temporary Engineer Officer vacancies shall be filled pursuant to Section 2.1 of the Licensed CBA, and temporary Unlicensed Employee vacancies shall be filled pursuant to Rule 10, Rule 11.08, and Rule 12 of the Unlicensed CBA, when possible. If that is not possible, redirection applies if a vessel in service has a critical Engine Crew Vacancy.

2. Redirection occurs when a WSF engine room employee voluntarily accepts a single watch temporary assignment when an in-service vessel is in danger of being removed from service for crewing levels below the minimum required by the COI.

3. The redirection process applies to permanently assigned Chief Engineers, Assistant Engineers, and Oilers. In the event there is a permanently assigned wiper, redirection could apply to a permanently assigned Wiper. Redirection does NOT apply to Vacation Relief Chief Engineers, Vacation Relief Assistant Engineers, Vacation Relief Oilers, On Call Oilers or On Call Wipers.

4. If all provisions of the contract have been exhausted and the position remains vacant, Dispatch will call permanent crew members for redirection. When redirection occurs, the Employer will notify the Union within five (5) business days.

5. Redirection is voluntary for employees.

6. In the event that multiple employees are available for redirection, Dispatch will sequence offers in optimal order to prioritize WSF service, safety and supervision.

7. WSF Management retains the right to assign employees to temporary assignments pursuant to current contract language.

8. **Redirection While on Watch.** An employee that is redirected by dispatch while the employee is on watch shall receive the applicable Vacation Relief rate of pay, and (i) Travel Time & Mileage they were already entitled to for travel already performed, (ii) Mileage to their temporary assignment after being redirected, and (iii) for Travel Time & Mileage from their redirected assignment to their homeport at the end of their watch.

9. **Redirection Prior To Watch.** An employee that is redirected by dispatch prior to their watch shall be entitled to one of the following two options:

   a. The employee shall receive the applicable Vacation Relief rate of pay for the entire watch and Mileage to and from the employee's homeport to the redirected assignment, or

   b. The employee shall receive Travel Time & Mileage to and from the employee's homeport to the redirected assignment, regardless of actual travel performed.

10. If an employee is redirected while traveling to their permanent watch or while on board their permanent vessel prior to watch, they shall have the option of one of the options available in Sections 8, 9(a) or 9(b).

This MOU will expire on June 30, 2027.

Dated: July 25, 2025

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

For the Employer	For the Union
/s/	/s/
Rachel Barckley-Miller, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Eric Winge, Union Representative M.E.B.A.

G. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
MARINE ENGINEERS' BENEFICIAL ASSOCIATION:
UNLICENSED, LICENSED & PORT ENGINEERS

Leave with Pay in Response to Emergency Proclamation 25-07

On December 10, 2025, Governor Bob Ferguson issued emergency Proclamation 25-07 declaring a state of emergency exists in all areas of the State of Washington. All state agencies have been directed to utilize state resources to respond to and recover from the extreme weather event. Because this event has caused employees to experience extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss throughout Washington State, the parties enter into this agreement for the purpose of assisting state employees who have been directly impacted by this emergency.

Beginning December 10, 2025, the following shall apply:

The Employer may temporarily grant up to twenty-four (24) hours of leave with pay to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss. Employers may require verification of the use of leave with pay.

If twenty-four (24) hours of leave with pay are approved, an employee is not required to use the twenty-four (24) hours of leave with pay consecutively, and it does not need to be taken in full day increments.

This MOU will expire when the emergency proclamation 25-07 has been rescinded or when the emergency rule is rescinded, whichever is first.

Dated: December 23, 2025

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

For the Employer	For the Union
/s/	/s/
Rachel Barckley-Miller, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Eric Winge MEBA/WSF Representative

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 2025.

For the District No. 1-PCD, Marine Engineers' Beneficial Association (AFL-CIO), Licensed:

/s/
Eric Winge
MEBA, Lead Negotiator

/s/
Roland Rexha
MEBA, Secretary-Treasurer

For the State of Washington:

/s/
Bob Ferguson
Governor

/s/
Gina Comeau, Section Chief
OFM/SHR, Labor Relations and Compensation Policy Section

/s/
Abbie Hart, Lead Negotiator
OFM/SHR, Labor Relations and Compensation Policy Section

MEBA Licensed 2025-2027 Member Signature Page

/s/
Scott Maddox
Negotiating Committee Chair

/s/
Brent Handy
Negotiating Committee Member

/s/
Chris Schneider
Negotiating Committee Chair

/s/
Lucas Johnson
Negotiating Committee Member

/s/
Cameron Ruth
Negotiating Committee Member