
COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

**INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS
LICENSED DECK OFFICERS**

EFFECTIVE

JULY 1, 2011 THROUGH JUNE 30, 2013



2011-2013

**MASTERS, MATES & PILOTS
2011-2013**

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PREAMBLE

The terms and provisions herein contained constitute an Agreement by and between the State of Washington (hereinafter referred to as the “EMPLOYER”), and the International Organization Of Masters, Mates And Pilots, Pacific Maritime Region, United Inland Group, (hereinafter referred to as the “UNION”), which Agreement governs wages, hours, and various other conditions of employment on the property and vessels of the Employer as hereinafter provided.

RULE 1 - SCOPE AND INTERPRETATION

1.01 Scope of Agreement

The terms and provisions of this Agreement shall govern the Union, the Employer and all Deck Officers who are employed at the Department of Transportation's Washington State Ferries (WSF) and shall apply to all vessels of the WSF, whether now owned or hereafter acquired, and which are engaged in Puget Sound and connecting inland waters, on the Straits of Juan De Fuca, to the San Juan Islands, or to the ports of British Columbia.

1.02 Intent of the Parties

The terms and provisions herein contained constitute an entire contract which is fully integrated with respect to each of its terms and provisions.

1.03 Good Faith Performance

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

RULE 2 - DEFINITIONS

2.01 Specific Definitions

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

2.01.01 Agreement

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

2.01.02 All Route Pilotage

The term "All Route Pilotage" is used to indicate that a Licensed Deck Officer possesses a United States Coast Guard pilotage endorsement on the Deck Officer's license for the number of routes pilotage required by the terms of this Agreement in effect at the time the Deck Officer in question was, or is, promoted to the Deck Officer's present classification.

2.01.03 Anniversary Date

The term "Anniversary Date" shall occur annually on the month and day that the Deck Officer first became employed by the Employer in any capacity.

- 2.01.04 Break-In**
The term “Break-In” is the procedure, if any, by which the Employer uniformly requires all Deck Officers in a particular classification to obtain additional local knowledge of a route or routes operated by the WSF, and of the vessel or vessels assigned to such route or routes.
- 2.01.05 Chief Mate**
The term “Chief Mate” refers to the Mate, senior in authority, assigned to a vessel which is manned by two (2) or more Mates.
- 2.01.06 Demotion**
The term “Demotion” is the act of reducing a Deck Officer in rank from the Deck Officer’s present classification or pay rate to a lower classification or pay rate.
- 2.01.07 Detention Time**
The term “Detention Time” refers to the elapsed time from the point in time at which a Deck Officer is relieved from duty, other than at the Deck Officer’s terminal of commencement, to the point in time of arrival at the Deck Officer’s home terminal for a regular relief, vacation relief, and extra relief Deck Officer, and to the Deck Officer’s terminal of commencement for a regular Deck Officer.
- 2.01.08 Spouse**
The term “Spouse” means all persons such as a wife, husband, or registered domestic partner as established by RCW 26.60.030.
- 2.01.09 Employee**
The term “Employee” includes all persons in the service of the Employer.
- 2.01.10 Employer**
The term “Employer” means the State of Washington.
- 2.01.11 Extended Temporary Position**
The term “Extended Temporary Position” or “Extended Temporary Assignment” refers to a position which is expected to exist for less than one (1) year, but for at least four (4) months.
- 2.01.12 Extra Relief Deck Officer**
The term “Extra Relief Deck Officer” is any Deck Officer on any current MM&P seniority list and is not presently assigned to any position. Of these, a specified limited number of “Extra Relief Deck Officers,” shall be paid travel time and mileage. Such specific limited number of Extra Relief Deck Officers shall be determined by current

Letter(s) of Understanding, between the Union and the Employer. See Addendum D – Extra Relief Deck Officer.

2.01.13 Extra Service Vessel

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

2.01.14 Licensed Deck Officer (LDO)

The term Licensed “Deck Officer” shall include all Masters, Mates, Chief Mates, Second Mates, Extra Relief Mates and Temporary Mates in the employ of the Employer. The term Deck Officer shall hold the same meaning as Licensed Deck Officer when used herein. WSF shall either train or designate in writing to the Deck Officers the expectations regarding the scope of Licensed Deck Officer (LDO) responsibilities. LDO’s, serving as Master, shall be responsible for ensuring compliance with Security and Safety procedures, Standing Orders, Safety Management System, and other WSF policies for all crew members under their command. LDO responsibilities include, but are not limited to: administrative responsibilities for properly accounting for the hours of work and pre-authorization and monitoring of penalty pay and overtime of deck employees. LDO responsibilities also include giving proper direction to the crew and maintaining discipline of the crew and enforcement of Security and Safety procedures, Standing Orders and all WSF policies. Discipline includes a Deck Officer, acting under the authority of the Port Captains, issuing verbal and written warnings per WSF policies to crew members and documenting and forwarding said warnings to the Port Captains for review and further action.

The number one (1) Master on the Master's seniority roster is referred to as the “Commodore”.

Negligence in navigational and/or ship handling responsibilities, which may result in property damage or injury to vessel personnel and/or passengers, shall be deemed “just cause” for discipline up to and including termination.

2.01.15 Master

The term “Master” or Staff Master is a Deck Officer of the highest classification and one who possesses the minimum license qualifications of a Master, and is otherwise qualified under this Agreement to appear on the Master’s Seniority Roster.

- 2.01.16 Mate**
The term “Mate” includes Chief Mates and Second Mates, and is any Deck Officer, not a Master, who can establish seniority on the Mate’s Seniority Roster. The term “Mate” does not include the Temporary Mate Classification.
- 2.01.17 Minimum License Qualifications**
The term “Minimum License Qualifications” shall mean only the minimum qualifications of a license including pilotage required of a Deck Officer by the United States Coast Guard in order for the Deck Officer to serve in the capacity of the Deck Officer’s classification on board all vessels operated by the WSF.
- 2.01.18 Pilotage**
The term “Pilotage” is the term used to indicate that a Deck Officer has obtained an endorsement from the United States Coast Guard on the Deck Officer’s license signifying that the Deck Officer possesses the local knowledge required to obtain such an endorsement.
- 2.01.19 Promotion**
The term “Promotion” is the act of raising a Deck Officer in rank from the Deck Officer’s present classification or pay rate to a higher classification or pay rate.
- 2.01.20 Regular Deck Officer**
The term “Regular Deck Officer” shall mean any Deck Officer regularly assigned to a vessel, route or assignment that is maintained during periods of minimal service.
- 2.01.21 Regular Position**
The term “Regular Position” or “Regular Assignment” refers to a position which is expected to be maintained during periods of minimal service or for at least one (1) year.
- 2.01.22 Relief Position**
The term “Relief Position” or “Relief Assignment” refers to a position which is expected to exist for less than thirty (30) days.
- 2.01.23 Regular Relief Deck Officer**
The term “Regular Relief Deck Officer” is a Deck Officer with two (2) years on the Deck Officer’s Seniority Roster assigned by bid to a permanent relief position. The number of Regular Relief Deck Officers shall be limited to a specific number to be determined by negotiations and agreement between the Union and the Employer, and subject to review from time to time.

- 2.01.24 Regular Relief Position**
The term “Regular Relief Position” is a permanent position filled by bid with a Regular Deck Officer, and which is expected to last at least one (1) year.
- 2.01.25 Route**
The term “Route” refers to regularly established passages or runs between permanent established terminals operated by the Washington State Ferry System.
- 2.01.26 Second Mate**
The term “Second Mate” refers to a Mate assigned to or serving on a vessel which is also manned by a Chief Mate.
- 2.01.26.01 Passenger Only Mate**
The term “Passenger Only Mate” refers to a Mate assigned to a Passenger Only vessel, paid at the Second Mate’s rate of pay.
- 2.01.27 Seniority**
The term “Seniority” is that quality of rank possessed by a Deck Officer, with respect to other Deck Officers, acquired as a result of the Deck Officer’s length of service, either with the Employer generally, or in each classification of Deck Officers.
- 2.01.28 Straight Watch**
The term “Straight Watch” is any watch other than a touring watch as defined in Subsection 2.01.31 of this Agreement.
- 2.01.29 Temporary Mate**
The “Temporary Mate” classification applies to any Mate who does not appear on the Mate’s Seniority Roster, or who cannot establish seniority under the terms of this Agreement.
- 2.01.29.01** The term “Trainee Mate” classification applies to any person who has established seniority and is not working in another Deck Officer classification that is added as an additional position to the normal crewing of a vessel for purposes of intensified and advanced training.
- 2.01.29.02** The term “Designated Trainer” is a person who may be added to the normal crew of a vessel for purposes of providing training on board a vessel. Designated trainers may or may not be members of the bargaining unit.

2.01.29.03 Mate's Orientation and Training

The term "Mate's Orientation and Training" defines the criteria that Employees with a Mate's license waiting for appointment to Mate assignments must satisfy the following criteria: successfully complete a vessel knowledge/experience checklist; satisfactorily complete up to forty (40) hours of Mate orientation training, including route specific knowledge, vessel specific knowledge, boat handling and navigation expertise and ability to manage crew and passengers; serve a period of "break-in" under a Designated Trainer for a period of up to forty (40) hours; and demonstrate proficiency through a structured evaluation in selected tasks in all areas designated in an established syllabus. Following completion of the above criteria, the Deck Officer may be dispatched for work. If the newly classified person has not worked in the higher classification within one (1) year from the satisfactory completion of Mate's Orientation training, a refresher-training course will be required prior to assignment in the higher classification.

2.01.30 Temporary Position

The term "Temporary Position" or "temporary assignment" refers to a position which is expected to exist for less than four (4) months, but for at least thirty (30) days.

2.01.31 Touring Watch

The term "Touring Watch" is a watch in which the Deck Officers assigned thereto are on duty for two (2) work shifts not to exceed sixteen (16) hours within one (1) twenty-four (24) hour tour.

2.01.32 Transfer

The term "Transfer" is the reassigning of a Deck Officer from the Deck Officer's regularly assigned vessel, route or watch to a new or different vessel, route, or watch.

2.01.33 Vacation Relief Deck Officer

The term "Vacation Relief Deck Officer" is a Deck Officer with two (2) years on the Deck Officer's Seniority Roster, assigned by bid to a permanent vacation relief position and who is assigned to relieve scheduled vacations, but who may be assigned to regular relief assignments when there are insufficient vacations to cover.

2.01.34 Vacation Relief Position

The term “Vacation Relief Position” or “vacation relief assignment” refers to a regular assignment involving relief of scheduled vacations.

2.01.35 Vessel

The term “Vessel” shall include all sea going craft, now owned or hereafter acquired by the WSF, and which are engaged in the transportation of passengers, vehicles or freight on Puget Sound and connecting inland waters, on the Straits of Juan De Fuca, to the San Juan Islands, or to the ports of British Columbia.

2.02 Other Terms

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

RULE 3 - UNION RECOGNITION AND SECURITY

3.01 Union Recognition

The Employer recognizes the Union as the representative of all Deck Officers and as their sole collective bargaining agent for the purpose of acting on behalf of said Deck Officers in making and interpreting agreements, and recognizes the right of the Union to intercede on behalf of its members or non-members employed as Deck Officers in adjusting disputes.

3.02 Union Membership

Except as provided in RCW 47.64.160, each Deck Officer covered by this Agreement shall make application to join the Union within thirty-one (31) days following either the Deck Officer’s date of employment or the signing of this Agreement, whichever shall last occur; and each such Deck Officer shall maintain membership in the Union for the life of this Agreement.

3.03 Discharge of Non-Members

Upon written notification by the Union, the Employer shall immediately discharge any Deck Officer who has failed to comply with the provision of Rule 3.02 of this Agreement.

3.04 Visitation and Inspection

All authorized representatives of the Union shall be allowed to enter upon the Employer’s property and to board or travel on any vessel of the Employer’s at all reasonable times, and in furtherance thereof, the Employer shall issue to any such duly authorized representative, a pass permitting such visitation and inspection; provided, however, that the Employer shall not be liable for any claim resulting from an accident involving any such representative so engaged.

3.05 Discrimination

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

3.06 Dues Check-off

The Employer shall deduct dues and fees from wages of those employees who so authorize it by a written assignment or authorization signed and dated by the employee in a form as specified below. The Employer shall, pursuant to such authorization, remit to the Union the regular monthly dues as specified by the Union, along with any initiation fees, as authorized by the employee. The monies so deducted shall be payable to the National Headquarters of the International Organization of Masters, Mates & Pilots (MM&P) with a list indicating the employee's name, social security number, and dues deduction amount, no later than the fifteenth (15th) day of the following month.

Dues Check-off Authorization Card

I _____, hereby authorize my Employer, the Washington State Ferries, to deduct from my wages regular monthly union dues as well as any amount that I specify for initiation fees. I understand that my Employer shall remit such monies to MM&P Headquarters no later than the fifteenth (15th) day following the month that the dues and fees are deducted. This authorization is irrevocable for a period of one year from the date that I sign it but may be revoked for a period of (10 days) following each anniversary of my signing this authorization.

3.07 Check-off Waiver

The Employer shall be relieved from making check-off deductions upon an employee's (a) termination of employment, or (b) transfer to a job outside the unit, upon the request of the employee, or (c) layoff from work, or (d) an authorized leave of absence. Upon the return of an employee to work from any of the foregoing enumerated absences, the Employer shall immediately resume the obligation of making such deductions.

3.08 Employer Indemnification

The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Rule 3.06, and the Union shall indemnify and hold the Employer harmless from any and all claims, grievances, arbitrations, award, suits, attachments, or other proceedings arising out of or by reason of any action taken by the Union for the purpose of complying with any of the provisions of this Rule. If an error has been made in the amount of dues remitted to the Association under Rule 3.06, upon notification from the Union of such error, the Employer will expeditiously rectify the error.

3.09 Union Leave Bank

All Deck Officers who have worked more than thirty (30) days as a Deck Officer shall donate eight (8) hours of vacation or comp-time, annually, to a Union Leave Bank. The Vice President of the MM&P-UIG will submit leave Bank withdrawal requests for Delegate Committee members, or other such Deck Officers as designated by the Vice President of MM&P-UIG, for official Union Business purposes such as contract negotiations, executive meetings, grievance hearings, and other purposes as may be determined by the Vice President of the MM&P-UIG. Requests for withdrawal from the Bank shall be made only by the Vice President of the MM&P-UIG, or his/her designee, to the Director of Human Resources or his/her designee, on forms mutually agreed on by the parties and furnished by the Union. All hours transferred to the Bank are final and not recoverable for re-credit to an individual's vacation or comp-time account. Requests for hardship waivers shall be made in writing and submitted to the Delegate Committee, who shall have the sole right to approve or disapprove such requests.

3.10 Labor Management Committee

A Labor-Management Committee shall be formed for the express purpose of making recommendations on means to improve operating efficiencies and safety on vessels of the Washington State Ferry fleet. General Provisions - See Addendum C.

3.11 Bulletin Boards

Providing that space is available, the Employer shall provide bulletin board facilities of at least 2x4 (two by four) feet for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

3.12 Union Insignia

A Union member shall have the right to wear or display a pin or button of the recognized insignia of the Union. The pin or button shall not be more than 2x2 (two by two) inches in size.

RULE 4 - HIRING PRACTICES

4.01 Present Employees

The Employer agrees that, in the hiring of Deck Officers in the classifications covered by this Agreement, the Employer shall prefer applicants who are presently employed on the vessels of the Employer; and the Union agrees that, in furnishing Deck Officers to the Employer through the facilities of the Union's employment office, it will recognize such requirements; and when Deck Officers with prior experience are not available, it will endeavor to recruit graduates from Federal or State Marine Training Schools.

4.02 Inability to Furnish Qualified Personnel

In the event the Union is unable to furnish qualified Deck Officers when called upon by the Employer to do so, the Employer may employ from any source it deems appropriate; provided, however, that the Union is immediately notified in writing of each such employment; and any Deck Officer so employed shall be subject to the requirements of Rule 3 of this Agreement.

4.03 Temporary Work Permits

The Union may, in its discretion, issue temporary work permits to non-members who may then be employed as Deck Officers by the Employer; and the Union may accept and consider the applications of such Deck Officers for membership in the Union in accordance with the provisions of this Agreement relating to Union Recognition and Security Rule 3. A Deck Officer working under such a temporary work permit shall be considered a Union member for purpose of Rule 3.01 of this Agreement.

4.04 Notification of Project Assignments

The Employer shall publish notice of project assignments. A copy of the published notice will be provided to the Union. An employee interested in being considered for an assignment may submit a resume to the WSF Appointing Authority for appointment consideration.

4.04.01 Project Assignments

Any Deck Officer who vacates their regular assignment to fill a project assignment, that Deck Officer's permanent assignment will open for bid as a "temporary" or "extended temporary" position provided that the project assignment is to last more than thirty (30) days. If and when the project assignment continues over the one (1) year "extended temporary" timeframe, that Deck Officer's permanent position will open for permanent bid.

4.04.02 Elimination of Project Assignment Lasting over One (1) Year

Whenever a project assignment that has extended past one (1) year is eliminated and the Deck Officer's permanent assignment has been bid out permanently, or the Deck Officer chooses to return to the fleet after filling the project assignment for more than one (1) year, that Deck Officer shall have the absolute right to exercise his/her seniority, as per Rule 20.14 - Elimination of Position.

4.04.03 Promotion of Deck Officers Filling Project Assignments

Any Deck Officers working on project assignments shall be paid according to the classification of their permanent assignment, except as follows: Any Deck Officer working on a project assignment, who is not a "Regular Deck Officer" according to Rule 2.01.20, shall be paid at the rate of Second Mate's classification; all Deck Officers on project assignments shall be allowed the right of promotion during their

project assignment, if by their seniority they would be working in a higher classification, with review and approval of the Delegate Committee and a designated WSF representative.

RULE 5 - MANNING OF VESSELS

5.01 Compliance with Certificate of Inspection

Each vessel shall be manned according to the certificate of inspection as prescribed by law, and the certificate of all vessels of the Department of Transportation (DOT) Washington State Ferries, whether now owned or hereafter acquired, are specifically made a part of this Agreement by reference. This manning requirement shall apply to all movements of vessel. The total number of Deck Officers assigned to each vessel watch as of January 1, 1986, may not be reduced except through the collective bargaining process.

5.01.01 When a LDO is promoted at the commencement of a shift in order to comply with the COI, due to the late or delayed arrival of another LDO, the promoted LDO shall be compensated at the higher rate of pay for a minimum of two (2) hours. In all other instances, said LDO shall be compensated at the higher rate for the entire shift. Rule 20.16, By Pass Pay is not applicable to this rule. Should circumstances require the dispatch of another LDO, all promoted LDO's will be paid hour for hour at the higher rate until relieved.

5.02 Newly Acquired, Constructed or Converted Vessels

In the event that any vessel, of a type other than those presently operated by the WSF, is acquired or newly constructed, or if a presently covered vessel is converted into a new or different type of vessel not presently covered by this agreement, then, in that event, authorized Union and Employer Representatives shall meet promptly, after the Employer has made its decision to acquire, construct or convert any such vessel, and negotiate an Agreement with respect to all manning and other requirements aboard such vessel.

5.03 Pilotage Required

Only those Masters who are Union members of the bargaining unit and who possess a pilotage endorsement for the particular waters through which a vessel is moved shall be authorized or permitted to move any vessel; and under no circumstance may the Employer move any vessel through waters for which the Master in command of said vessel does not possess a pilotage endorsement. To prevent interruption of service, the parties recognize emergency circumstances may arise which may prohibit this Rule from being strictly adhered to.

5.04 Rejection of Deck Officers

In the manning of its vessels or the filling of Deck Officer vacancies, the Employer shall be strictly governed by the provision of this agreement relating to seniority (Rule 20), but may reject any Deck Officer who is unsatisfactory, and

the reason or reasons for each such rejection are communicated in writing, within five (5) working days, to both the Deck Officer involved and to the Union.

5.05 Rejections

In the event that either the Union or any Deck Officer rejected by the Employer feels aggrieved by any such rejection, the matter shall be handled as a dispute, and adjudicated under the provisions of this Agreement relating to Grievances, Rule 22.

RULE 6 - WAGES

6.01 Rates of Pay

Effective July 1, 2011, the basic wage rates for all positions includes a three percent (3%) wage reduction, and will remain in effect until June 29, 2013. The three percent (3%) wage reduction will not apply to compensation an employee receives for cashing out of sick leave, vacation leave or compensatory time.

Effective July 1, 2011, the following rates of pay shall apply:

Classification	S.T.	O.T.	80 Hours
Staff Master	\$47.69	\$71.53	\$3,815.20
Master	\$44.47	\$66.71	\$3,557.60
Mate	\$35.54	\$53.31	\$2,843.20
Second Mate	\$32.51	\$48.77	\$2,600.80
Temporary Mate	\$26.40	\$39.60	\$2,112.00

Effective June 30, 2013, the following rates of pay shall apply:

Classification	S.T.	O.T.	80 Hours
Staff Master	\$49.16	\$73.74	\$3,932.80
Master	\$45.85	\$68.78	\$3,668.00
Mate	\$36.64	\$54.96	\$2,931.20
Second Mate	\$33.52	\$50.28	\$2,681.60
Temporary Mate	\$27.22	\$40.83	\$2,177.60

6.02 Calculation of Overtime Pay

Whenever the payment of overtime is required or authorized under any of the terms or provision of this Agreement, such payment shall be made at one and one half (1 ½) times the appropriate straight time rate of pay for each classification of Deck Officer receiving such pay consistent with Rule 9 of this agreement.

6.03 Calculation of Pay During Jury Duty

No Deck Officer shall be required to report for work on any day that the Deck Officer is called for jury duty, nor shall any Regular Deck Officer be required to report for work during any calendar week in which the Deck Officer has been on jury duty call for five (5) days. Each Regular Deck Officer required to report for

jury duty on a regular working day, whether actually impaneled on a jury or not, shall be paid the difference between any fee received for jury duty and eight (8) hours straight time wages for each such day. No payment shall be made for jury duty on a regular Deck Officer's assigned days off. Any regular relief Deck Officer or Vacation Relief Deck Officer required to report for jury duty, whether actually impaneled or not, shall be paid the difference between any fee received for jury duty and eight (8) hours straight time pay for each such day, but not to exceed eighty (80) hours in any two (2) week work period. An extra relief Deck Officer shall be compensated in the same manner as a regular relief Deck Officer for the remaining portion of any assignment interrupted by jury duty.

- 6.04** Notwithstanding any other provisions contained within the Labor Agreement or any practice previously used in the payment of wages to employees covered by this Agreement, all employees will be paid pursuant to WAC 82-50-021 as now in effect or hereinafter amended by the Office of Financial Management (OFM). For purpose of this Agreement, the term "pay date" will be those days designated by the OFM as the official pay dates. For the purpose of this Agreement, the term "pay period" refers to those periods from the first (1st) to and including the fifteenth (15th) of each month, and from the sixteenth (16th) to and including the last day of each month.

RULE 7 - TRAVEL PAY AND MILEAGE

7.01 **Calculation of Travel Pay**

Whenever travel pay is required or authorized under any of the terms or provisions of this Agreement, such payment shall be made at the straight time rate of pay for each classification of Deck Officer receiving such pay, and for the appropriate travel time indicated in Schedule A, hereunto attached and by this reference made a part hereof.

7.02 **Calculation of Mileage**

When any Deck Officer furnishes the Deck Officer's own transportation under such circumstance as would entitle the Deck Officer to travel pay under any of the terms and provisions of this Agreement, the Deck Officer shall be reimbursed, at the rate allowed by the OFM, for the use of private automobiles for the appropriate number of miles as indicated in Schedule A hereto attached.

RULE 8 - HOURS OF EMPLOYMENT AND ASSIGNMENT

8.01 **Establishment of Work Periods**

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

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or
- B. Ten (10) consecutive eight (8) hour days followed by four (4) consecutive days off;
- C. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off;
- D. Eight (8) ten (10) hour days followed by six (6) consecutive days off;
- E. Nine (9) consecutive nine (9) hour days followed by five (5) consecutive days off totaling eighty one (81) straight time hours;
- F. Five consecutive nine (9) hours days followed by three (3) consecutive days and four (4) consecutive nine (9) hour days followed by two (2) consecutive days off totaling eighty one (81) straight time hours;
- G. By mutual agreement, additional work schedules may be observed;
- H. Employees that are working a schedule as defined in C or D, above, shall be compensated at the straight time rate of pay. Employees that are scheduled as defined in E or F, above, shall have the option of having the eighty-first (81st) hour worked in a two week period compensated at the straight time rate of pay or credited with one (1) hour of comp time at the straight time rate of pay;
- I. Operating crews assigned to extra service vessels may be required to work four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- J. Deck Officers on Anacortes-San Juan Islands and Sidney routes may be scheduled to work up to ten (10) hours in one (1) day or eighty (80) hours in a two (2) week schedule on touring watches as defined in Rule 8.03 of this labor agreement, without incurring an over-time pay obligation.

In cases where running schedules of vessels will not permit relieving of crew members at port of embarkation within the eight (8) hour day, the overtime penalty will not be incurred; provided, however, that no employee shall work more than nine (9) hours in one (1) day or eighty one (81) hours in a two (2) week work schedule.

2. Limitation on Flexing Shifts

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

3. Committee Process

- A. Before the Employer changes any printed running or crew schedules, the Masters, Mates and Pilots and the Inlandboatmen's Union (Unions) shall jointly be consulted to arrange crew schedules reasonably consistent with the health and safety of Deck Hands, Masters, Mates and Pilots, and with properly and conveniently serving the customer, and to provide shifts for Deck hands, Masters, Mates and Pilots as provided above. The Unions will each name two (2) employees to a committee whose sole purpose will be to examine proposed changes to crew schedules and recommend improvements therein to the Employer. The said committee will meet as is necessary to meet crew schedule changes. Union members will be paid for eight (8) hours at their regular straight-time rate of pay for each committee meeting. Committee meetings will be scheduled to allow time for travel within the eight (8) hour shift. Mileage will be paid as is appropriate. If management extends the committee meeting time, then travel time will be paid as appropriate.
- B. Should the Employer and the Unions not reach agreement over the proposed crew deck schedules, the Unions may elect to jointly file a grievance and proceed to expedited arbitration based on whether the schedule(s) are reasonably consistent with the health and safety of Deck Hands, Masters, Mates and Pilots.
- C. In the event of such a dispute, the parties agree upon the following process:
 - i. The Unions and the Employer shall select an Independent Standing Arbitrator (Arbitrator) as would be deemed qualified to serve as an arbitrator by the American Arbitration Association. The Unions and the Employer shall meet and each will submit a list of eleven (11) arbitrators using the strike method until an arbitrator has been selected.

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

All Deck Officers working regular assignments shall receive in wages not less than eighty (80) times the base straight-time rate for each two (2) week work period; provided, however, that such Deck Officers are available for work at the time scheduled by the Employer. Travel time, if any, shall be included within the scheduled work day, to the extent possible, when Deck Officers are assigned to move vessels to a different terminal or to a repair yard, and such vessel moves do not occupy the entire work day.

8.02 Relief at Terminal of Commencement

All Regular Deck Officers shall be relieved at the same terminal where they began their duties; and any such Deck Officer not so relieved shall be paid mileage and wages at the rate of pay applicable to the Deck Officer's classification, whether overtime or straight time, for the total detention time involved. In returning to the Deck Officer's terminal of commencement, the

Deck Officer shall exercise the Deck Officer's best efforts to minimize the cost to the Employer for travel pay and mileage consistent with the Deck Officer's safety.

8.03 Establishment of Touring Watches

The Employer may establish touring watches with the reasonable consent of the Union. When a touring watch is established, the employment of Deck Officers assigned to such watches shall be at the straight time rate of pay for each such Deck Officer's classification. No tour may exceed a period of twenty-four (24) hours and there must be a minimum of six (6) hours off duty between work shifts, with the only exception stated in Addendum F (Vashon/Fauntleroy/Southworth #2 Vessel). Whenever the off duty time between work shifts is less than six (6) hours, the Deck Officer's compensation will be continuous at the applicable overtime rate of pay. Further, no touring watch may exceed five (5) consecutive tours to be followed by not less than four (4) consecutive days off duty. Whenever such a touring watch has been established, it shall be subject to change under the same conditions.

8.04 Removal from Regular Assignment

Whenever any Deck Officer is removed from the Deck Officer's regular assignment and temporarily assigned to a vessel on a different route, or if the Employer requires any Deck Officer to use the Deck Officer's private vehicle for travel between the Deck Officer's terminal of commencement and the Deck Officer's temporarily assigned terminal of commencement, each such Deck Officer shall receive travel pay and mileage for the distance between the regular Deck Officer's regular relieving terminal or the terminal nearest the Deck Officer's home, and the temporary relieving terminal, whichever is less, in accordance with Schedule A.

Travel time for training purposes will be computed using Schedule A, and compensated from the terminal closest to the employees' home to the terminal closest to the training location. Travel time and mileage from the terminal closest to the training location to the training facility will be paid.

8.05 Deck Officers Assigned To More than One (1) Route

Whenever any Deck Officer is assigned to more than one (1) route, the Deck Officer shall be assigned a primary terminal of commencement and shall be paid travel pay and mileage as required by Rule 7.01 and 7.02 of this Agreement, respectively, both to and from all such assignments, other than the Deck Officer's primary terminal of commencement. Such employees will be paid travel time and mileage to and from their primary terminal, regardless of the location of their home, to the location of their dispatched assignment which occurs someplace other than their primary terminal.

8.06 Relief Assignments

All Deck Officers working as regular relief Deck Officer as determined by current Letter(s) of Understanding between the Union and the Employer shall be assigned a home terminal as close as possible to their residence; Reliefs will not receive travel time unless otherwise noted elsewhere in this agreement. Reliefs will be compensated assignment pay as outlined in the chart below. Sick leave, vacation and compensatory leave, will be paid at the appropriate classification base rate of pay. When dispatched to Friday Harbor, Reliefs will receive a fifty dollar (\$50.00) stipend pay for each day assigned; connected touring watches will be defined as one (1) day for the purpose of this rule. Friday Harbor and/or inter-island home ported employees will not receive any stipend pay. Mileage will be paid in accordance with the provisions of Rule 7.02 of this Agreement. If a regular relief Deck Officer is relieved at other than the Deck Officer's terminal of commencement, the Deck Officer shall be paid actual mileage and wages at the rate of pay applicable to the Deck Officers classification, whether overtime or straight time, for the total detention time involved from the time and point of relief from duty to the time of arrival at the Deck Officer's home terminal. In returning to the Deck Officer's home terminal, the Deck Officer shall exercise the Deck Officer's best efforts to minimize the cost to the Employer for mileage, consistent with the Deck Officer's safety.

Relief personnel will be given a minimum of eight (8) hours off prior to being called back to duty. The eight (8) hour period begins upon completion of the schedule work shift and ends upon reporting for the next shift. Note: This Rule does not apply to relief personnel working an established touring watch or for double backs. Whenever a relief Deck Officer on a touring watch is authorized mileage under any terms or provisions of this Agreement, such mileage will be paid for round trips when actually traveled.

Assignment pay will be compensated as outlined in the chart below for Relief Employees who 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:

- Familiarization on multiple classes of vessels
- Performing documented break-in on multiple classes of vessels
- Proficiency in the operation of multiple classes of vessels
- Knowledge of Coast Guard stability requirements on multiple classes of vessels
- Knowledge of system waterways including currents, tides, weather conditions and the effects on routes.

- Knowledge of specific emergency evacuation plans, safety systems, emergency equipment and ability to take charge of an unfamiliar crew during emergent situations.
- Ability to perform lead duties over crew on multiple classes of vessels.

Assignment pay will be paid for hours actually worked regardless of location. This assignment pay will not apply to vacation leave, sick leave, and compensatory time.

Mileage shall be paid only for travel actually performed to a location other than the employee's home terminal according to schedule A.

Effective July 1, 2011, the wage rates for Relief employees includes a three percent (3%) wage reduction, and will remain in effect until June 29, 2013. The three percent (3%) wage reduction will not apply to compensation an employee receives for cashing out of sick leave, vacation leave or compensatory time.

Classification	Current Base Hourly Rates	Assignment Pay Factor	Assignment Wage	Hourly rate of Pay for Hours Worked	Overtime rate of Pay	OT Multiplier
Master	\$45.85	0.175	\$8.02	\$53.87	\$80.81	x1.5
Mate	\$36.64	0.175	\$6.41	\$43.05	\$64.58	x1.5

Effective July 1, 2011, the following wage rates for Relief employees will be effect.

Classification	Current Base Hourly Rates	3% Reduction Factor	New Reduced Hourly Wage	Assignment Wage	3% reduced hourly rate plus assignment pay	Overtime rate of Pay w/3% reduction
Master	\$45.85	0.97	\$44.47	\$8.02	\$52.49	\$78.74
Mate	\$36.64	0.97	\$35.54	\$6.41	\$41.95	\$62.93
* Assignment wage is based on current hourly base rates and is not applicable to Vacation, Compensatory Time, Sick Leave.						

Effective June 30, 2013, the following wage rates for Relief employees will be effect.

Classification	Current Base Hourly Rates	Assignment Pay Factor	Assignment Wage	Hourly rate of Pay for Hours Worked	Overtime rate of Pay	OT Multiplier
Master	\$45.85	0.175	\$8.02	\$53.87	\$80.81	x1.5
Mate	\$36.64	0.175	\$6.41	\$43.05	\$64.58	x1.5
* Assignment wage is based on current hourly base rates and is not applicable to Vacation, Compensatory Time, Sick Leave.						

8.06.02 Number of Free Days

Regular Relief Deck Officers shall be allowed two (2) consecutive free days in every two (2) week work period that will be repeated thereafter on a biweekly basis.

Regular Relief Deck Officers who accept a job assignment on their free day(s) and have not worked over eighty (80) hours in the work period, will be paid at the straight time rate of pay.

8.07 Extended Shifts for Relief Personnel

Relief Deck Officers and Vacation Relief Deck Officers may be utilized continuously for up to seventeen (17) consecutive days without the payment of overtime by the Employer; provided, however, that all Relief Deck Officers and Vacation Relief Deck Officers shall have their days off assigned consecutively in all instances.

RULE 9 - OVERTIME

9.01 Extended Work Days

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

If the extended assignment exceeds five (5) hours, pay for such work shall be at the overtime rate with a minimum of eight (8) hours. Such extended work shifts shall not be scheduled on a daily or regular basis. The Employer shall not abuse the use of overtime to avoid scheduling another crew.

Year round employees, excluding Relief employees, who are called in to work on a scheduled day off and have a minimum of eighty (80) non-overtime compensated hours in the work period will be compensated at the overtime rate of

pay. In addition, they will receive three (3) hours of pay at their straight time rate of pay regardless of the length of the overtime shift or the hours actually worked.

Relief employees that work an additional day beyond a defined eighty (80) hour work period and have a minimum of eighty (80) non-overtime compensated hours in a work period, will be compensated at their overtime rate of pay. In addition, they will receive three (3) hours of pay at their straight time rate of pay regardless of the length of the overtime shift or the hours actually worked. On-call employees with less than 80 hours compensated time will not receive the three (3) additional hours pay (see examples below).

Relief Employees

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

- X hours of straight time to eighty (80) hours
- X hours of overtime above eighty (80) hours
- Three (3) hours call back at straight time

EXAMPLE: Employee has worked seventy-six (76) hours in a work period. Employee is called into work on their scheduled “free day” for eight (8) hours of work. The employee receives four (4) hours straight pay and four (4) hours pay at time and a half (1 1/2) of their straight time rate. Employee receives three (3) hours call back at their straight time rate.

9.01.01 An employee may opt to accrue compensatory time off in lieu of overtime pay for any shift, or equivalent, which they would otherwise be guaranteed a full shift of overtime pay, as described in Rule 9. Employees may elect comp time, or overtime, or a combination thereof equivalent to the overtime rate of pay.

9.01.02 Relief Deck Officers shall be paid straight time for all scheduled hours worked until they exceed in excess of eighty (80) hours in a work period or ten (10) shifts in a work period. All other (scheduled) work hours not in the printed Deck Schedule (e.g. boat moves, sea trials, etc.) shall be considered an eight (8) hour shift and shall result in overtime based on the eight (8) hour day and Rule 9.

9.01.03 A Deck Officer who is entitled to earn overtime pay under provisions in this agreement may opt to accrue compensatory time in lieu of receiving the overtime on an hour for hour basis for overtime hours worked in increments of two (2) hours or more.

9.02 Early Call Out

Deck Officers may be called out early, prior to commencing their regular shift, and each such Deck Officer so called out shall be paid for the early call-out period

at the overtime rate of pay applicable to the Deck Officer's classification, in increments of one (1) hour; however, in no event shall a Deck Officer have less than six (6) hours off between watches.

9.03 Calls to Return to Work

When Deck Officers are required to return to work after completing a regular shift and are released prior to starting their next regular shift, they shall be paid at the overtime rate with a minimum of eight (8) hours.

9.04 Work on Scheduled Days Off

Any Deck Officer required to work on the Deck Officer's regularly scheduled day off shall be paid at the appropriate overtime rate applicable to the Deck Officer's classification for a minimum of eight (8) hours.

9.04.01 Overtime Availability Lists

Deck Officers desiring to work overtime, on their days off, shall submit a completed Overtime Availability Form, and shall be listed on one (1) list only, dependent on their current assignment. When the Employer is required to fill an assignment utilizing overtime, that position shall be filled using the Master/Mate Overtime Availability List. The Overtime Availability List provides a fair and equitable distribution of overtime among Deck Officers holding a permanent, temporary or extended temporary position. Deck Officers shall be utilized for overtime only in the routes/vessels as per their completed Overtime Availability Form. After the initial start based on seniority, then the Employer shall utilize a system that rotates a Deck Officer to the bottom of the Overtime Availability List once that Deck Officer has accepted or refused an overtime offer. The Employer shall not be precluded from using any Deck Officer in the event of an imminent service disruption. Break-in shall not be granted for purposes of expanding a Deck Officer's route/vessel availability for overtime.

The updated Overtime Availability List shall be published with each bi-weekly MM&P Status Report.

9.05 Time Changeover

Overtime shall be paid to each Deck Officer, at the appropriate rate applicable to the Deck Officer's classification, whenever such Deck Officer is required to work an extended work day as a result of time changeover from Pacific Daylight Saving Time to Pacific Standard Time.

9.06 Extra Services in Emergencies

Extra time on duty due to emergency service or delay resulting from collision, breakdown, terminal damage, stranding, rendering aid to another vessel, rendering aid to a person or persons in distress, or lifesaving, shall not result in overtime pay; rather, any such extra time so required shall be paid for at the appropriate

straight time rate of pay for the applicable classification of Deck Officer working such extra time.

RULE 10 - HEALTH AND SAFETY

10.01 General Provision

The Employer shall take all reasonable and necessary precaution for the protection of the health and safety of the Deck Officer.

10.02 Sleeping Accommodations on Touring Watch Vessels

On all vessels where touring watches are in effect requiring Deck Officers to sleep on board between work shifts, the Employer shall furnish white sheets, pillow slips, mattresses and blankets in adequate quantity and condition for each Deck Officer assigned to any such touring vessel. The issuance, assignment and exchange of such items of bedding shall be the responsibility of the Employer, and may be delegated to the respective terminal supervisors. Linens and other items of bedding shall be exchanged and replaced with clean items with sufficient regularity to insure sanitary and healthful sleeping conditions on board all such touring vessels.

10.03 Sleeping Rooms

Vessels where the hours of assignment are such that a Relief Deck Officer must sleep on-board prior to or after the completion of a work shift shall have separate and reasonably quiet sleeping environments for each Deck Officer so assigned. Additionally, if overtime work establishes a need for bid Deck Officers to sleep on-board prior to or after the completion of a work shift they shall have separate and reasonably quiet sleeping environments. If available, separate and reasonably quiet sleeping environments will not be denied a bid Deck Officer who sleeps over as a matter of personal convenience. Deck Officer sleeping areas are to be equipped to provide cold and hot running water, adequate heating and lighting, and meet WISHA air quality standards as determined by WSF's Industrial Hygienist. No Deck Officer shall be removed from the Deck officer's appropriate quarter. Any failure to comply with the foregoing requirements shall entitle each Deck officer so assigned to reimbursement for the Deck Officer's actual expenses incurred for other sleeping accommodations as a result of such failure. Where no public accommodations are available within reasonable distance from the terminal and the above cannot be complied with, the Deck Officer, upon proper notification, shall be relieved after the commencement of the next assigned watch after completing one round trip, or as soon as possible thereafter at the overtime rate of pay.

10.04 Meals Aboard Vessel

The charge for meals purchased and eaten on board the ferries while on duty or while going to and from duty by Deck Officers shall be at one-half (1/2) the normal retail price of such meals rounded upward to the nearest cent. Deck Officers purchasing meals at a discount shall be required to sign sales slips at the

completion of service. The food discount shall be granted Deck Officers on the route to or from places of assignment regardless of route traveled. Food discount shall also be allowed officers riding for pilotage time.

10.05 Navigation Equipment Allowance

Each newly promoted Deck Officer, when the Deck Officer has established seniority, shall be reimbursed, on a one-time-only basis, the sum of two hundred fifty dollars (\$250.00) for navigational equipment, for the purchase of binoculars, dividers, parallel rules, and triangles; and the Employer shall issue annually to each Deck Officer tide and current tables. In addition, each Deck Officer shall be reimbursed one hundred fifty dollars (\$150.00) for navigational equipment in their fifth (5th) year in service as a Deck Officer and every five (5) years thereafter.

10.06 Defense of Claims

In every case where an action or proceeding for damages is instituted against any Deck Officer performing, or in good faith purporting to perform the Deck Officer's official duties, such Deck Officer may request the Attorney General to authorize the defense of the action or proceeding at State expense, as provided by RCW 4.92.060; and the request shall be handled in the manner provided by RCW 4.92.070.

10.07 Biohazard Pay

When the Deck Officer, in the course of responding to a medical emergency, comes in unprotected physical contact with bodily fluid, this shall constitute a "biohazardous" substance exposure. A biohazardous substance is defined as blood, fecal matter or vomit emanating from the human body. In such cases, the Deck Officer shall be paid "Biohazard" pay at the straight time rate, at a minimum of half (1/2) hour increments in addition to their regular rate of pay. All claims shall be accompanied by a Patient Assessment Treatment Form.

RULE 11 - HOLIDAYS

11.01 Purpose of Section

It is the intent of the parties that holiday pay, as hereinafter established, is intended to insure that all Deck Officers, whether they work on a holiday or not, shall receive an additional day's pay for every holiday. The provisions of Rule 11 shall apply to all instances where the Deck Officer is not on leave without pay.

11.02 Delineation of Holidays

Only the following days shall constitute holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, and any additional Holiday(s) declared and granted by Washington State law during the term of this Agreement will be administered in accordance with the provisions of this Rule.

Holidays shall be paid on the federally observed date with the exception of Christmas Day and New Year's Day.

11.03 Compensation for Holidays

For every holiday, each Deck Officer shall be entitled to an additional eight (8) hours straight time pay at the rate applicable to the Deck Officer's classification for the current pay period, or the Deck Officer may elect to receive, on an hour-for-hour basis, one (1) compensatory day off for each holiday; subject to the following restrictions:

11.03.01 Summer Schedule

Compensatory time off may be used during the implementation of summer schedule, subject to the availability of any classification of Relief Deck Officer.

11.03.02 Procedure

Deck Officers shall elect compensatory time or pay when accrued.

11.03.03 Notice

A Deck Officer desiring to use accumulated compensatory time off must submit a written request to the Employer, indicating the number of compensatory days off requested. Such written request shall be approved by the Employer, solely on a first come, first served basis, and seniority shall not be a consideration. Short notice request for comp time by phone may be granted for if a Deck Officer is available to relieve.

11.03.04 Accumulation

There shall be no limit on accumulation of compensatory time, except as provided by Washington State law and regulation.

11.03.05 Accounting

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

11.04 Compensation for Unscheduled Work on Holidays

Whenever a Deck Officer is called back or required to work on a regularly schedule day off which falls on a holiday, each such Deck Officer shall be entitled to the immediate payment of an additional two (2) days pay.

11.05 Payment of Overtime Associated with Scheduled Shifts Worked on a Holiday

If a Deck Officer works beyond his scheduled shift on a holiday, he shall be compensated for such overtime hours at the rate of three (3) times the regular straight time rate of pay. In no event shall overtime worked on a holiday be

compensated greater than triple time. Compensation for holiday overtime shall be computed in accordance with Rule 9.01.

11.06 Compensation Related to WSF Training Classes

To eliminate requests for early call-out and shift extension pay related to attendance at WSF sponsored training classes, WSF and MM&P agree to the following policy regarding training classes: WSF will provide a minimum of ten (10) days notice (or less if mutually agreed to by the Deck Officer and WSF) to employees required to attend WSF sponsored training classes. WSF will include the lunch period as part of the work shift for employees attending training classes, so as not to exceed eight (8) hours. WSF agrees not to dock employees pay when training classes end before the completion of the employees scheduled work shift. If WSF requires a Deck Officer to attend a training class that exceeds the number of hours in a Deck Officers scheduled work shift, WSF will pay overtime in accordance with the rules of the Agreement.

RULE 12 - VACATIONS

12.01 Accrual of Vacation Credits

Each Deck Officer with at least six (6) months continuous employment shall receive one (1) working day of vacation leave, with full pay, for each month of completed employment, up to and including twelve (12) months. In addition, vacation credits as set out in Rule 12.02 shall be pro-rated and credited on a monthly basis.

12.02 Table of Vacation Credits

For employees hired prior to June 30, 2011, the Vacation Leave Accrual Rate Schedule shall be in accordance with the provisions of Rule 12.01 and in compliance with the following table:

6 months	=	6 working days	2 years	=	13 working days
7 months	=	7 working days	3 years	=	15 working days
8 months	=	8 working days	4 years	=	17 working days
9 months	=	9 working days	5 years	=	20 working days
10 months	=	10 working days	15 years	=	21 working days
11 months	=	11 working days	16 years	=	22 working days
12 months	=	12 working days	20 years	=	23 working days
			21 years or more	=	24 working days

For employees hired on or after June 30, 2011, the Vacation Leave Accrual Rate Schedule shall be as follows:

Continuous Service	Vacation Credit
6 months	52 hours
7 months	59 hours
8 months	67 hours
9 months	74 hours
10 months	81 hours
11 months	89 hours
12 months	96 hours
2 years	104 hours
3 years	120 hours
4 years	136 hours
5 years	160 hours
15 years	168 hours
16 years and over	176 hours

12.03 Delegate Committee

Vacations shall be taken in accordance with the schedule prepared by the Delegate Committee, which shall meet annually to prepare a schedule for the succeeding year. Vacation periods for all Deck Officers with Deck Officer Seniority Roster dates of September 17, 1972 or earlier, excluding Masters who did not actively work as Master prior to July 1, 1976, shall be assigned from the Deck Officer's Seniority Roster. Vacation periods for all other Deck Officers, including Masters who did not actively work as Masters prior to July 1, 1976, shall be assigned from the respective Master's and Mate's Seniority Rosters.

Vacation picks will begin by September 15 and will be completed by October 1 of each year. Following completion, results will be sent to the Deck Officer's home and a copy to all terminals.

12.04 Compensation of Committee

The Delegate Committee shall consist of not less than five (5) representatives of the Union; and each Deck Officer member of the Delegate Committee shall be paid, by the Employer, two (2) full days' pay at the applicable straight time rate when performing the duties described in Rule 12.03 including travel time and mileage. Travel time will be paid if travel occurs outside the eight (8) hour work schedule on an hour-for-hour basis.

12.05 Change of Vacation Schedule

The only time scheduled vacations may be deferred is if a designated Vacation Relief Deck Officer is not available, due to illness; and once vacations have been bid and the schedule posted, there shall be no changes except as provided in Rules 12.11 and 14.01 of this Agreement.

12.06 Vacation Pay Rate

Vacation pay shall be pro-rated for the time compensated for in various classifications by each Deck Officer, but shall be paid at the rate applicable to the period when the vacation is taken. After any Deck Officer has been continuously promoted for one (1) year, all vacation shall be paid at the rate of pay then applicable to the classification to which the Deck Officer has been so promoted.

12.07 Mandatory Vacation Leave

Every Deck Officer shall accrue vacation leave not used; provided, however, that every Deck Officer with more than five (5) years of service with the Employer shall take a minimum of twenty working days in five (5) working day segments of vacation leave annually; and the Delegate Committee shall assign such vacation leave to any Deck Officer who fails to submit a vacation request and is unreachable by phone. The Master with the most seniority (known as the Commodore – Rule 2.01.06) may choose their vacation without submitting a bid. Vacation picks will be done by phone by the delegate committee beginning no later than the first Monday in October, with employees being called in seniority order, until all Masters have been contacted. After all Masters have been contacted, the same process will begin for the Mates. All vacation bidding shall be concluded no later than October 15 of each year.

In order to complete the phone calling in a timely manner, and reduce the time the Deck Officers must be available by the phone, all Deck Officers must be available for a phone call. Once a Deck Officer has been called he or she will have a maximum of 15 minutes to declare his or her vacation selection. Extra time will not be given to any Deck Officer except in the case of a Deck Officer going to or from work or being at work and temporarily unavailable by phone.

12.08 Accumulated Leave on Termination

The accumulated leave credits of any Deck Officer continuously employed for less than six (6) months shall be canceled upon such Deck Officer's termination. All other Deck Officers shall be allowed accumulated leave when terminating. Each employee shall be entitled to accrue vacation leave not to exceed forty (40) working days, after which, if not taken, shall lapse month by month except the year the Deck Officer exercises their right of deferral per Rule 12.07. It is understood that any accrued vacation days above forty (40) working days in that deferral year shall be paid out. Upon retirement, the Deck Officer's accumulated vacation shall not exceed the maximum allowed under the Washington State Public Employees Retirement System.

12.09 Service of Less than Six (6) Months

Vacation leave shall not be available to any Deck Officer who has not completed at least (6) months of continuous employment; and this Rule shall apply to re-employed and re-instated Deck Officers, as well.

12.10 Vacations to Coincide With Days Off

Vacation Scheduling will commence no later than the first Monday in October for the succeeding year. Each employee will be sent a vacation request form to select a “minimum” of four (4) calendar weeks, of available vacation leave during the time period of the first work period of January through the last work period of December, consistent with the vessel work cycles. Vacation segments shall be selected concurrent with the employee’s regular days off or free days, except in cases of ten (10) day or nine (9) day watches. In these instances, the vacation segment must begin or end with the employee’s days off. Reliefs may choose to schedule their four (4) calendar weeks’ vacation segments to coincide with their free days or from Sunday to Saturday of the week selected. Any LDO whose work schedule has changed affecting their previously scheduled and approved vacation, and the LDO still wishes to begin and end their vacation to coincide exclusively with the seven (7) day vacation segment selected, must inform dispatch a minimum of thirty (30) days prior to that work cycle. However, the same number of vacation hours must be taken as reflected in the original bid.

12.10.01 Regular Relief, and extra Relief Deck Officers shall notify the Dispatch Coordinator if they would like the first two (2) days off prior to the commencement of their assigned vacation, or the two (2) days off following their assigned vacation. Notification shall be made thirty (30) days or more in advance of the work period in which their vacation shall begin. If such notification is not made thirty (30) days or more in advance, Regular Relief, Vacation Relief and Extra Relief Deck Officers shall have their two (2) days off assigned.

12.11 Use of Sick Leave in Lieu of Vacation

In the event that any Deck Officer becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, the Deck Officer may use sick leave in lieu of vacation days for the period of such illness, injury, or incapacity, commencing with the first day of such illness, injury or incapacity.

12.12 Vacated Scheduled Vacations

In the event that any Deck Officer vacates or relinquishes their scheduled vacation period for any reason, WSF shall notify all MM&P members of the available vacations by Fleet Advisory. Such vacations shall be filled with Deck Officers of the same classification as the open vacation. Vacated positions will be assigned by a lottery drawing under the direction of the Delegate Committee. In the event the vacation is not filled by the Deck Officer of the same classification it will be opened to other Deck Officer classifications on the second lottery.

Any such vacation assignment will be in addition to, rather than in lieu of, the Deck Officer’s currently assigned vacations, and the Deck Officer may use comp-time or annual leave for the additional vacation period.

RULE 13 - MAINTENANCE AND CURE

13.01 Daily Maintenance Rate

When any member of the crew of a vessel is entitled to daily maintenance, it shall be at the rate of forty dollars (\$40.00) per day.

In addition and separate from the above daily maintenance rate, for up to ninety (90) days, WSF shall pay a wage supplement of sixty dollars (\$60) per day which shall cease upon the ninetieth (90th) day. In the event of a Jones Act judgment the supplemental amount paid by WSF shall be credited to mitigate any Jones Act judgment against WSF.

13.02 Hospital Transportation

Transportation to and from the hospital shall be furnished by the Employer if the Deck Officer becomes ill or injured while on duty; provided, however, except in emergencies, that application for such transportation must be approved in advance.

13.03 Withholding of Benefits

Neither wages nor maintenance and cure shall be withheld from any Deck Officer merely because the Deck Officer has filed a claim or instituted suit for damages, or because the Deck Officer has taken steps toward that end, regardless of the Employer's arrangements with any insurance company.

13.04 Reimbursement for Property Loss

Upon providing the Employer with an itemization, including replacement costs, each Deck Officer shall be reimbursed, at replacement cost, for the loss of all personal effects, equipment or instruments resulting from shipwreck, sinking, stranding, burning, or collision of the vessel, in an amount not to exceed one thousand dollars (\$1,000.00).

RULE 14 - SICK LEAVE

14.01 Accumulation of Sick Leave

Each full-time Deck Officer who has completed six (6) months of continuous employment shall receive one (1) day, eight (8) hours, of sick leave credit for each completed month of service, commencing with the Deck Officer's date of employment. Service for this purpose shall exclude time worked prior to January 1, 1958. Sick leave credits shall accumulate.

14.02 Vacation Leave Used in Lieu of Sick Leave

A Deck Officer may, at the Deck Officer's option, use vacation leave in lieu of sick leave, but may not use sick leave in lieu of vacation leave, except as otherwise provided in Rule 12.11.

14.03 Illness or Injury

Sick leave may be claimed or taken, from accumulated days of sick leave credit, by any Deck Officer for an injury or illness which incapacitates the Deck Officer to the extent that the Deck Officer is unable to perform the Deck Officer's work.

14.04 Death in Deck Officer's Family

Sick leave, up to ten (10) days in any one instance, may be claimed and taken for a death in the immediate family of a Deck Officer or to attend the funeral of a member of the Deck Officer's immediate family, which shall include the following relatives: Any relative living in the Deck Officer's household as well as the Deck Officer's wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law; provided, however, that the Employer may extend such sick leave upon reasonable request.

14.04.01 Funeral leave shall, on a case by case basis, be extended up to ten (10) days of sick leave to be used for the death of a close relative (inclusive of legal guardian), upon demonstration by the employee of good cause.

14.05 Extension of Wages

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

14.06 Illness in the Family

Sick leave, up to ten (10) days in any one (1) instance, may be claimed and taken by a Deck Officer, after notifying the Deck Officer's superior, when a member of the Deck Officer's immediate family, as defined in Rule 14.04, is ill or injured.

14.07 Claim Form Required

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

14.08 Claims Exceeding Five (5) Work Days

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

14.09 Claims of Less Than Five (5) Working Days

The Employer may request, at its option, a verifying statement from the Deck Officer's doctor to support claims of five (5) working days or less.

14.10 Compensation from Other Sources

No sick leave claims shall be honored for time loss for which the Deck Officer is receiving State of Washington Industrial Insurance time loss payments (Workmen's Compensation), or daily maintenance (Rule 13.01).

14.11 Transfer

To the extent allowed by state law, all accumulated sick leave and vacation credits shall follow any Deck Officer who is transferred to another Department of the State of Washington.

14.12 Sick Leave on Termination

Each Deck Officer's sick leave credits days are canceled automatically upon the Deck Officer's termination of service. Terminated Deck 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.

14.13 Sick Leave on Retirement

If, at any time during the term of this Agreement, the legislature of this State should pass any legislation which would allow any group of state employees to cash out or otherwise receive compensation for accumulated sick leave upon retirement, said legislative provisions shall immediately become a part of this Agreement and shall be fully applicable to all Deck Officers covered by this Agreement.

14.14 Sick Leave Buyback

Year Around Licensed Deck Officers who work as scheduled in the calendar quarter (January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31) will have the option of receiving a cash pay out of sick leave that was accrued during that quarter on the following basis:

14.14.01 Employees with four hundred eighty (480) hours of accrued sick leave at the beginning of a quarter may receive a cash payment of one (1) day (eight [8] hours at one hundred [100] percent) of sick leave that was accrued during that calendar quarter if the employee worked as scheduled in the calendar quarter, excluding the use of comp time and vacation time.

14.14.02 Employees with seven hundred twenty (720) hours of accrued sick leave at the beginning of a quarter may receive a cash payment of two (2) days (sixteen [16] hours at one hundred [100] percent) of sick leave that was accrued during that calendar quarter if the employee worked as scheduled in the calendar quarter, excluding the use of comp time and vacation time.

14.14.03 Employees with nine hundred sixty (960) hours of accrued sick leave at the beginning of the quarter may receive a cash payment of three (3)

days (twenty-four [24] hours at one hundred [100] percent) of sick leave that was accrued during that calendar quarter if the employee worked as scheduled in the calendar quarter, excluding the use of comp time and vacation time.

- 14.14.04** Time taken in lieu of sick leave will constitute the use of sick leave.
- 14.14.05** The use of comp time or vacation must have been applied for and approved by management in advance of its use.
- 14.14.06** Employees who elect this option will notify the Employer during the two (2) week period following the end of the quarter.

RULE 15 - SEVERANCE PAY

15.01 Calculation of Severance Pay

It is hereby agreed that any claims for severance payment to any Deck Officer who loses employment because of the abandonment of routes due to the construction of bridges, tubes or privatization (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.

15.02 Elections Upon Severance

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.

RULE 16 - PASSES

16.01 Employment of Six (6) Months or More

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

16.02 Employment of Two (2) Years or More

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

16.03 Cessation of Employment

Any Deck Officer who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the Deck Officer or Deck Officer's dependents, except as otherwise provided in Rule 16.04 of this Agreement.

16.04 Retired or Disabled Deck Officers

The Employer shall, upon application, issue to any Deck Officer who is retired under the provisions of the State Employees Retirement System, or who is totally disabled, annual passes authorizing free passage for the Deck Officer, Deck Officer's spouse and dependents, as well as for the Deck Officer's motor vehicle and recreation vehicle, including a trailer on all vessels of the Employer.

16.05 Exceptions to Use of Pass

No passes of any kind shall be used for the purpose of commuting to or from employment other than employment with the WSF. Vehicle passes shall be used only on a space available basis, and shall not be used between Anacortes and Sidney from June 15 to September 10. However, any exceptions to the pass privileges on the Anacortes to Sidney route between June 15 and September 10 will be in accordance with Agency policy. Nothing contained in Rule 16.05 shall be construed as applying to any Deck Officer engaged in traveling to or from work with the Employer.

16.06 Vehicle Passes

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

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

16.07 Violation of Pass Policies

Any employee, employee's spouse or the employee's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to a three (3) month suspension of all 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 employees and the union a copy of the rules, regulations and policies concerning pass usage.

RULE 17 - UNIFORM ALLOWANCE AND LICENSE RENEWAL

17.01 Required Uniform

Deck Officers are required to wear a standard uniform; which is as follows: black trousers, (sweat pants, denim are not allowed), all black shoes (sandals and clogs

are not allowed), dark hosiery, white uniform shirt with shoulder boards, (polo shirts are not allowed), a black Eisenhower-type jacket with shoulder boards, and a regulation uniform cap or approved baseball cap with gold braid and WSF insignia may be worn as an optional part of the uniform. Deck Officers may purchase, at their own expense, a leather jacket from a mutually agreed upon sole source provider. Maintenance and cleaning of the leather jackets will be at the Deck Officer's expense. The Employer is the sole authority whether any leather jacket will be worn due to its condition. When needed for additional warmth, a black uniform military-type sweater or vest with shoulder boards may be worn under the Eisenhower jacket, or a heavy-duty overcoat of the same color may be worn over it. During inclement weather black rain gear or a black heavy-duty overcoat may be worn over the standard uniform. Uniforms shall be clean and neatly pressed at all times.

WSF and MM&P shall jointly design a baseball cap to be worn as an optional part of the uniform.

17.02 Uniform Allowance

In view of the Employer requiring the above uniform to be worn at all times while on duty, the Employer shall pay each Deck Officer an allowance for the purchase and maintenance and cleaning of uniforms the sum of seven hundred dollars (\$700.00). Such sum shall be divided into two (2) equal semi-annual payments to be made during the months of April and October of each year. On a one time only basis, upon a Deck Officer's initial appointment to the Deck Officers Seniority List, the Deck Officer shall be reimbursed an initial first year payment of one hundred fifty dollars (\$150.00).

17.03 Cessation of Employment

Deck Officers leaving the service for any reason shall be paid accrued uniform allowance at the rate of Twenty Three and 08/100 dollars (\$23.08) per two (2) week work period, retroactively; and there shall be no deductions during period of vacation, compensatory time, sick leave, or leave to upgrade a license.

17.04 License Renewal

The employer shall pay the cost of all license and document renewal up to one hundred eighty-five dollars (\$185) at five (5) year intervals for license renewals associated with obtaining the Officer's license and Merchant Mariner Credential (MMC) and Transportation Worker Identification Credential (TWIC) as required by any regulatory agencies.

RULE 18 - INSURANCE BENEFITS

Due to legislative amendments to RCW 47.64.270 and RCW 41.80.020, the coalition agreement on health care benefits is a separate agreement and may not be included as part of the parties' 2011-2013 master collective bargaining agreement. For ease of reference, the coalition health care agreement is reprinted at Addendum N.

RULE 19 - DUTIES NOT REQUIRED

19.01 Ticket Selling

No Deck Officer shall be required to sell or collect tickets while on board any vessel in the capacity of Master, Chief Mate, or Second Mate.

19.02 Unlicensed Duties

No Deck Officer shall be required to chip, scale, paint, or to perform such duties as are customarily performed by the unlicensed deck department crew members.

RULE 20 - SENIORITY

20.01 Pilotage Required for Seniority

As of June 6, 1974, any Deck Officer, to establish seniority, shall possess pilotage endorsements for all routes operated by the WSF; and, after July 1, 1976, all Deck Officers shall possess a pilotage endorsement on their license for interconnecting routes between Vashon Head and Columbia Beach. Although the inclusion of Spieden Channel Pilotage as a part of the San Juan Island Pilotage endorsement has been voluntary in the past; effective September 1, 1988, Spieden Channel Pilotage will be required as a part of a Deck Officer's San Juan Island Pilotage endorsement. Interconnecting pilotage endorsements from Tacoma to Anacortes, will be required of all Deck Officers who bid for Vacation Relief or Regular Relief positions.

20.02 Payment for Any Required Break-In

The Employer may, but need not; require break-in procedures of any classification of Deck Officer. Any such break-in procedures may be offered to Deck Officers in the applicable classification; and any Deck Officer undergoing any required break-in procedure shall receive full pay for the time required under all provisions of this Agreement relating to the payment of wages, overtime, travel time, and all other forms of compensation. In addition to the above, all Deck Officers, at their request, with the concurrence of the Port Captain, and on their time off, prior to accepting a pending Deck Officer assignment, shall be entitled to a break-in period not to exceed five (5) days (forty [40] hours), on any vessel on any route and shall receive the straight time rate of pay for such break in. If the Port Captain does not concur with the request, the Deck Officer may request a review by the Director of Operations. The Employer and the Union will utilize the Labor-Management Committee to explore the establishment of an appropriate and effective training program for the Port Townsend- Keystone route as it relates to break-in and/or specific route training. The results of this activity will be subject to mutual agreement between the parties.

20.03 Seniority Rosters

There shall be three (3) separate Seniority Rosters affecting various classifications of Deck Officers as follows: a Masters' Seniority Roster, to be used for determining the respective rights of all Masters within the system; a

Mates' Seniority Roster, to be used for determining the respective rights of all Mates within the system; and a Deck Officers' Seniority Roster, to be used for determining certain other benefits which affect all Deck Officers uniformly and identically.

20.03.01 Deck Officers' Eligibility List

The Labor Management Committee shall develop the professional standards by which applicants; who "may or may not" possess a United States Coast Guard Deck Officers license, and pilotage as defined in Rule 20.01 who will be considered for eligibility for their initial placement on the Deck Officers Eligibility List. Any applicant approved for initial placement on the Deck Officers Eligibility List after July 1, 2009 who does not meet the minimum requirements as outlined in Rule 20.01 within eighteen (18) months after having been selected, will be dropped from the Deck Officers Eligibility List. However, the Deck Officer may apply to the selection committee for an extension prior to the expiration of the eighteen (18) months. In order to be placed on the Deck Officers Seniority Roster the Deck Officer must comply with Rule 20.01.

The Employer and the Union mutually agree that it is in their best interest to establish and implement an apprenticeship training program for Deck Officers on the Eligibility List and agree to work together toward this end.

20.04 Deck Officers' Seniority Roster

The Deck Officers' Seniority Roster shall consist of all Deck Officers and, as to each such Deck Officer, shall show the time and place of entering the service of the Employer as a Deck Officer. Each Deck Officer employed by the WSF shall be placed on the Deck Officers' Seniority Roster, provided that the Deck Officer possesses pilotage endorsements for all routes operated by the WSF, as defined in Rule 20.01.

20.05 Masters' Seniority Roster

The Masters' Seniority Roster shall consist of any Deck Officer who has been employed as a Mate with all route pilotage, as defined in Rule 20.01, for a period of one (1) year or more, and who receives a Master's License, shall be placed on the Masters' Seniority Roster as of either the date the Deck Officer presents the Deck Officer's Master's license to the Employer, or upon completion of the one (1) year period referred to above, whichever is later, and provided the Deck Officer possesses minimum license qualifications.

20.06 Mates' Seniority Roster

The Mates' Seniority Roster shall consist of all Deck Officers with all route pilotage as defined in Rule 20.01 and possesses the minimum license qualifications. Additionally, any employee who has worked for the Employer for

six (6) months or more shall establish a Mate's seniority date as of the day on which the employee presents the Mate's license to the Employer and meets all license qualifications.

20.07 Posting of Seniority Rosters

The Union shall revise the Deck Officers', Masters', and Mates' Seniority Rosters in January of each year, based upon information supplied by the Employer, and the Employer shall then promptly post the three (3) revised seniority rosters in a place easily accessible to the Deck Officers affected thereby.

20.08 Protest of Seniority Rosters

All Seniority Rosters shall be subject to protest by written notification to the Delegate Committee of the Union, consisting of not less than five (5) members to be elected by the membership of the Union, and who shall be responsible for the preliminary adjudication of all seniority disputes, under the provisions of this Agreement relating to disputes Rule 22, provided, however, that no protest of Seniority Roster, except for the correction of a typographical error, shall be commenced more than ninety (90) days after the facts and circumstances giving rise to the protest actually become known or, in the exercise of reasonable care, should have become known, to the Deck Officer affected.

20.09 Union and Management Positions

Any Deck Officer, who maintains good standing, and has established seniority when elected or appointed to a full-time Union position, or when transferred to a position in Management, shall retain his/her seniority status throughout his/her term, or terms, of office, or throughout his/her employment in Management. When returning to the fleet and remaining in good standing with the MM&P, a Deck Officer will have the absolute right to exercise a bump by seniority in selecting an assignment.

20.10 Deck Officers of Acquired Systems

All Deck Officers employed by another ferry system which is acquired and operated by the State of Washington shall be retained in their employment by the State, provided they are qualified, and shall retain their seniority rights acquired in the routes of the system in which they were employed prior to the date of acquisition; and, in addition, shall acquire seniority within the Washington State Ferry System either as of the date of acquisition, in the event that they possess a license on that date which bears pilotage endorsements for all routes operated by the WSF, as defined in Rule 20.01, or as of the date that they acquire such a license, whichever shall last occur. Such Deck Officers will thereafter carry seniority on the applicable Seniority Rosters showing their seniority in each system; provided, however, that any such Deck Officer who requests a transfer from any vessel or position in the acquired system to any vessel in the acquiring system, shall thereafter surrender the Deck Officer's seniority in the acquired system.

20.11 Rejected Requests

In the event that the Employer believes any Deck Officer to be unqualified for a position on which such Deck Officer has submitted a request, the Employer may reject such Deck Officer's request if, and only if, the Employer promptly notifies both the Union and the Deck Officer involved, in writing, of the rejection and of each and every reason relied upon by the Employer in rejecting the request. No such request may be rejected without sufficient cause. Any Deck Officer whose request is so rejected shall have the right to protest such rejection under the dispute provisions of this Agreement (Rule 22). In the event that the rejection is finally determined to have been without sufficient cause, such Deck Officer shall immediately be accepted for the position from which the Deck Officer was rejected, and reimbursed for any wages the Deck Officer may have lost due to such rejection.

20.12 Refusal of Promotion

Any Deck Officer shall have the right to turn down any promotion without loss of seniority. In the event that any job(s) remain unfilled, the least senior Deck Officer with the minimum qualifications, will be assigned, without right of refusal. This Rule does not apply to jobs bid and awarded through the Job Bid Addendum of this Agreement, except when no qualified Deck Officer has bid for the open position(s).

20.13 Extra Relief Positions

The Employer shall fill all Extra Relief Positions only with an Extra Relief Deck Officer and, in so doing, the Employer shall be strictly and absolutely governed by seniority, and shall be required to fill each Extra Relief Position opening with the most senior Extra Relief Deck Officer possessing the minimum license qualifications for the available Extra Relief Position opening.

20.14 Elimination of Position

Whenever a regular, Vacation relief, or regular relief position is eliminated, the Deck Officer displaced thereby shall have the absolute right to exercise the Deck Officer's seniority in selecting a new assignment of the Deck Officer's choosing, thereby displacing a less senior Deck Officer; and any Deck Officer himself/herself displaced by such an exercise of seniority, shall have the same absolute right to so exercise the Deck Officer's seniority in displacing other less senior Deck Officers; and whenever an extended temporary or temporary position is eliminated, the Deck Officer displaced thereby shall have the absolute right to return to the position or assignment from which the Deck Officer was promoted or transferred to the extended temporary or temporary position which is being eliminated, thereby displacing the Deck Officer then occupying such assignment.

20.15 Relinquishment of Changed Position

Whenever a regular position has been significantly changed from its original description, it may be relinquished by the Deck Officer or Deck Officers working the position; each such Deck Officer may within thirty (30) days exercise

seniority in accordance with the provisions of Rule 20.16. For purposes of this Rule, only the following shall be considered significant changes: a change in the vessel's relieving terminal; any change of more than three (3) hours in the daily work schedule; when one (1) or more assigned days off are changed on those shifts consisting of ten (10) consecutive work days; when one (1) or more assigned days off are changed on those shifts consisting of five (5) consecutive work days; and any change to or from a touring watch. Whenever a temporary or extended temporary position is completed, the Deck Officer completing such position shall have the absolute right to return to the last regular position or assignment from which the Deck Officer was promoted or transferred.

20.16 Pay Period Assignment of Deck Officers

The Employer shall dispatch to each vessel and the Union semi-monthly, a list of all Deck Officer's working regular, vacation relief, regular relief and extra/relief positions. Any Deck Officer who works seven (7) days or more in any given work period at a classification higher than the Deck Officer's regularly assigned classification, shall be paid for the entire eighty (80) hour work period at the rate of pay applicable to the highest classification worked by the Deck Officer during that work period. In the event that a Deck Officer is wrongfully bypassed by a less senior Deck Officer for such an assignment, the bypassed Deck Officer shall be paid the salary the Deck Officer would have received if the Deck Officer had not been so bypassed.

20.17 Chief Mate's Pay for Senior Second Mates

Any Chief Mate who, prior to the date of execution of this Agreement, has served as Chief Mate for a minimum of six thousand two hundred and forty (6,240) hours shall receive not less than Chief Mate's rate of pay when serving in the capacity of Second Mate, provided the Deck Officer possesses minimum license qualifications for all vessels and routes operated by the WSF, as defined in Rule 20.01.

20.18 Permanent Assignment as Second Mate

Any Deck Officer who has established seniority as a Deck Officer for not less than three (3) years may request, in writing, a permanent assignment as Second Mate at the Second Mate rate of pay; and such request shall be granted when not inconsistent with the conflicting seniority rights of more senior Deck Officers.

20.19 Service by Retired Deck Officers

Present or previously employed Deck Officers who retire in good standing from the Employer's service may, with the approval of Union and the Employer, obtain a summer temporary appointment not to exceed ninety (90) working days during the period May through September of each calendar year. The temporary appointment is contingent each year upon the Deck Officer providing, at the Deck Officer's expense, a current copy of the applicant's up-to-date license, a drug free certificate, and a medical certification of fitness for duty and completing an

orientation and refresher training as may be required by the Employer. The assignment of the retiree will be as follows:

- 20.19.01** Retirees shall work requested and assigned compensatory time only.
- 20.19.02** Retirees shall fill the specific job assignment of the Officer who has requested the compensatory time off, except with prior agreement between the MM&P Delegate Committee and WSF Management.
- 20.19.03** Retirees may be used on an emergency basis, only after a reasonable attempt has been made to dispatch any classification of Relief and Extra Relief Deck Officer and then Deck Officers on an “*overtime availability*” list.

An “emergency” is defined as a situation in which no qualified Deck Officers are available and a service disruption is imminent. Such occurrences will be fully documented and immediately forwarded to the MM&P union.

- 20.19.04** Retirees are allowed to come back at the Deck Officer classification they “retired” at or at a lower Deck Officer classification.

The MM&P Delegate Committee shall provide a list of available retired Deck Officers to WSF by May 1st of the year in which compensatory time is proposed to be used. WSF shall provide a status report documenting retiree assignments to the MM&P VP-UIG and each Delegate to the Committee via e-mail on a weekly basis. MM&P and the Employer agree that assignment of retirees does not provide any special rights or privileges. Upon returning, retirees will be made aware of this contract provision.

20.20 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, Deck 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.

20.20.01 Leave Time Associated With Sick Leave:

Leave forms for absences due to illness/injury or emergency situations as specified in Rule 20.20.03 shall be completed by the employee as soon as possible. Medical certification for absences of five (5) days or more for absences due to medical reasons is required if requested by the Employer. Per Rule 14.09, medical certification may also be required, when good cause exists to believe the employee is abusing

sick leave, for absences less than five (5) days. Sick leave shall be requested on the payroll timesheet.

20.20.02 Other Leave Time Defined and Approved in Advance:

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

20.20.03 Return from Leave:

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

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

20.20.04 No Accrual:

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

All employees on leave, except for those on leave associated with a positive drug or alcohol test, shall have the ability to bid while on leave.

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

An employee returning to full duty from an authorized leave of absence for less than forty-six (46) days will be reinstated to his/her former position which includes his/her shift, classification, and days off unless otherwise provided for by contract bidding requirements which occurred during the employee's absence which would indicate and qualify the employee for a different shift. When an employee is absent from work for a period of more than five (5) days, but less than forty-six (46) days for medical reasons, WSF may, at the sole discretion of the employer, require only a fit-for-duty slip from the employee's doctor supporting the employee's fitness to return to duty. The fit-for-duty slip should be sent to WSF as soon as possible after the period of absence, but must be received and processed by WSF Human Resources before the employee may return to work and the employer shall ensure that the employee is returned to work as soon as practicable.

20.20.06 Reinstate for Leaves Beyond Forty-five (45) Days:

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

A completed/signed Job Analysis Form will be accepted by WSF so long as the form was completed/signed within two (2) months of the employee's anticipated return date. The employee shall submit the completed/signed Job Analysis to WSF Human Resources in person, by fax, or by mail.

If the employee is ready to return to work as expected, the employee shall be returned to work within 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 employee meets the essential job functions, at noon on a Friday, the employee would be entitled to return to work by noon on the following Monday. WSF's failure to return an employee to work within twenty-four (24) hours shall be subject to the parties' grievance procedure.

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

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

20.20.07 Timely Return from Layoff:

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

20.20.08 Fit For Duty:

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

20.20.09 Leave Without Pay:

Leaves approved shall be compensated as approved and shall not be converted to leave without pay (LWOP) without management approval.

20.21 Tuition Costs

Upon written request and the approval of the Employer, whenever a Deck Officer listed on a seniority roster attends any class, seminar, course, school or institution for the purpose of upgrading or extending the Deck Officer's license or otherwise increasing the Deck Officer's qualifications as a Deck Officer, in any manner

which pertains to the operations of the Employer, the Employer shall pay all of such Deck Officer's tuition costs, and shall extend and pay the Deck Officer's wages, for up to ten (10) days in each instance, upon successful completion.

20.21.01 The Employer agrees to pay, as agreed upon by the Employer and the Deck Officer, up to eight (8) days, the cost of tuition and wages associated with the renewal of a radar license.

20.21.02 Effective upon the execution of this Agreement, the Employer shall pay the cost of physical examinations required at five (5) year intervals by the Coast Guard for license renewal. Such examinations shall be conducted by physicians designated by the Employer, and a copy of the examination report shall be furnished to the Employer.

20.21.03 WSF to work with MM&P to establish a training curriculum for Deck Officers.

20.22 Reduction and Increase in Personnel

In all reductions and increases of personnel, strict seniority shall govern absolutely. Whenever layoffs are necessary, the least senior Deck Officer shall be the first laid off; and whenever Deck Officers are called back to service, the most senior Deck Officer laid off shall be the first returned to work.

20.23 Investigation of Cause for Demotion

The Employer shall have the right to hold any Deck Officer out of service and to assign said Deck Officer to other related duties pending an investigation of causes for such Deck Officer's demotion and pending any hearings and appeals conducted pursuant to the dispute provisions of this Agreement (Rule 22) if, and only if, both the Union and the Deck Officer involved are immediately notified, in writing, of any such action, and the Deck Officer involved is paid all wages and benefits the Deck Officer would otherwise have received during the time necessary for the Employer to complete its investigation and determine what, if any, disciplinary action will be taken; provided, however, that if such Deck Officer is exonerated of the charges as a result of any such hearing or appeal, the Deck Officer shall immediately be reinstated to the Deck Officer's prior position without loss of seniority; shall be paid for all time lost in the amount which the Deck Officer would ordinarily have earned had the Deck Officer been continued in service during such period; shall have all documents pertaining to the specific incident removed from the Deck Officer's personnel file and all other records of the Employer immediately changed to reflect the disposition; and the incident shall not be used against the Deck Officer in any manner.

20.24 Demotions

In the event that a Master is put back to the classification of Mate due to a reduction of personnel, personal request, for cause, or for any other reason, the Deck Officer shall be entitled to the same position on the Mates' Seniority Roster

from which the Deck Officer was previously promoted; and the Employer shall immediately notify, in writing, both the Union and the Master involved, of the date of each such demotion.

20.25 Reinstatement of Demoted Deck Officers

When any Deck Officer is demoted for cause, and subsequently reinstated to the Deck Officer's previous classification, the Deck Officer's previous seniority date and the Deck Officer's position in such previous classification shall also be reinstated and remain unchanged.

20.26 Physical Exams

The Employer shall pay the costs of physical examinations as required by the Coast Guard, for license renewal at five (5) year intervals and for maintaining pilotage endorsements on an annual basis. Such examinations shall be conducted only by physicians designated by the Employer and solely for the purpose of license renewal and/or to maintain pilotage endorsement. It is the responsibility of all Deck Officers to ensure that their license and pilotage requirements are current and on file with the Employer.

20.27 Staff Master

The Staff Master classification scope of responsibility is delineated in a Staff Master Addendum E as part of the Agreement between the parties. The Staff Master shall be paid a premium of seven and two tenths percent (7.2%) above the Straight Time Master Rate. Conditions regarding the selection, probation, bidding, bumping, performance, compensation, Peer Review responsibilities and other conditions are covered in detail in the Addendum E. Substantial changes in responsibility are subject to negotiations.

RULE 21 – DISCIPLINE

21.01 Discipline for Cause

The Employer shall have the right to discipline any Deck Officer for cause, which shall be detailed and communicated in writing to both the Union and the Deck Officer involved.

21.02 Guidelines for Performance

The Employer shall prepare and disseminate to all Deck Officers a set of guidelines specifying rules of conduct and areas of responsibility for Deck Officers, which may be modified at the Employer's discretion from time to time. Such guidelines shall list causes for termination, demotion and suspension.

21.03 Investigation of Cause for Discipline

The Employer shall have the right to hold any Deck Officer out of service on paid administrative leave pending an investigation of possible basis for disciplining such Deck Officer and pending any hearings and appeals conducted pursuant to the dispute provisions of this Agreement (Rule 22), if both the Union and the

Deck Officer involved are promptly notified, in writing, of any such action. If such a Deck Officer is exonerated of the charges as a result of any such hearing or appeal, the Deck Officer shall immediately be reinstated to the Deck Officer's prior position without loss of seniority; shall be paid for all time lost in the amount which the Deck Officer would ordinarily have earned had the Deck Officer been continued in the service during such period; shall have all documents pertaining to the specific incident removed from the Deck Officer's personnel file and all other records of the Employer immediately changed to reflect the disposition; and the incident shall not be used against the Deck Officer in any manner.

21.04 Derogatory Documents

A Deck Officer shall be given a copy of all written censures, letters of reprimand, adverse reports, adverse performance evaluations, or other documents of an adverse or derogatory nature which are placed in such Deck Officer's personnel file. The Deck Officer may respond to such material, which response shall be placed in the Deck Officer's personnel file; or the Deck Officer may resort to the grievance procedure established by the provisions of this Agreement relating to disputes (Rule 22), and the eventual adjudication or resolution of the dispute shall also become a part of the Deck Officer's personnel record.

21.05 Absent Without Approved Leave

When an employee is absent from work for three (3) consecutive days and who is not on an approved leave may be disciplined up to and including termination. Absences due to illnesses, injury or due to emergency situations as specified in Rule 20.20.03 must be considered in determining just cause.

21.06 Voyage Data Recorders

Information obtained by means of the Voyage Data Recorder will not be used to initiate or pursue any disciplinary action against a Deck Officer, except in cases involving reportable Marine incidents or accidents as defined by WSF Safety Management System (SMS) policies or federal regulations.

Information obtained by the Voyage Data Recorder may be released as follows:

21.06.01 To a government agency as required by law,

21.06.02 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 party,

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

21.07 Video Monitoring/Security Equipment/Key Boxes

Information obtained by means of WSF Video Monitoring/Security Equipment/Key Box devices will not be used to initiate or pursue any disciplinary

action against a Deck Officer, except in cases involving reportable Marine incidents, or accidents.

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

21.07.01 To a government agency as required by law,

21.07.02 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 party,

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

21.08 Removal of Documents

Deck Officers must be provided with a copy of all material placed in their official personnel file related to their job performance. Material placed into the supervisor's working file related to job performance will be brought to the Deck Officers attention. The Deck Officer may provide a written rebuttal to any information in the file that the Deck Officer considers objectionable. All material placed in the Deck Officer's personnel file relating to misconduct will be removed when the Deck Officer has been exonerated of wrong doing. In all other cases, a Deck Officer may request that the Appointing Authority remove material one (1) year after issuance.

21.08.01 Written reprimands will be removed from the Deck Officer's personnel file after two (2) years if:

1. The Deck Officer submits a written request for its removal; and
2. There has been no subsequent discipline.

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

1. The Deck Officer submits a written request for its removal; and
2. Circumstances do not warrant a longer retention period; or
3. There has been no subsequent discipline of a similar nature.

21.08.03 Performance evaluations will be removed from the Deck Officer's personnel file after two (2) years if:

1. There have been no documented performance deficiencies in a subsequent performance evaluation; and
2. The Deck Officer submits a written request for its removal.

21.08.04 Nothing in this Section will prevent the Employer from agreeing to an earlier removal date.

RULE 22 - GRIEVANCE PROCEDURE

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

22.02 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

The Parties acknowledge that time limits are importance 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 22.03 A, below, will result in automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this Grievance Procedure may be submitted to the arbitrator for his or her determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance should include the following information:

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

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Consolidation

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

K. Bypass

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

L. Discipline

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

M. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this Rule are suspended. If the selected alternative method does not result in a

resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

22.03 Filing and Processing

A. Filing

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

B. Processing

Step 1 – Director of Operations or Designee:

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

Step 2 – Pre-Arbitration Review Meetings:

If the grievance is not resolved at Step 1, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM Labor Relations Office (OFM/LRO) representative with a copy to the agency's Human Resource Office within fifteen (15) days of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO representative or designee will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the OFM/LRO representative or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.
2. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO 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 OFM/LRO will notify the Union, in writing, of the results within ten (10) days of the conclusion of the pre-arbitration review meeting.

Step 3 – Arbitration

If the grievance is not resolved at Step 2, or the OFM/LRO 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 results of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled. However, by mutual agreement the parties may instead refer the dispute to the Marine Employees Commission 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 issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not have the authority to order the Employer to modify his or her staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement.
2. The arbitrator will hear evidence and arguments on and decide issues of arbitrability before the first 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 costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half 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.

RULE 23 - WORK STOPPAGE

23.01 During Term of Agreement

There shall be no strikes, lockouts or work stoppages during the term of this Agreement, or extension thereof, it being the intent of the parties that all controversies shall be settled amicably and harmoniously.

RULE 24 - MANAGEMENT PROVISIONS

24.01 Management of Business

Subject to the terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including the following: the right to adopt regulations regarding the appearance, dress, conduct of its employees, and to direct the work force consistent with work procedures as are necessary to maintain safety, efficiency, quality of service and the confidence of the traveling public that are not contrary to the terms and provisions of this Agreement.

24.02 Union Intercession

The Union reserves the right to intercede on behalf of any Deck Officer who feels aggrieved and the right to process a grievance on behalf of any such Deck Officer pursuant to the Grievance provisions of this Agreement (Rule 22).

24.03 Illegal Discrimination and Harassment

The Employer and the Union are committed to ending illegal discrimination and harassment in any and all forms. To this end, neither WSF nor the Union shall discriminate against any employee in any manner prohibited by law. When WSF is presented with circumstance which may require the reasonable accommodation

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

RULE 25 - SAVINGS PROVISIONS

25.01 Invalidity

If any Rule of this Agreement, or any Addenda thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Rule should be restrained by such tribunal, the remainder of this Agreement, and Addenda thereto, shall not be affected thereby and shall continue in full force and effect.

25.02 Replacement Provisions

In the event that any Rule of this Agreement, or any Addenda thereto, should be disposed of or rendered ineffective as discussed under Rule 25.01, the Union and the Employer shall immediately enter into collective bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement of such Rule.

RULE 26 - TERMS OF AGREEMENT

26.01 Duration

All provisions of this Agreement will become effective July 1, 2011, and remain in full force and effect through June 30, 2013.

26.02 Opening Period

In accordance with RCW 47.64 either party may request negotiations of a successor Agreement by giving written notification no later than September 1, 2011. Negotiations will begin at times mutually agreed upon by the parties.

ADDENDUM A – MEMORANDUM OF UNDERSTANDING

JOINT COUNCIL ON WORK SCHEDULE

The Parties recognize that watch schedule issues are of mutual concern with major implications for the Union, represented Deck Officers, and the Employer. The Parties also recognize that the complexities associated with watch schedules suggest that it is in the best interest of both Parties to meet and discuss issues related to watch schedules in a structured manner outside the collective bargaining context. The Parties therefore, within sixty (60) calendar days of the ratification of this agreement, will establish a Joint Council on Work Schedules to review current watch schedule issues.

The Council shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. The Council shall develop a meeting schedule and agenda. The Employer will pay union member representatives for eight (8) hours at the regular straight-time rate of pay for attendance at scheduled meetings of the Council. Committee meetings will be scheduled to allow time for travel within the eight (8) hour shift. Mileage will be paid. If the Employer extends the committee meeting time, then travel time will be paid as appropriate.

Within one hundred and twenty (120) days of its establishment, the Council shall prepare a report and recommendations to the Union and the Employer for consideration. The Parties shall meet within thirty (30) calendar days of the Council's submission to consider the report and to determine the feasibility of implementation of the Council's recommendations.

FOR THE EMPLOYER:

_____ Date _____

FOR THE INTERNATIONAL ORDER OF MASTERS, MATES, AND PILOTS,
LOCAL 6, PACIFIC MARITIME REGION UNITED INLAND GROUP:

_____ Date _____

ADDENDUM B – JOB BID PROCEDURE

The Job Bid Addendum will be used for filling permanent, temporary and extended temporary MM&P positions. The procedure, which is outlined below, is the result of a joint union and management effort, and will require the cooperation and support of all involved. The results of the new procedure will be jointly reviewed on an as-needed basis, and adjustments to the procedure will be made as required.

I GENERAL INFORMATION:

Each open job will be posted individually with a bid number, open date and closing date (see attached sample). The bid notices, and the bid forms will be available in the wheelhouse of each WSF vessel and in each terminal. After the job bids close a notice of the employee's who have been awarded a position will also be sent to the wheelhouse of each WSF vessel.

To further ensure that all employees are aware of job openings, and the awarding of the openings, a toll free number will be available. The phone number (1-800-292-8085) will list the positions open, the bid numbers and the date the bids open and close. This toll free number will also be used to list the employees awarded positions.

To be eligible to bid for a specific job the deck officer must appear on the Deck Officer's Seniority List, possess the minimum license qualifications for the position by the day and time that the job bid closes, and have all appropriate documentation, including license, endorsements and physical, on file in Human Resources.

The completed job bid form is to be sent to the Human Resources Department, Attn: "MM&P Job Bid." All bid forms will be date and time stamped as they are received in the Human Resources Department. In order for a job bid form (see attached sample) to be considered valid it:

- must be filled out completely
- must be received in the Human Resources Department before the closing date and time

Bids may be e-mailed (to the Bid Administrator's e-mail), mailed, hand-delivered, or faxed. The FAX number is 206-515-3489. Each employee bidding for a job may want to keep a copy of each completed bid form for their records.

New job postings will open the last Friday of a work period and will close at 5:00 PM on the following Thursday.

Cancellation of a job bid must be done in writing and received in the Human Resources Department prior to the closing date and time.

With this new procedure the only time that “right of refusal” will be allowed after the closing date and time will be if an error is discovered in job postings for either the shift start/stop time or the days off. In this case the employee awarded the job shall have the right to decline the job. If this occurs the job will be posted, with the corrections, with the next bid posting period.

II PERMANENT POSITIONS:

- After the closing date and time the bid forms will be reviewed by management and the open position will be awarded to the senior qualified bidder.
- The results of the bidding will be announced on the toll free job line and a notice will also be sent to the wheelhouse of each WSF vessel.
- Each employee awarded a new position will receive written notification indicating the effective date of the new assignment, which will generally be coordinated within the next work period.
- In the event that no one bids for a posted job (permanent, temporary or extended temporary) it will be filled by the least senior deck officer not presently holding a permanent assignment as set forth by the rules of the current MM&P contract.
- The goal is to fill the original open position within thirty (30) days.

III TEMPORARY AND EXTENDED TEMPORARY POSITIONS:

- After the closing date and time the bid forms will be reviewed by management and the open position will be awarded to the senior qualified bidder.
- The results of the bidding will be announced on the toll free job line and a notice will also be sent to the wheelhouse of each WSF vessel.
- Each employee awarded a new position will receive written notification indicating the effective date of the new assignment, which will generally be coordinated within the next work period.
- In the event that no one bids for a posted job (permanent, temporary or extended temporary) it will be filled by the least senior deck officer not presently holding a permanent assignment as set forth by the rules of the current MM&P contract.
- Employees may bid out of a temporary or extended temporary position by bidding for, and being awarded, either a temporary, extended temporary or permanent position.
- The goal is to fill the original open position within thirty (30) days.

IV SUMMER POSITIONS/ASSIGNMENTS:

Summer positions will continue to be filled using the system wide bid form.

ADDENDUM C – LABOR MANAGEMENT COMMITTEE PURPOSE

A labor-Management Committee (“Committee”) shall be formed for the express purpose of making recommendations on means to improve operating efficiencies and safety on vessels of the Washington State Ferry System (“WSF”) fleet.

To fulfill this purpose, the Committee may review all terms of the parties existing collective bargaining agreement and all WSF policies, procedures and practices affecting matters of operating efficiency and safety. The Committee may: 1.) recommend modifications to current policies, procedures and practices which are consistent with existing contract terms, or 2.) recommend modifications which are inconsistent with existing contract provisions but are consistent with recommended changes to the contract which may be proposed by the Committee.

Composition

The Committee consists of not more than three (3) members appointed by each party. Additionally, there may be one (1) alternate designated by and on behalf of each party. Alternate members may attend all meetings but may not act as Committee members except when replacing a standing Committee member.

By mutual agreement, the Committee may invite other individuals (e.g., subject matter experts) to attend and participate in Committee meetings. Each party may authorize not more than two (2) observers for any Committee meeting, provided that such observers are subject to compliance with all terms of these Bylaws. The Committee may also agree to exclude observers at any time.

Meetings will be co-chaired alternately by a WSF designee and a Union Representative, who shall be designated by the Vice President of the United Inland Group. A recording secretary may be provided for the purpose of preparing minutes of Committee meetings, but no verbatim recording of Committee meetings may be made.

Meeting Agendas and Reporting

Unless otherwise mutually agreed, each party may submit no more than two (2) issues to be placed on the Agenda for each meeting. Unless waived by mutual agreement, Agenda items are to be submitted to the Chairman at least three (3) working days before the next scheduled Committee meeting. The Chairman will cause a complete Agenda to be prepared and available to all members at least one (1) workday prior to each meeting. The Agenda will include a brief description of each item to be discussed.

Topics not on the Agenda will not normally be discussed, but may be placed on the following meeting’s Agenda. Emergency items may be added to the Agenda by mutual consent.

Discussion of Agenda items will be alternated. Topics of each meeting will be recorded as they are discussed.

Committee recommendations on any subject may be adopted by affirmative vote, upon the motion of any Committee member. Motions to adopt recommendations must include verbatim text of the recommendation under consideration.

Meeting Costs, Schedules and Locations

1. Each party shall be solely responsible for the expense of participation by its members, including, but not limited to, travel expenses and compensation, if any. The Union may request the Union Business Leave Bank to cover wages of its members.
2. The Committee shall meet at reasonable times and places as mutually agreed, but shall make every effort to meet [not less than] once every three (3) months.
3. Meetings will be limited to no more than four (4) hours in duration, unless otherwise mutually agreed.
4. Meetings will be held in state facilities, or in other mutually agreed upon facilities, which may be available at no cost to the parties.
5. Every attempt will be made to adhere to the meeting schedule, realizing that some flexibility is necessary.
6. The Committee shall have no power to contravene any provision of the parties' Agreement, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the parties' Agreement. Matters requiring contract modification shall not be implemented until a written Agreement has been executed.
7. The Committee shall forward written recommendation on modifications to the Agreement to the IOMM&P, UIG Vice President and the WSF Director. Recommendations made by the Committee will be considered during contract negotiations.
8. However, should the Committee reach mutual agreement on recommendations affecting contract provisions prior to July 1, 1997, the parties recognize that a Letter of Agreement may be negotiated.
9. The Committee will convene its review at the earliest mutually agreed upon date following the adoption of these Bylaws.

General Provisions

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

ADDENDUM D – SETTLEMENT AGREEMENT (TOP 5)

**SETTLEMENT AGREEMENT
BETWEEN**

**THE INTERNATIONAL ORGANIZATION OF MASTERS,
MATES AND PILOTS**

AND

WASHINGTON STATE FERRIES

IN FULL AND COMPLETE SETTLEMENT of the Grievance case scheduled for January 31, 2003, before Arbitrator John B. Coyle, FMCS No. 02-12788, the parties, the International Organization of Masters, Mates, and Pilots (IOMM&P) and Washington State Ferries (WSF), hereby agree as follows:

- A. To meet on a regular, but not less than quarterly, basis, to review the specific number of Extra Relief Deck Officers entitled to travel pay and mileage, as well as the number of additional Temporary and Extended Temporary Regular Relief Mate positions.
- B. That the number of additional positions shall be two additional Temporary Relief Mates and two Extended Temporary Relief Mates for the spring 2003 bid period in February 2003.
- C. That the number of Extra Relief Deck Officers entitled to travel pay and mileage shall be five for the spring 2003 bid period in February 2003.
- D. Expedited Arbitration. Should the parties fail to reach agreement regarding the number of additional Temporary and Extended Temporary Regular Relief Mate positions, or the number of Extra Relief Deck Officers, the dispute shall be resolved according to the following procedure:
 - (1) At the start of the meeting referenced in paragraph A above, the parties shall agree upon an arbitrator, or confirm that an arbitrator previously selected is acceptable to both parties.
 - (2) At the close of the meeting referenced in paragraph A above, either party may request arbitration if the parties have not been able to reach agreement.

- (3) After the request for arbitration has been made, either party may notify the arbitrator in writing that expedited arbitration is required regarding numbers on which agreement has not been reached.
- (4) The arbitrator shall notify the parties on the method for the parties presenting input orally and/or in writing.
- (5) Based upon the input of the parties, the arbitrator shall issue a written decision not later than three (3) business days after written notification has been received by the arbitrator. The decision shall specify the number of positions in each unresolved category.
- (6) It is the parties' mutual intent to agree upon numbers in each category to achieve the following result:
 - (a) Extra Relief Deck Officers shall not be regularly working as Deck Officers on a full-time or close to full-time basis. In no event shall the number of Extra Relief Deck Officers be less than five (5);
 - (b) Vacation Relief Deck Officers, Regular Relief Deck Officers, Temporary and Extended Temporary Regular Relief Mate positions shall be working on a full-time or close to full-time basis, and shall not be working atypical amounts of paid guaranteed time.

Any arbitrator's decision should be guided by the above principles.

- E. The intent of this Agreement is to clarify that any Deck Officer on any current IOMM&P seniority list and not presently assigned to any position is defined as an "Extra Relief Deck Officer." Of these, a specified limited number of "Extra Relief Deck Officers" shall be paid travel pay and mileage. Such specific limited number of Extra Relief Deck Officers shall be as determined by the provisions of this Agreement, but in no event shall be less than five (5).
- F. Each party shall pay one-half of any applicable fees to Arbitrator Coyle as per the agreement of the parties.

ADDENDUM E – STAFF MASTER

It is understood between the parties that this Staff Master Addendum has been negotiated to address the specifics of Staff Masters. The parties' intent is to address the Duties and Responsibilities as well as the Initial Selection Process for Staff Masters. Due to the unique nature of the Staff Master position, the parties acknowledge that there may be unforeseen issues or problems that may emerge or develop during implementation of this new position and hereby agree to meet as soon as possible, in order to address such issues or problems.

Staff Master responsibilities include the responsibilities of the Vessel Security Officer (VSO) which responsibilities are covered in the SMS procedures of WSF as part of WSF's Alternative Security Plan. Vessel Security Officers (VSOs) are responsible for ensuring the vessel-specific elements of the security plan are being carried out on each vessel. The scope of responsibilities includes, but is not limited to, the following: Safety Management System/WSF Policies and Procedures/Customer Service, Vessel Operations, Vessel Maintenance, Administrative Elements. The Staff Master through personal surveys of his/her assigned vessel and from information obtained from customers' comment forms or Management shall coordinate with the other Masters on the vessel to see that corrective action is taken to correct identified deficiencies. The Staff Master shall report to the Regional Port Captain, Masters who fail to require that corrective action is taken by their crew.

Duties and Responsibilities:

Safety Management System/WSF Policies & Procedures/Customer Service

- (1) Provide oversight to ensure the safety management system, WSF policies and procedures, and customer service documentation is maintained and current.
 - (2) Maintain the Master's Review Notebook and ship's papers, including training documentation.
 - (3) Provide oversight to assure the navigation charts (Notice to Mariners) are updated.
 - (4) Provide oversight to assure deck 3rd party documentation is current.
 - (5) Conduct the "Master's Review", which includes review of the safety management system and ship check walk through with the Staff Chief Engineer.
- (6) Assist the Safety System Manager/Designated Person and Port Captain(s) in preparation of the vessel for internal safety management system audits and conduct the semi-annual internal audit of the opposite route vessel.

- (7) Assist the Port Captain(s) closing of SMS non-conformity reports by recommending safety solutions.
- (8) Ensure that all vessel route watches fulfill the monthly training/drill logs for submittal to the Port Captain(s) office.

Vessel Operations

- (1) Coordinate deck maintenance area assignments, general tasks and special maintenance needs with other watches assigned to his/her vessel and the appropriate Port Captain(s).
 - (2) Assist the Port Captain(s) in development/modification of watch schedules.
 - (3) Develop and maintain a vessel deck inventory program.
 - (4) Assist the Port Captain(s) in development of the annual vessel non-labor budget and maintain oversight over the ordering of supplies and other non-labor expenditures.
 - (5) Assist the Port Captain(s) and work with the Staff Chief Engineer in preparation of deck side USCG annual inspections and attend the annual inspections in the shipyard.
- (6) Coordinate with other Staff Masters working the same class vessels to maintain standardization of equipment placement, equipment type, and operational procedures.
- (7) Identify and coordinate, with other WSF departments, the implementation of a short-term fix for vessel and route operational issues. Develop a recommendation for a final resolution and submit to the Port Captain(s).

Vessel Maintenance

- (1) Assist the Port Captain and work with the other vessel Masters and the Staff Chief Engineer to develop the annual deck maintenance/lay up priority list.
- (2) Review all vessel deck work requisitions and USCG 835's (except emergencies), follow up and close all completed work order requisitions, coordinating with the Staff Chief Engineer, Port Engineer(s) and Port Captain(s).
- (3) Attend and represent deck operations at annual lay up planning meetings.
- (4) Represent deck operations, shipboard, during annual Eagle Harbor and

commercial shipyard maintenance periods, and ensure the vessel is clean and shipshape prior to resumption of customer service operations.

- (5) Assist the Port Captain(s) in planning for all deck related vessel preservation project planning team for his/her vessel.
- (6) Coordinate with other Staff Masters working same class vessels to maintain standardization of operating procedures.

ADMINISTRATIVE ELEMENTS

- (1) Ensure that the vessel's monthly stores requisitions are submitted to the Port Captain(s) office two (2) weeks prior to the scheduled stores delivery date.
- (2) Ensure that a sufficient supply of linens is maintained at the tie-up terminal.
- (3) Ensure that all pay orders are submitted and mailed to the payroll office in a timely manner for payroll processing.
- (4) Ensure the proper sign off of vessel equipment inventories when his/her vessel is transferred from the route, and sign off of vessel equipment inventories when the vessel is returned.
- (5) Assist Port Captain(s) in responding to Customer Service complaints for his/her vessel, and take remedial action when necessary.
- (6) Assist Port Captain(s) in the investigation and recommend remedies for accident/injury claims.
- (7) Ensure that each watch conducts monthly safety meetings and report of same to the Port Captain(s) office.

Initial Selection Process for Staff Master

The Staff Master concept is based on a route and vessel assignment with one Staff Master per vessel who is initially selected through a seniority bid process. There are twenty-two (22) full time positions and two (2) seasonal positions. A one-time fleet wide system bid will be used to initially determine the Staff Master for each route and assignment. There will be no Permanent Staff Master assigned to a Relief Vessel. This bid will be conducted on the basis of a phone bumping bid. The senior Master bidding the route on the initial bid would be the Staff Master if the Master agrees. The Master will not be vulnerable to a bump from the Staff Master designation for a period of eighteen (18) months. If such Master declines the Staff Master position then the next senior Master on the route would be offered the opportunity and so forth.

Subsequent bidding after the initial bid due to any other contract requirement shall apply as following:

- (1) If the Staff Master on the initial bid chooses to leave the route he does not take the Staff Master designation with him. In the event another master bumps from an alternate vessel number/route displacing the Staff Master the bumping master does not obtain the Staff Master designation on that vessel number until the initial Staff Master has completed an eighteen (18) month term. The displaced Staff Master on that vessel number/route has the ability to bid to another watch on the same vessel number/route and retain the Staff Master status during the first eighteen (18) months of the Staff Master program.* After completing an eighteen (18) month term, the Staff Master is eligible to be bumped from his designation by a more senior master.

*Note: The one and only time the eighteenth (18th) month term guarantee is applicable is for the first initial bidding period, after the Staff Master program commences.

- (2) The Staff Master on the vessel number/route who bids to a different watch on the same vessel on the same route retains the designation of Staff Master.
- (3) If the Staff Master on the vessel number/route is bumped or vacates from the vessel number/route the Staff Master designation for that vessel number/route will be offered to the next senior Master on the vessel number route who has been permanently assigned to the vessel number/route. Should that Master decline the Staff Master position then it will be offered to the next senior Master permanently assigned to the vessel number/route and so on through the watches associated with that vessel number/route. In the event none of the permanently assigned Masters on the vessel number/route accept the Staff Master assignment then the least senior Master on the vessel number/route shall be designated the Staff Master for that vessel number/route.
- (4) If a Staff Master takes a temporary position that lasts for a period in excess of one (1) year, that Staff Master position becomes an open position and is available for bid as per bid procedures.
- (5) Whenever a Relief Master is assigned to a Staff Master position for a period of more than twenty (20) consecutive working days, and/or is required at any time by the Port Captain's Office to perform the Staff Master duties, the Relief shall be paid Staff Master rate of pay for the time/duties performed and the pay shall not be for less than eight (8) hours.

“Bumping”

No Super Seniority

- (1) Extended Temporary – Defaults to most senior Master on vessel. If most senior Master chooses not to take it then...and so on through the other permanent Masters on the vessel then...it defaults to the extended temporary position, (who is bidding with the knowledge that they may be filling the Staff Master position.)
- (2) If person filling the “Extended Temporary” position is deemed the Staff Master, but refuses to take on the additional responsibilities – that person will be removed from the Extended Temporary assignment and returned to their permanent position – after review/resolution by the Peer Review Committee.
- (3) In the event a Staff Master takes a LOA / or takes any long term leave voluntarily, he/she shall be paid at the Master’s rate of pay.

In the event a Staff Master is in Medical Leave/FMLA he/she will be paid at the Staff Master rate for ninety (90) continuous days, i.e. sixty (60) working days. If this leave extends for more than ninety (90) days, then he/she shall be paid at the Master’s rate of pay.

When a Staff Master is on approved leave, i.e. sick, vacation, comp time, then he/she shall be compensated at the Staff Master rate of pay.

Compensation

- (1) Staff Master will be paid travel time and mileage as per Schedule “A”, when they are required to travel from their home port.
- (2) If the Staff Master is called at home on time off by the Port Captain – compensation will be paid at overtime in fifteen (15) minute increments.
- (3) If a Staff Master is required by the Port Captain to call another Master on their “time off” – that Master shall be paid at overtime in fifteen (15) minute increments.
- (4) Any Master called by the Staff Master at the direction of the Port Captain, that master shall be paid overtime in fifteen (15) minute increments.

Performance

- (1) A Staff Master shall serve an initial probationary period of six (6) months.

Staff Masters shall be evaluated at the conclusion of their six (6) month probationary period. Any Staff Master that does not meet the Peer Review

Committee's acceptable standards will remain on probation for another six (6) month period. If acceptable standards have not been met at the end of the second six (6) month probationary period, a final six (6) month probationary period will be granted. A Staff Master who fails to meet the final Peer Review Committee's acceptable standards will be removed from the Staff Master designation.

The Staff Master, after successfully completing their six (6) month probationary period, will be considered a Staff Master in good standing, and will be evaluated henceforth at the annual audit.

If poor performance exists prior to the six (6) months probationary period, an emergency meeting may be held by the Peer Review Committee to inform the Staff Master that he/she needs to improve performance.

After reviewing the facts, the Peer Review Committee may meet with the Staff Master and inform the employee of the areas they need to improve and will have ninety (90) days to improve his/her performance.

Staff Master's are subject to the Peer Review Committee at any time to review performance.

- (2) If the Peer Review Committee deadlocks on whether a Staff Master should be removed from their Staff Master designation, the Director of Operations shall make the final decision, and the decision shall be subject to the Grievance procedure.
 - (a) If a Staff Master is removed for cause by the Peer Review Committee, he/she will not be eligible to perform Staff Master duties for the period of five (5) years.
 - (b) If a Staff Master voluntarily removes himself/herself from the Staff Master position there is no penalty, he/she retains all rights, and is eligible to rebid any Staff Master position that becomes vacant in the future.
- (3) Peer Review Committee – Three (3) MM&P / Three (3) WSF Management Peer Review Committee paid by WSF, including travel time and mileage where applicable.

ADDENDUM F - APPLICATION OF LIMITED TOUR WATCH MODIFICATION

**LETTER OF UNDERSTANDING
BETWEEN
WASHINGTON STATE FERRIES
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS
PACIFIC MARITIME REGION, LOCAL 6**

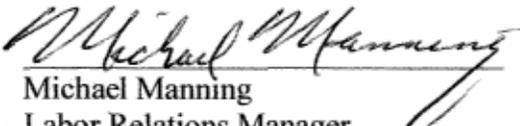
This Letter of Understanding is entered into by the parties to agree that the MM&P shall waive the specific language in rule 8.04 requiring that, "No tour may exceed a period of twenty-four (24)..." by amending to read "...twenty-seven (27)..." This specific waiver is temporary and only applies to the following watch schedules beginning March 21, 2004 and the waiver Agreement shall end at midnight on June 12, 2004:

Fauntleroy/Vashon/Southworth E Watch
Fauntleroy/Vashon/Southworth F Watch
Fauntleroy/Vashon/Southworth G Watch

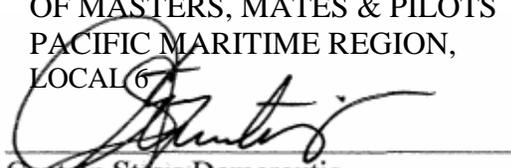
It is clearly understood between the parties this agreement does not set or imply precedent for future scheduling.

Signed this 3rd day of January, 2004.

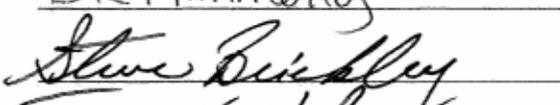
WASHINGTON STATE FERRIES

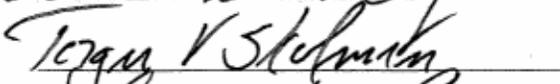

Michael Manning
Labor Relations Manager

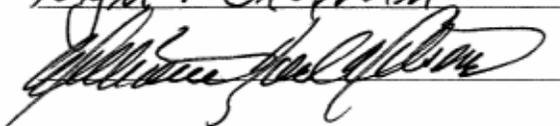
INTERNATIONAL ORGANIZATION
OF MASTERS, MATES & PILOTS
PACIFIC MARITIME REGION,
LOCAL 6


Captain Steve Demeroutis
Vice President


DR Kimmerly


Steve Buckley


Terrell V. Skelton


[unintelligible]

**ADDENDUM G – BIDDING/BUMPING ASSOCIATED WITH ELIMINATION
AND/OR CHANGE OF A POSITION**

**AGREEMENT
BETWEEN
WASHINGTON STATE FERRIES SYSTEM
AND
INTERNATIONAL ORGANIZATION OF THE MASTERS, MATES, & PILOTS
Revised December 2003**

Both parties enter into this Letter of Understanding in order to establish the process used when Deck Officer positions are eliminated or the regular position of a Deck Officer has changed as defined in section 20.14 of the contract.

The process will be referred to, as “bumping,” and the process will take place by phone call. The bumping process is for regular positions only and not for temporary positions.

Bidding halted: Prior to bumping taking place all regular bidding (permanent and temporary bidding) will be temporarily halted. Every effort will be made to continue the bidding as long as possible. Additionally all temporary positions will end with the date the schedule changes take place and/or the positions are eliminated. Once the bidding has been halted vacancies will be filled by Dispatch until regular bidding resumes.

Regular bidding resumes: Bidding will resume with the next bid cycle after the bumping has been completed unless there will be an Optional Bid. If an Optional Bid (see last section) will be necessary then bidding will resume with the bid cycle that begins 2 weeks and 2 days prior to the schedule changes and/or the positions are eliminated. *The first round of temporary bidding after bumping or the Optional Bid will be by the Temporary Bid Preference Form (multiple page form), and will fill the original temporary vacancy(s), any resulting vacancy(s), along with any other temporary vacancy(s) the Bid Administrator becomes aware of by the bid closing date.* This will allow Deck Officer(s) in temporary positions a chance to re-bid the positions and if awarded the same positions would not have to move at the beginning of the new schedule. *Any temporary vacancy(s) that become available after this first round of temporary vacancies will be filled with the standard non-domino one page bid form.*

The Phone Calling: A time-line will be distributed to all Deck Officers assigned to regular positions; the timeline will indicate the dates that the bumping by phone call will take place.

The following items will be distributed to all Deck Officers prior to the bumping by phone calling:

- Master and Mate Seniority lists
- New Deck and Sailing Schedules

- Route List or Status Report reflecting regular assignments
- Bumping and bidding time-line

It is important that all Deck Officers below the senior Deck Officer to be called, are available by phone on the assigned days. Even if your schedule has been changed, and you like the change, you must be prepared for a phone call in case someone with more seniority bumps you.

Deck Officers may not bump into a vacant position. All vacant positions must be available for all Deck Officers to bid based on seniority. Deck Officers may not bump into a temporary position. A Mate is able to bump into a Master position and a Master may bump into a Mate position, based on seniority.

A WSF/MMP team consisting of at least two representatives from WSF management and two representatives from the MM&P delegate committee will conduct the bumping by phone calling. The bumping by phone calling will begin on the first assigned day by calling the most senior Master whose position will be eliminated or changed. The WSF/MMP team will ask each Deck Officer contacted for his/her bumping decision.

The phone calling will proceed through the seniority list, in seniority order, until all Masters affected have been contacted. The affected group will include the Master(s) whose position(s) will be eliminated, changed per the contract definition or a more senior Master has bumped another Master or Mate. After all affected Masters have been contacted the same process will begin for the Mates.

Deck Officers contacted may chose to go to extra relief and if so will be told the following: the “top 5” of the extra relief receive travel time and mileage, but do not receive guaranteed 80 hours and will most likely not receive 80 hours, and that the relief employees receive assignments before the “top 5”.

In order to complete the bumping by phone calling in a timely manner, and reduce the time Deck Officers must be available by the phone, all Deck Officers who may be affected must be available for a phone call. Once a Deck Officer has been called he or she will have a maximum of 15 minutes to declare his or her bumping choice.

Extra time will not be given to any Deck Officer except in the case of a Deck Officer going to or from work or being at work and temporarily unavailable by phone.

If a Deck Officer announces to the WSF/MMP team that he/she would like the option of working the changed position for 30 days per contract section 20.15 the Deck Officer will have 30 days from the time he/she begins the changed schedule to request another round of bumping. If the Deck Officer decides to bump then he/she must send a written request to the WSF/MMP team representatives, within the 30 days, requesting that another round of bumping take place. If more than one Deck Officer chooses this option the WSF/MMP team will wait the entire 30 days before beginning another round of bumping in order to combine the multiple bumping requests.

Unavailable Deck Officers. Any deck officer who may be affected by the schedule changes or bumping and will be out of town and unable to leave a contact phone number where he/she can be reached during the phone calling time period, must send written notification to both WSF and MM&P listing their watches choices in preference order. Send written notification of your preferences to both WSF, Attn: Kathleen Flynn Mahaffey and MM&P, Attn: Delegate Committee. The written notifications must be received no later than the day before the bumping by phone calling begins.

If a Deck Officer is not available by phone on the assigned days, and has not submitted written preferences, the following will apply:

- If Deck Officer has a schedule change but has not been bumped then the Deck Officer will stay in his/her current position. A message informing the Deck Officer of this will be left on the Deck Officers voicemail if possible.
- If Deck Officer has been bumped or his/her position has been eliminated then the employee will not be given a permanent assignment and will be assigned to extra relief. A message informing the Deck Officer of this will be left on the Deck Officers voicemail if possible.

Optional Bid Form. If there is at least one regular position left vacant after the bumping has been completed an Optional bid will take place. The Optional Bid Form will be a bid preference form and will be used to fill the original vacancy(s) and the domino vacancy(s), including any vacancy(s) that the bid administrator becomes aware of by the bid closing date. The Optional bid will be open for seven (7) days.

If an Optional Bid is necessary then bidding will resume with the bid cycle that begins 2 weeks and 2 days prior to the schedule changes and/or the positions are eliminated *If there are temporary vacancies after the bumping or Optional Bid then the first round of temporary bidding after the bumping or Optional Bid will be by a Temporary Bid Preference Form (multiple page form), valid for the one bid posting. The Temporary Bid Preference Form will be used to fill the original temporary vacancy(s), any resulting vacancy(s) along with any other temporary vacancy(s) the Bid Administrator becomes aware of by the bid closing date. This will allow Deck Officer(s) in temporary positions a chance to re-bid the positions and if awarded the same positions would not have to move at the beginning of the new schedule. Any temporary vacancy(s) that become available after this first round of temporary vacancies will be filled with the standard non-domino one page bid form.*

ADDENDUM H – PIER 50-52 PARKING

Parking: If changes are to be made at Piers 50-52 regarding parking then the parties will open the agreement only to negotiate parking considerations.

ADDENDUM I

MEMORANDUM OF UNDERSTANDING REGARDING EARLY RELIEVING PROCEDURES

The Washington State Department of Transportation, Ferries Division (WSF) and the International Organization of Masters, Mates, & Pilots United Inland Group (MM&P) enter into the following Memorandum of Understanding (MOU) clarifying the early relieving by employees. Nothing in this MOU may be used in any proceeding to otherwise amend or modify the Collective Bargaining Agreement.

1. Employees may be properly relieved prior to the end of their scheduled watch and at a terminal other than the terminal where they began the duties.
2. The Master shall know the work status of all watch-standers. Employees requesting to be relieved early shall inform the Master of their request. The Master retains the authority to deny any requests for early relief of any of their assigned crew.
3. Any agreement between employees to relieve early or be relieved early shall not violate the CBA manning levels.
4. Any agreement between employees to relieve early or be relieved early shall not be subject to grievance process.
5. Relief of Master shall only be by the oncoming assigned Master.
6. The early relieving of an employee shall comply with SMS crew dispatch qualifications and procedures.
7. The early relieving of an employee shall comply with USCG crew endurance standards. (No violation of the 12 in 24 Rule)
8. The ships log and the employees' time sheets shall document accurately any relief, to relieve early or to be relieved early.
9. Employees shall be compensated for only those hours of the watch they are scheduled whether relieved early or relieving early. (*Example 1*)
10. Overtime shall be paid only for the time actually worked beyond employee's scheduled shift whether relieved early or relieving early. (*Examples 2 and 3*)
11. Relief employees relieved early at a terminal other than the assigned relieving terminal shall be paid Travel Time from that Terminal to the Reliefs home terminal according to Schedule A. (This Rule does not increase the cap that is either negotiated or arbitrated for Relief LDO's). (*Example 4*)

Example 1

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

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

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

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

Example 2

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

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

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

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

Example 3

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

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

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

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

Example 4

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

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

Employee A is relieved early by employee B in Seattle.

Employee A shall be paid for eight straight time hours and would be paid Travel Time from Seattle to their Home Terminal according to Schedule A.
Employee B shall be paid for eight (8) straight time hours.

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

_____/s/
Jerry Holder
OFM/LRO

_____/s/
George Capacci
WSF

_____/s/
Leah Maurseth
WSF/DOT

_____/s/
Captain Tim Saffle
MM&P

ADDENDUM J

REGARDING THE USE OF COMPENSATORY TIME OFF DURING CERTAIN HOLIDAYS.

On or about November 1st of each year, WSF will make available six (6) slots for compensatory time off requests for each classification (master/mate) that may be granted for Thanksgiving Day and/or the day before Christmas and Christmas day for the following year. This information will be forwarded to the Union and notification sent to all employees.

A Regular Deck Officer desiring to use accumulated compensatory time off for Thanksgiving day and/or the day before Christmas and Christmas day must submit a written request to WSF on or before November 16th, indicating the desired compensatory day(s) off. Requests received after November 16th, will not be considered.

The Union Delegate Committee will conduct a lottery to select which written requests will be granted for each of the specific day(s). Alternate requests will also be determined, by lot. In the event an employee who was granted a request and is unable to take such granted compensatory time off or a change has occurred such that the awarded compensatory time off falls on the employees' scheduled day(s) off and/or free day(s).

The Union will notify The WSF of the results of the lottery selections.

The WSF will verify employees' eligibility of the lottery results and notify the Union and employees of the granted requests and alternate requests.

Employees must have or will have enough accumulated compensatory time off to be considered for the selection process. In the event an employee does not have accumulated compensatory time off two weeks prior to any of the granted day(s) such days will be cancelled and the alternate employee will be awarded the time off.

ADDENDUM K

The Masters, Mates and Pilots (Union) and the State of Washington (Employer) mutually agree to implement a Seniority Dispatch Program (Program) for Relief's to select positions/shifts by seniority as follows:

1. Eliminate Vacation Relief positions; all Reliefs shall become Regular Relief's
2. All Reliefs will choose assignments by seniority.
3. All Relief's shall be available and qualified to work all assignments and routes or forfeit their guarantee time.
4. All job selections or assignments by Relief's during the initial selection process and day to day dispatching shall be paid at the applicable assignment pay rate per classification , plus mileage in accordance with Schedule A. Sick leave, Vacation leave and Compensatory leave will all be paid at the applicable base rate of pay. (Friday Harbor Exception: Reliefs will receive an additional \$50.00 round trip for stipend pay when working the Inter Island vessel should that vessel commence out of Friday Harbor. The parties agree that no LDO can compound the stipend pay or travel and be paid round trip to each half of a tour on the Friday Harbor Tie-up Vessel. (An addendum will be added to schedule A. Travel time for Anacortes to Friday Harbor is at 2 ½ hours. It is further agreed that Friday Harbor and/or Inter Island home ported employees will not receive any stipend pay.
5. All reliefs with job selections on a route where service is unavailable as per the Krebs arbitration award, or for a morning shift with no vessel service on the route or adjacent route for a relief to get to or from an assignment, Reliefs may elect to drive around and be paid mileage, point to point, as per schedule A.
6. If a Relief is assigned because of special pilotage needs (boat moves or sea trials) and is required to go to a port of embarkation other than established WSF terminals, travel time will be paid per schedule A, at the applicable base rate of pay. (An addendum will be added to schedule A listing all known destinations utilized by WSF not listed on Schedule A. Mapquest, shortest and quickest search sets will be used, average of the two will be the agreed upon distance and time.)
7. Job offers will be e-mailed to reliefs and the Union prior to the job call. (Version 1 will be emailed on Saturday with a supplemental version emailed on Wednesday.) Assignment selections will commence on Wednesday of the week prior to the work cycle and will be completed by Saturday. Final selections shall be emailed to all reliefs and the Union, prior to the start of the work cycle or when the initial selection process has been completed.

8. Job Selections will start with the most senior Relief Master filling all Master openings, and then the most senior Relief Mate, working down the list by seniority until all assignments are taken or everyone has been offered the available choices.

Relief LDO's that have selected seventy-six (76) to eighty-four (84) hours of work have fulfilled their obligation to work in that work cycle. Relief LDO's who have selected between (76 and 79) hours have the right to refuse additional assignments. Overtime incurred in the application of this rule is not in violation of the overtime list (9.04.01) of the general CBA.

9. If a Relief does not select an available assignment and assignments are unfilled after initial selection, Relief's shall be dispatched from the bottom of the seniority list upward to fill any remaining assignments and travel time shall be paid consistent with section 4 of this Agreement. The least Senior Relief will choose a remaining assignment. If multiple openings exist the next relief on the list will choose one of the remaining assignments. This practice would continue moving from the bottom in an upward direction until all assignments are filled. Relief Masters and Mates who were assigned by this rule and the job assignment travel time is more than three (3) hours round trip as described in schedule A may choose to call dispatch daily to request reassignment. At the request of these reliefs, Dispatch may reassign by seniority, only when there is a need to promote or pay overtime to cover the open assignment on an assigned day and there is a minimum of 12 hours prior to the start of either assignment. Reassigned days shall not alter any previously selected assignments.
10. If 76 to 84 hours are not selected or insufficient work is available, day to day dispatching of incoming assignments will be offered by seniority to Reliefs available on that day. When called, a Relief may turn down the job offer, as long as there is a less senior Relief available for that job assignment. The least senior Relief must take the job assignment. Relief employees who have selected less than seventy-six (76) hours in a work cycle may be offered any assignment that totals 76 to 84 hours worked. When an assignment is offered where the total hours worked in this situation exceeds eighty-four hours it may be rejected without penalty. However, Relief Employees may elect to accept offered assignments that exceed the eighty-four hour threshold. Any relief who has not reached 76 hours is subject to assignment up to 84 hours as outlined in this agreement.
11. Relief Masters and Mates who were assigned by Section 9 and 10 of this agreement and the job assignment travel time is more than three (3) hours round trip as described in schedule A may choose to call dispatch daily to request reassignment. At the request of these reliefs, Dispatch may reassign by seniority, only when there is a need to promote or pay overtime to cover the open assignment on an assigned day and there is a minimum of 12 hours prior to the start of either assignment. Reassigned days shall not alter any previously selected assignments.

12. Once compensatory time has been approved, employees may only cancel the request if the request to cancel is made prior to the Relief job selections for the work cycle, the compensatory day falls. If a Relief selects job assignments and has 80 hours without using scheduled compensatory time it will not be deemed necessary to use or cancel compensatory time before job selections start.
13. Touring watches shall not be broken up for selecting purposes.
14. Prior to the start of each season, immediately following the procedure set forth in Addendum G of the MM&P Collective Bargaining Agreement, the Relief Deck Officers shall bid on Free Days set forth in Rule 8.08. LDO's assigned as Relief Master and Relief Mate for the season, whether it is a permanent or temporary assignment, shall fill out a Free Day Bid Form and return it to the Bid Administrator. The free days will be assigned on a seniority basis.
 - A. If a temporary Relief Deck Officers vacates their assignment at anytime during the season, the LDO that wins the bid for that position will assume the same free days as the ones held by the LDO that vacated the assignment. The parties agree that a Relief Deck Officer cannot bid to another Relief position in the same classification in order to change free days.
 - B. If an additional Relief Deck Officer assignment is created by mutual agreement between WSF and MM&P at anytime during the season, then WSF may select the free days for that position based on business needs.
 - C. When bidding the temporary assignments associated with sections A and B above, the free days assigned to that job shall be listed as part of the temporary bid notification by the Bid Administrator.
15. Once Relief LDO's have selected their shifts they cannot bump another Relief LDO out of his /her selection and cannot relinquish their pre-selected shifts for a different opening except to promote from Mate to Master.
16. Promotions for Extra Relief (top 5) shall be paid consistent with this Agreement.
17. WSF shall email to each delegate and the Union, on the first Monday following the work cycle copies of the On Call List for Regular Relief Masters and Mates which shall include actual assignments worked for each work cycle including AB to Mate, and Mate to Master

Job Assignments not included in Assignment Pay.

1. LDO's including Relief LDO's attending training classes will be paid the base hourly classification rate, and in addition will receive travel time and mileage per Schedule A.

Promotion of LDO's from the Mate to Master will be paid as at the base Master rate plus travel time and mileage per Schedule A.

Dispatching Rules:

1. During the initial selection process as detailed in Rule 8 of this agreement, Reliefs will be called in seniority order at all phone numbers known by WSF and in the case that a relief is at work will be called on the ships telephone and ships radio to make contact with the relief. The Relief LDO will have 30 minutes to return the phone call to dispatch to accept job assignments with the following exceptions, (working on the Seattle-Bremerton or Anacortes-San Juan-Sydney routes the Relief LDO will have 1 hour to return the call or if the Relief is in transit to or from work the dispatcher will allow 1 hour for the Relief to return the call.) If the Relief LDO does not return the call to dispatch in the timeframe listed in these rules, the dispatcher will move on to the next senior Relief LDO. When the Relief LDO who has not returned the phone call to dispatch in the timeframe listed above, does make contact with dispatch he will be offered all remaining jobs that are still remaining in the initial selection process.
2. During the day to day dispatching process the same timelines listed above will be in effect with the following exceptions:
 - Job assignments that are received by WSF Dispatch that are more than 24 hours from the time of the call to the Relief LDO, the Relief will have 2 hours to return the call to accept or reject the assignment. Once the job assignment has less than 24 hours the Relief LDO's will follow the timelines listed in # 1 above.
 - Job assignments that are received by WSF Dispatch that are less than 4 hours from the time of the call to the Relief LDO will have 15 minutes to return the call before moving on to the next senior Relief LDO.
 - Job assignments that are received by WSF Dispatch that are less than 2 hours from the time of the job, the call to the Relief LDO will be in seniority order to find the first available LDO.

(Note: In Rule 2 above, failure to return phone call in the timelines listed will not jeopardize a Reliefs claim to guaranteed time unless the Relief LDO's is the least senior Relief for the day of the job assignment.)

ADDENDUM L

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

**THE MASTERS, MATES AND PILOTS, PACIFIC MARITIME REGION,
UNITED INLAND GROUP – LICENSED DECK OFFICERS**

The Employer and the Union share the view that there should be no loss of retirement benefits in any state defined benefit retirement plan because of compensation foregone by three percent (3%) compensation reduction under Rule 11 of the parties' collective bargaining agreement. The Employer and the Union acknowledge that a statutory change is required to protect such forgone compensation. The Employer and the Union agree to work with the legislature to effect a statutory change.

March 4, 2011

For the Employer:

For the Union:

_____/s/
Diane Leigh

_____/s/
Captain Tim Saffle

_____/s/
David Mosely

ADDENDUM M

MEMORANDUM OF UNDERSTANDING REGARDING TRAINER POSITIONS

The Washington State Department of Transportation, Ferries Division and the International Organization of Masters, Mates, & Pilots United Inland Group enter into the following Memorandum of Understanding regarding Licensed Deck Officer's (LDO's) Trainer positions.

Washington State Ferries (WSF) and the International Organization of Masters, Mates and Pilots (MM&P), recognize that LDO's have acquired and possess specialized skills that are of great value in the operations of WSF. To preserve this knowledge and these skills within WSF and also pass down educationally these attributes to WSF's maritime employees within WSF's training program is in the best interest of both parties. In recognition of this accord, both parties recognize WSF may elect to utilize LDO's in training development/delivery. The selection of LDO's shall be consistent with Rule 4 of the Collective Bargaining Agreement.

The parties mutually agree to amend the Collective Bargaining Agreement as follows:

8.05 Removal From Regular Assignment

Whenever any Deck Officer is removed from the Deck Officer's regular assignment and temporarily assigned to a vessel on a different route, or if the Employer requires any Deck Officer to use the Deck Officer's private vehicle for travel between the Deck Officer's terminal of commencement and the Deck Officer's temporarily assigned terminal of commencement, each such Deck Officer shall receive travel pay and mileage for the distance between the regular Deck Officer's regular relieving terminal or the terminal nearest the Deck Officer's home, and the temporary relieving terminal, whichever is less, in accordance with Schedule A.

Travel time for training purposes will be computed using Schedule A, and compensated from the terminal closest to the employees' home to the terminal closest to the training location. Travel time and mileage from the terminal closest to the training location to the training facility will be paid.

To ensure reliability in training programs when LDO's are utilized as Trainer's, the MM&P agrees to not make recommendations discouraging or prohibiting any LDO's who have been selected and have agreed to participate in training programs from completing those assignments. WSF agrees that personal circumstances could develop that may inhibit the ability of individual trainers from completing their training assignment and these situations will be fairly dealt with on an individual basis as they arise.

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

9.04.01 Overtime Availability Lists

Deck Officers desiring to work overtime, on their days off, shall submit a completed Overtime Availability Form, and shall be listed on one (1) list only, dependent on their current assignment. When the Employer is required to fill an assignment utilizing overtime, that position shall be filled using the Master/Mate Overtime Availability List. The Overtime Availability List provides a fair and equitable distribution of overtime among Deck Officers holding a permanent, temporary or extended temporary position. Deck Officers shall be utilized for overtime only in the routes/vessels as per their completed Overtime Availability Form. After the initial start based on seniority, then the Employer shall utilize a system that rotates a Deck Officer to the bottom of the Overtime Availability List once that Deck Officer has accepted or refused an overtime offer. The Employer shall not be precluded from using any Deck Officer in the event of an imminent service disruption. Break-in shall not be granted for purposes of expanding a Deck Officer's route/vessel availability for overtime.

LDO's who work overtime, on their days off, as part of training assignments, shall go to the bottom of the Overtime Availability List and shall be utilized for overtime in accordance with the provisions of this rule.

Mutually agreed to on this 2nd day of June, 2011.

Jerry Holder
OFM/LRO

George Capacci
WSF

Leah Maurseth
WSF/DOT

Captain Tim Saffle
MM&P

ADDENDUM N

Due to legislative amendments to RCW 41.80.020 and RCW 47.64.270, the coalition agreement on health care benefits is a separate agreement and is not included as part of the 2011-2013 master collective bargaining agreement. For ease of reference, the coalition health care agreement is reprinted below.

HEALTH BENEFITS AGREEMENT BY AND BETWEEN THE STATE OF WASHINGTON AND THE COALITION OF UNIONS¹

HEALTH CARE BENEFITS AMOUNTS

- 1.01** The Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2012 and calendar year 2013, respectively. The projected health care premium is the weighted average across all plans, across all tiers. The Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance) in effect for calendar year 2011 will be maintained for the 2011-2013 biennium.
- 1.02** The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- 1.03 Wellness**
To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

¹ The Coalition of Unions comprises all exclusive bargaining representatives subject to RCW 41.80 and RCW 47.64.

ADDENDUM O

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS OFFICE
(OFM/LRO)
AND
WASHINGTON STATE FERRIES (WSF)
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
(MM&P)**

Top 5 Mates MM&P

The Rules below apply to all Extra Relief Mates who are in the Top 5 who are not working as an OS or AB in an extended temporary or permanent position for WSF.

A. Free Days

MM&P Top 5 Mates shall bid, by seniority, two (2) consecutive free days per week; open free days to be bid will be designated by the WSF, which will be repeated every week on the same consecutive days. A Mate who chooses to observe all free days for the work period may notify the WSF Dispatch Coordinator for MM&P on the Wednesday prior to a new work period. By exercising this option, Dispatch will not be required to call the employee to work on their free days during the work period in which free days are claimed.

B. Refusal of Work

1. Dispatch must give the Top 5 Mates thirty (30) minutes to respond to a call from Dispatch between the hours of 7 AM to 7 PM before marking the Mate as failing to respond, which shall constitute a refusal of offered work, unless the Mate accepts a shift later in that work day.
2. If a Mate is working onboard a vessel, Dispatch will contact the vessel and the Captain shall direct the Mate to contact Dispatch within one (1) hour. If the Mate fails to return the call within one (1) hour the employee shall be considered unavailable and that shall constitute a refusal of work.
3. Top 5 Mates may not refuse more than two (2) times within a work period.
4. Refusals shall not be made on consecutive days or allowed to be combined with the Top 5 Mate's free days, except once in every six (6) work periods, a Top 5 Mate may elect to combine their refusals with their free days.

- C. WSF will dispatch the Top 5 Mates by seniority after all Regular Relief Mates have made their selections and/or have been assigned for their seventy-six (76) to eighty (80) hours in the work period. In cases of emergency, where a position must be filled in order for WSF to maintain COI manning, WSF may assign the Top 5 Mates.
- D. Before offering a Top 5 Mate a job assignments, Dispatch shall inquire: “Are you available for work today?” The employee must either say: “yes” or “no” to this question before any job offers will be made. If a Top 5 Mate says: “no” due to illness, they must immediately inform the Dispatcher that they are ill. The Dispatcher shall enter this information as a sick leave day for the Mate in the dispatch log. If the Mate states they are available for work, they are expected to take the assignment(s), or Dispatch shall assign them.
1. If a Top 5 Mate rejects any assignment, or accepts only a fragment of a multiple day assignment, due to a conflict with a free day, then WSF shall offer the rejected assignment or the unassigned fragment to another employee.
 2. If a Top 5 Mate accepts or is assigned an assignment of forty (40) hours or more, then that Mate shall assume the day(s) off of the relieved employee in lieu of their free day(s).
 3. A Top 5 Mate may elect to accept or refuse any assignment that begins or ends on their free days. Dispatch shall not assign a Top 5 Mate on their free days except as in C. and D.2, above.

E. **Disciplinary Actions for Documented Refusals for Top 5 Mates**

The parties adopt the following additional sanction system for violations by a Top 5 Mate. The following sanctions are agreed to be “just cause” without need for consideration of mitigating circumstances. Violation of more than the “allowable” refusals in a work period shall result in the following sanctions:

1st violation = a verbal warning (conference call with the Union and Employer to the employee.)

2nd violation (within three (3) months of the first violation) = a written warning and loss of travel time and mileage for nine (9) months.

Any further violations = After the second violation, the employee will still be subject to the rules in this MOU. If there are any further violations within the next nine (9) months after the second violation, the employee will be subject to discipline in accordance with the code of conduct.

These rules are specifically for Top 5, and are not to be used for Regular Reliefs. The above rules do not constitute practice or precedent setting for future implementation for any Regular Relief Masters or Mates.

For the Union			For the Employer	
/s/	4/30/12		/s/	4/30/12
Tim Saffle	Date		Tina Peterson	Date

SCHEDULE A

		ANACORTES SCHEDULE A	BREMERTON	MUKILTEO	CLINTON	EDMONDS	KINGSTON	FAUNTLEROY	VASHON	SOUTHWORTH	PT DEFIANCE	TAHLEQUAH	PIER 52	WINSLOW	PT TOWNSEND	KEYSTONE	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
KEYSTONE	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	

WSF is willing to negotiate a new Schedule A on the basis of coordinated bargaining with the three vessel unions.

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

Executed this 28th day of June, 2011.

For the International Organization of Masters, Mates & Pilots, Local 6, Pacific Maritime Region, United Inland Group:

/s/
Capt. Tim Brown, President
IOMM&P

/s/
Capt. Michael Murray, Vice President
IOMM&P

/s/
Capt. Tim Saffle, Regional
Representative
IOMM&P

For the State of Washington:

/s/
Christine O. Gregoire
Governor

/s/
Jerry B. Holder, Chief Negotiator
OFM Labor Relations Office