2009-2011

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE STATE OF WASHINGTON

AND

INLANDBOATMEN’S UNION
OF THE PACIFIC

EFFECTIVE
JULY 1, 2009 THROUGH JUNE 30, 2011
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**PREAMBLE**

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

All of the following Rules shall apply to the entire Agreement uniformly. Should any Rules in the subsequent Appendices, which by this reference are incorporated herein, modify these rules, such subsequent Appendices shall take precedent and apply only to those employees and/or conditions covered by the Appendix.
RULE 1 - DEFINITIONS

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

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

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

1.03 EMPLOYER
The term “Employer” means the State of Washington.

1.04 UNION
The term “Union” means the Inlandboatmen’s Union of the Pacific, Marine Division of the International Longshoremen’s and Warehousemen’s Union.

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

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

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

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

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

1.10 EXTRA SERVICE VESSEL
An “extra service vessel” is any vessel assigned to a route for the purpose of temporarily providing extended or more frequent service on that route, and not appearing on the current printed schedule in effect at that time.
1.11 **YEAR AROUND POSITIONS**
The term “year around positions” or “year round assignments” is eighty (80) hours of scheduled straight time work within a two (2) week work period, which is expected to exist, during periods of the lowest level of scheduled service.

1.12 **TEMPORARY POSITION**
The term “temporary position” or “temporary assignment” is any position and/or assignment which is not defined as a year around position or assignment.

1.13 **YEAR AROUND EMPLOYEE**
The term “year around employee” is any employee who is assigned to a year around position.

1.14 **RELIEF EMPLOYEE**
The term “relief employee” shall be an employee working on a year around basis, guaranteed at least forty (40) hours of straight time pay per week, to relieve year around employees who are not scheduled for work.

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

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

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

1.18 **ABLE BODIED SEAMAN**
The term “able bodied seaman” is one with a minimum of an eighteen (18) month merchant marine document.
1.19 **Working Able Seaman Bos’n**
The term “working able seaman bos’n” shall refer to the foreman of the vessel’s deck crew, who shall have the same work duties and responsibilities as are assigned to able seamen, in addition to that of a foreman.

1.20 **Work Week**
The term “work week” shall be seven (7) consecutive days.

1.21 **Two Week Work Schedule**
The term “two week work schedule” is fourteen (14) consecutive calendar days in which an employee is scheduled working days and days off.

1.22 **Lay-Up**
The term “lay-up” shall mean any vessel not on an assigned route or designated as an extra service vessel.

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

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

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

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

**Other Definitions and Terms.** Unless the context of a particular section in question indicates otherwise, all other words and terms used in this agreement shall be given their common and ordinary meaning.
RULE 2 - RECOGNITION

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

RULE 3 – UNION SECURITY

3.01 Pursuant to RCW 47.64, all bargaining unit employees shall fulfill a union security obligation as a condition of continued employment. The Employer shall enforce this obligation by deducting from salary payments, on the receipt of written authorization from the employee, the uniform dues, including initiation fee, required for membership or, for non-members, a fee equivalent to such uniform dues including initiation fee.

3.02 No provision of this Rule shall preclude an employee from executing the right of non-association based on a bona fide religious tenant of teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to dues to a non-religious charity or to another charitable organization agreed upon by the employee affected and the Union.

3.03 The Union agrees to indemnify and hold harmless the Employer for any and all liability resulting from such deductions.

RULE 4 – MANAGEMENT RIGHTS

4.01 Subject to the specific terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to the following: the right to adopt regulations regarding the appearance, dress, conduct of its employees, and to direct the work force consistent with work procedures as are necessary to maintain safety, efficiency, quality of service, and the confidence of the traveling public. The Union reserves the right to intercede on behalf of any employee who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Rule 14. The existence of this clause shall not preclude the resolution of any such grievance on its merits.

RULE 5 – NON-DISCRIMINATION

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

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

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

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

RULE 6 - SCOPE

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

6.02 The parties agree that the provisions of this Agreement constitute the complete agreement between the parties. Any letter or memorandum of understanding applicable to the parties shall be listed in the Appendix of this Agreement (Appendix “F”) as a letter or memorandum of understanding that is in effect for the term of this agreement or a term specifically less than the term of the agreement. A letter or memorandum of understanding not listed shall be null and void. Letters or memorandums of understanding added to the agreement during its term shall specifically state the duration of the letter or memorandum of understanding not to exceed the term of the agreement. Also, it is expressly understood and agreed upon that no term or provision of this Agreement may be amended, modified, changed, or altered except by a written agreement executed by the parties. This clause does not constitute a waiver by either party of its duty to bargain pursuant to RCW 47.64.
**RULE 7 – CREW REQUIREMENTS**

7.01 The Employer agrees to adopt the following minimum manning schedules as part of this Agreement:

7.02 Except in cases of emergency and for movements within the vicinity of Eagle Harbor, each vessel, while in service, shall have a minimum manning as follows:

**Steel Electric Class (KLIICKITAT, ILLAHEE, NISQUALLY, QUINAULT)**
- 2 AB
- 1 OS
- 1 OS-Exempt

**RHODODENDRON**
- 2 AB
- 1 OS
- 1 OS-Exempt

**Super Class (ELWHA, HYAK, KALEETAN, YAKIMA)**
- 4 AB
- 4 OS
- 4 OS-Exempt
One less OS will be employed on the Seattle-Bremerton run graveyard shift.
One less OS will be employed on the Edmonds-Kingston run graveyard shift.

**Super Class (SAN JUAN ISLANDS ONLY)**
April 15 through October 14 - same as above, October 15 through April 14:
- 4 AB
- 3 OS
- 3 OS-Exempt

**Jumbo Class (SPOKANE, WALLA WALLA)**
- 4 AB
- 3 OS
- 3 OS-Exempt

**Jumbo Mark II Class (TACOMA, WENATCHEE, PUYALLUP)**
- 4 AB
- 4 OS
- 4 OS-Exempt

**Evergreen State Class (EVERGREEN STATE, KLAHOWYA, TILLIKUM)**
- 3 AB
- 1 OS
- 2 OS
- 2 OS-Exempt

**Issaquah Class 130 (ISSAQUAH, KITTITAS, KITSAP, CHELAN, CATHLAMET)**
- 3 AB
- 1 OS
- 2 OS
- 2 OS-Exempt

**SEALTH**
- 3 AB
- 1 OS
- 1 OS-Exempt

**HIYU**
- 2 AB

**SKAGIT, KALAMA, CHINOOK, SNOHOMISH**
- 1 AB
- 1 OS

**SOLAS Vessels (EVERGREEN STATE, ELWHA)**
EVERGREEN STATE
  4 AB  4 OS-Exempt

CHELAN
  4 AB  1 OS  3 OS-Exempt

ELWHA
  4 AB  6 OS-Exempt

7.03 The Employer and the Union agree that every effort will be made to man the vessels of the Employer, while in service, with the standard complement of crew personnel in accordance with the above minimum manning schedules. All auto carrying vessels shall have a Boatswain (Bos’n).

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

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

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

7.07 Each season, one (1) member of each crew on all auto carrying vessels shall be designated by the Master as a working Able Seaman Bos’n and Quarter Master by seniority. A senior employee who rejects a Bos’n or Quarter Master position may not serve in the position for the rest of the season except in the absence of the regular Bos’n or Quarter Master. In the absence of a regular Bos’n or Quarter Master the position will be filled by the most senior crew member or relief employee. A designated Bos’n or Quarter Master may not switch positions in case of an absence. If no crew members accept the positions the Master shall assign the Bos’n and Quarter Master position at his/her discretion. Should said employee
accept employment out of the bargaining unit of more than one thousand eighty (1,080) compensated hours in a calendar year, the employee, upon returning to the bargaining unit, shall not be designated Able Seaman Bos’n during that calendar year, except on vessels with only two (2) AB’s.

7.08 The wage rates contained in this Agreement for Able Seaman apply to employees occupying Able Seaman positions aboard and holding U.S. Merchant Mariners documents endorsed as Able Seaman (eighteen [18] months minimum), and to employees occupying Ordinary Seaman positions with ten (10) years or more of service with WSF, and who cannot obtain AB endorsements due to physical reasons. Employees in the latter group shall provide the Employer with official evidence from the United States Coast Guard of their inability, due to physical reasons, to secure the AB endorsements.

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

**RULE 8 – HEALTH AND SAFETY**

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

8.02 The Employer shall furnish sleeping quarters when Deck Department employees are required to stay aboard vessels where touring watches are in effect, or when employees, including terminal relief employees, find it necessary to sleep aboard the vessel prior to returning to work.

8.03 When the Employer is unable to provide sufficient number(s) or adequate sleeping quarters, which are reasonably quiet, equipped to provide hot and cold running water, adequate heating, ventilation and lighting aboard the vessel, the Employer, subject to prior notification and approval by the duty officer or their designee, shall provide sleeping quarter(s) ashore or reimburse the effected employee(s) actual expenses upon receipt.
8.04 For employees staffing the Information Department, the Employer will continue to provide no less individual work space than employees have as of November 18, 1986. Adequate heating, ventilation and air conditioning for Information Department employees shall be maintained in a reasonable manner. Work space heating, ventilation and air conditioning facilities, as of November 18, 1986, are deemed to be adequate.

8.05 The Employer will reimburse employees for possessions lost, not to exceed six hundred dollars ($600.00) which resulted from unprovoked assault, theft, robbery or fire that occurred during the course of their work, provided possessions were properly stored. The employee must provide the Employer with an itemized list of such articles, including replacement value. The Employer will pay the employee the employee’s regular straight time rate of pay, including all fringe benefits, less the applicable temporary disability compensation paid by the State of Washington under the Worker’s Compensation Statute or the applicable maintenance and cure provisions as provided under the Jones Act and Rules 21 and 25 of this Agreement. Such payments shall continue only for the period of time that the employee is considered unfit for duty and such disability is a result of any unprovoked assault, or robbery that occurred during the course of work while on duty.

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

RULE 9 - MEAL DISCOUNT

9.01 The charge for meals purchased on board the ferries, while on duty or while going to and from duty, by all employees covered under this Agreement, shall be at one-half the normal retail price of such meal, rounded upward to the nearest cent. This provision shall apply only to the first thirty dollars ($30.00) in retail price meal purchases per employee per day. This rule only applies to vessels that provide food service and such service is open to the public.

9.02 Employees purchasing meals at a discount shall be required to sign sales slips when served.

9.03 Shoreside employees working on vessels on the run shall be allowed the same food discount afforded crew members.

RULE 10 – MINIMUM MONTHLY PAY AND OVERTIME

10.01 The overtime rate of pay for employees shall be at the rate of two (2) times the straight-time rate in each classification.
10.02 When work is extended fifteen (15) minutes or less beyond the regular assigned work day, such time shall be paid at the overtime rate for one quarter (1/4) of an hour. Should work be extended by more than fifteen (15) minutes, the time worked—beyond the regular assigned work day, shall be paid at the overtime rate in increments of one (1) hour. Such extended work shifts shall not be scheduled on a daily or regular basis. Employees required to work more than one (1) shift without a break shall be paid as follows:

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

An employee who is otherwise entitled to earn pay for a full work shift or a partial shift not less than one (1) hour increments at the overtime rate under provisions of this Agreement may opt to take compensatory time at a later date in lieu of receiving the overtime pay, subject to the conditions and limitations of Rule 24.02 and Rule 24.03 of this Agreement.

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

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

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

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

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

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

10.08 All employees in year round positions and designated relief positions as defined in Rule 1.14 shall be guaranteed forty (40) hours of pay per one week work schedule or eighty (80) hours of pay per two (2) week work schedule, as set forth elsewhere in this Agreement. This provision shall not apply to employees engaged as part-time or on call employees.

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

RULE 11 – PASSES

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

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

11.03 Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee or dependents, except as otherwise provided in this Rule.

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

11.05 No passes of any kind shall be used for the purpose of commuting to or from employment other than employment with the Washington State Ferries. Vehicle passes shall be used only on a space available basis. Nothing contained in this Section shall be construed as applying to any employee engaged in traveling to or from work with the Employer.
**RULE 12 – VISITATION**

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

12.02 It is not the intent of this Rule to circumvent the provisions of Rule 11.

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

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

**RULE 14 – GRIEVANCE PROCEDURE**

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

14.02 TERMS AND REQUIREMENTS

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

The Parties acknowledge that time limits are important to judicious processing and resolution of grievances. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing.
D. **Failure to Meet Timelines**
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K. **Bypass**
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

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

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

14.03 **FILING AND PROCESSING**

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

B. **Processing**

**Step 1 – Regional Port Captain/ Terminal Managers:**
If the issue is not resolved informally, the Union may present a written grievance to the Regional Port Captain/Terminal Managers or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The Regional Port Captain/Terminal manager or designee will meet or confer by telephone with the Union representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within ten (10) days after the meeting.

**Step 2 – Director of Operations:**
If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Director of Operations or designee, with a copy to the WSF Labor Relations Office, within fifteen (15) days of the Union’s receipt of the Step 1 decision. The Director of Operations or designee will meet or confer by telephone with the Union representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within ten (10) days after the meeting.
Step 3 – Pre-Arbitration Review Meetings:
If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM Labor Relations Office (OFM/LRO) representative with a copy to the agency’s Human Resource Office within fifteen (15) days of the Step 2 decision. Within fifteen (15) days of the receipt of this 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 4 – Arbitration:
If the grievance is not resolved at Step 3, 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.

NOTE: The parties recognize that the implementation of this new approach to grievance processing may cause some trepidation regarding the process of selecting an arbitrator. Specifically, the decision to utilize the Federal Mediation and Conciliation Service (FMCS) or the Marine Employees Commission (MEC).
To mitigate this concern the parties agree to the following:

If a grievance has been processed through Step 4 of the grievance procedure and the parties have not resolved such grievance the Union may select either the FMCS or the MEC to settle the dispute. This will apply to the first five (5) grievances filed after July 1, 2009. The next five (5) grievances not resolved at Step 4, in which the Union seeks arbitration to settle the dispute, the Employer will select either the FMCS or MEC. This approach will continue with the Union selecting between FMCS or the MEC on the next five (5) consecutive grievances, followed by the Employer selecting on the next five (5) grievances, unresolved at Step 4 and the Union desires to proceed to arbitration. Grievances settled between the parties, prior to an arbitration award, will not count as one of the five (5) selections by either party.

The method described above will continue until July 1, 2010 at which time the alternating process will begin again with the Union selection of the first five (5) grievances followed by the Employer and continue until June 30, 2011.

D. Authority of the Arbitrator
1. The arbitrator will:
   a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
   b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
   c. Not have the authority to order the Employer to modify his or her staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement.

2. The arbitrator will hear evidence and arguments on and decide issues of arbitrability before the first (1st) day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the arbitrator. If the issue of arbitrability is argued prior to the first (1st) day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

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

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

2. If the arbitration hearing is postponed or canceled at the request of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

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

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

**14.04 SUCCESSOR CLAUSE**

Grievances filed during the term of the 2007-2009 agreement will be processed to completion in accordance with the provisions of the 2007-2009 agreement.

**14.05 UNION STEWARDS**

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

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

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

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

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

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

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

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

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

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

**RULE 16 - EMERGENCY SERVICE**

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

16.02 For the purpose of this Agreement the term breakdown shall include the total time required to remedy the problem(s) on a daily basis which caused the breakdown up to the time when the affected crew members, individually or collectively, can be relieved at their assigned Terminal.

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

17.01 **WAGES**

A. Effective July 1, 2008 each classification represented by the Union will be increased by 2%.
The wage rates are as follows:

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

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Entry Level Rates (Employees who have worked less than two thousand eighty (2,080) straight time hours)

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The use of the following power tools entitles the user to one dollar ($1) per straight time hour increments: chipping hammers, scrapers, wire brushes, spray painting equipment, jitterbugs, and deck grinders. The increment for overtime hours will be two dollars ($2) per hour.

**RULE 18 – VACATIONS**

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

18.02 Vacation leave, in accordance with the above, will be credited on the following basis:

| 6 months | 9 years | 6 working days | 22 working days |
| 7 months | 11 years | 7 working days | 23 working days |
| 8 months | 13 years | 8 working days | 24 working days |
| 9 months | 14 years | 9 working days | 25 working days |
| 10 months | 16 years | 10 working days | 26 working days |
| 11 months | 18 years | 11 working days | 28 working days |
| 12 months | 20 years | 12 working days | 29 working days |
| 2 years | 22 years | 13 working days | 30 working days |
| 3 years | 24 years | 15 working days | 31 working days |
| 4 years | 26 years | 17 working days | 32 working days |
| 5 years | 28 years | 20 working days | 33 working days |
| 7 years | 30 years | 21 working days | 34 working days |
18.03 Vacation and Compensatory Time Off Pre-scheduling Process – Deck Employees Only

A. Vacation pre-scheduling will commence no later than October 1 for the succeeding year, at which time each employee will be sent vacation request forms. Employees will use the vacation request form to select a “minimum” of eighty (80) hours, in “segments” of forty (40) hours of available vacation leave during the time period of the first work period of January through the last work period of December, consistent with vessel work cycles. Vacation segments shall be scheduled concurrent with the employee’s regular days off except in the cases of ten (10) day watches. In these instances, the forty (40) hour vacation segment must begin or end with the employee’s days off. Relief (AB and OS) and on-calls may choose to schedule their forty (40) hour vacation segments to coincide with their free days or from Sunday to Saturday of the week selected. (On the vacation bid form Relief’s and on-calls will have a check box to indicate their preference.) All vacation requests must be in to the Employer by October 31. Vacations will be scheduled by date of hire seniority fleet-wide.

B. By November 15th, the Employer will post the employee’s initial vacation requests results. At that time, employees may use the second (2nd) vacation request form to select additional vacation segments of forty (40) hours, from the remaining vacation segments as indicated in the November 15th posting. Vacation segments shall be scheduled concurrent with the employee’s regular days off or free days. All requests must be in to the Employer no later than December 15th. Notification to employees of their second vacation requests will be posted by December 20th.

After this date all unused forty (40) hour vacation segments from June 1st to September 30th will be closed. Unused forty (40) hour vacation segments up to a limit of thirty-five (35) of the fifty (50) vacation slots as described in 18.03 F from October 1st through May 31st will be open on a first come first served basis, in a minimum of three (3) day increments. Requests for these slots will be in writing to the Bid Administrator at least two (2) weeks prior to the start of the work period in which the time off is being requested. This time frame will allow the requests to be entered into the dispatch system and included in the Version one (1) and two (2) of the AOSS open job assignments as described in Addendum I of the current contract.

C. Single vacation day and Compensatory time off scheduling will occur as follows: On October 1st of each calendar year employees will receive a three hundred sixty-five (365) day calendar which will identify “slots” available for single vacation days and/or compensatory days usage. Employees who qualify, using a form provided, may indicate their selection(s) and return the form to the Employer no later than October
31st. In the event employee selections exceed the slots available for any particular day, seniority will prevail. Notification to employees of their selection(s) requests will be posted by November 15th.

D. During the calendar year the Employer will maintain the three hundred and sixty-five (365) day calendar, as identified in Subsection 18.03 C, above, which will indicate any remaining slots available for single vacation day and/or compensatory time usage. Employees who qualify, may request specific available days off with ten (10) days advance notice to the Employer. In the event an employee request for a single day of vacation or compensatory day off, where no slots are available, or the employee was not able to comply with Subsection 18.03 E, the Employer may, at its sole discretion, grant the request. If denied, the employee may request a review of this decision by the Union. The decision to deny the vacation or compensatory day off request and/or the review of the denial will not be subject to the grievance procedure.

E. To qualify for single vacation day selections employees with:

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

2. Four (4) or more years of service must have been awarded a minimum of eighty (80) hours of vacation during the selection process.

3. Employees assigned to a touring watch must select a minimum of one (1) tour consisting of two (2) consecutive assigned shifts.

F. The Employer will provide fifty (50) segments of forty (40) hours per week starting with the first (1st) work period of the vacation calendar selection year in support of Subsection 18.03 A, above.

G. The Employer will provide ten (10) slots per day starting with the first work period of the single day and/or compensatory day three-hundred and sixty-five (365) day calendar in support of Subsection 18.03 C, above. From October 1st through May 31st there shall be an additional two (2) slots per day for a total of twelve (12) slots per day. In addition a total of fifteen (15) slots will be available for the following days:

1. Mother’s Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving and the following day
6. Christmas Eve and Christmas Day
H. Employee challenges to the posted vacation schedules shall be submitted in writing no later than five (5) days of such posting.

I. Terminal Department vacation and compensatory time off will be scheduled as according to Appendix B, Rule 3.02.

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

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

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

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

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

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

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

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

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

18.12 Vacation accruals for part-time and on call employees will be computed on an hourly basis (treating eight [8] hours as one [1] working day), based on the ratio of hours worked to normal straight time hours worked by scheduled employees during those periods.
18.13 Once a vacation has been granted to an employee, it will be allowed regardless of the vessel or terminal to which the employee is assigned and may not be changed except with the employee’s days off or as provided for in Subsection 18.15, below, unless the change is mutually agreed upon between the employee and his/her management.

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

18.15 In the event an employee does not have vacation leave at the time of a scheduled vacation segment or single vacation day request, the employee will not be permitted to take such vacation and/or single vacation day off unless the employee was off on approved leave or an on the job injury. If an employee loses vacation per this rule the unused vacation segment(s) shall be offered to the next person who bid the vacation and did not receive it during the regular bid process.

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

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

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

**RULE 19 - SENIORITY AND ASSIGNMENTS**

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

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

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

19.04 **Establishing Seniority**

A. An employee’s hire date shall become the employee’s seniority date on the date the employee is assigned to year around employment in a designated department, or on the date on which the employee completes one thousand forty (1,040) straight-time hours of work with the Employer, whichever occurs first. Provided that, for job bidding purposes, ABs shall use the date of their initial AB (eighteen [18] months) Endorsement of their U.S. Merchant Mariner’s Document, on their date of hire with the employer, whichever is later. The provisions of this paragraph shall not operate to change any seniority date established prior to April 1, 1985.

B. It is understood and agreed that the “date of hire” will be used, prior to an employee attaining seniority as provided in 19.04 1, for all non-year around assignments. Further, it is agreed that the employee’s date of hire may be adjusted from time-to-time resulting from the employee’s non-availability to work. Provided the Employer substantiates the employees non-availability by certified U.S. Mail, and the employee does not respond or state he is available for assignments within fifteen (15) calendar days.

C. Employees filling year around positions on a temporary basis will not accrue seniority in that temporary assignment, but will continue to accrue seniority in their year around assignment and position.

D. **Department Seniority**

Seniority shall be established by classification(s) within the following departments. For seniority purposes, classification(s) of Terminal Department personnel shall fall into two (2) categories, Deck Department into two (2) categories, and Informational Department into three (3) categories.

Deck Department:

1. Able Seamen
2. OS, OS/Exempt

Terminal Department:

1. Ticket Seller
2. Ticket Taker, Terminal Attendant

Informational Department:

1. Informational Supervisor
2. Web Information Agent
3. Informational Agent
Any employee assigned to the Shoregang shall retain their seniority in the classification and department they held prior to their shoregang assignment.

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

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

19.07  **Filling of Vacancies**
A. When a year around vacancy occurs, or a temporary assignment or temporary promotion of thirty (30) days or more, within a department, assignment to such vacancy will be made in accordance with the provisions set forth in the appropriate Appendix to this Agreement (Appendix “A” for the Deck Department, Appendix “B” for the Terminal Department and Appendix “C” for the Information Department).

B. This rule shall not apply to the filling of any opening in the positions of Information Supervisor.

C. When a year around employee accepts a temporary promotion within the bargaining unit the employee may return to the employee’s former assignment at the completion of the temporary assignment.

D. When a year around employee accepts a temporary assignment outside of the bargaining unit and that assignment lasts less than twelve hundred (1,200) consecutive hours, that employee will return to his/her former year around assignment. In the event the assignment out of that bargaining unit lasts more than twelve hundred (1,200) consecutive hours, the employee may return to the least senior year around assignment in their classification or on call at their choice. (Relief employees working outside the bargaining unit shall be covered by Appendix A, Rule 5.04.) Year around employees assigned to special projects will return to their year around assignment.
around assignment, provided that the special project lasts less than one hundred eighty (180) calendar days. If the special project lasts longer than one hundred eighty (180) calendar days, the year around employee may use his/her seniority to bump into a position. In the meantime, the position they vacated will be put out to bid.

E. Any employee who accepts a year around position with the Employer outside of the bargaining unit must decide within thirty (30) calendar days of accepting the assignment whether or not they choose to retain their seniority in the bargaining unit covered by this Agreement. Employees who elect to retain their seniority will notify the Union and the Employer by certified letter, within thirty (30) days, whether they wish to retain their IBU bargaining unit seniority. As long as these conditions are complied with the employee will retain their seniority provided that the employee’s seniority will be frozen at the time he/she leaves the bargaining unit and will not begin to accrue until such time that he/she returns to a classification covered by this Agreement. It is expressly understood that this provision will not affect any employee who accepted a position outside of the bargaining unit pursuant to Rule 21.07 J of the 1980-83 Labor Agreement.

F. Any employee who has accepted a year around position with the Washington State Department of Transportation-Ferries Division in another bargaining unit shall notify the Union and the Employer by certified letter, within 30 days, whether they wish to retain their IBU bargaining unit seniority.

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

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

19.08 INTER-DEPARTMENT TRANSFER

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

A. Current employees will be given preferential hiring when applying for a position in another department covered under this Agreement as long as they successfully meet all hiring processes of the classification to which they have applied. A maximum number of ten (10) transfers will be allowed during each hiring season. WSF seniority will be the determining factor for granting allowable transfers.

Should the transfer be from the Terminal Department and he/she fails to successfully complete the new department’s orientation, they shall be placed back into the last available on call position in the Terminal Department.

Should the transfer be from the Vessel Department and he/she fails to successfully complete the new department’s orientation, they shall be placed back into the last available on call position in the Vessel Department.

Should the transfer be from the Information Department and he/she fails to successfully complete the new department’s orientation, they shall be placed back into the last available on call position in the Information Department.

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

19.09 INTRA-DEPARTMENT TRANSFERS
Year around employees may request an intra-department temporary transfer to a different run, vessel, shift, watch or terminal. If the transfer is granted, the employee will be allowed to return to their former assignment upon completion of the temporary assignment. If a transfer request is granted it will be granted based upon the most senior employee’s written request on file. Mileage and travel pay will not be paid to any employee who accepts an intra-department transfer. If requested by an applicant, the Employer will provide, in writing, the reason or reasons for not being selected.
19.10 **TERMINATION OF BARGAINING UNIT SENIORITY**
Except as otherwise provided for in this Agreement, seniority shall terminate for an employee who quits, is discharged for cause, is unavailable for work, or who is on continuous lay-off for more than three hundred sixty-five (365) days.

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

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

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

19.14 Retirees may be offered an assignment when WSF has a need for additional employees during the Summer Season, provided they meet the minimum requirements. They will have no seniority and may work any position in their department for which they are qualified. All existing part-time and on call employees will be assigned prior to offering an assignment to retirees. As a condition to implementing this provision on retirees, the Parties agree to meet within sixty (60) days of the effective date of this Agreement to discuss modifications to Appendix C Hiring Procedures governing the filling of positions for the Summer Season. Retirees will be paid at the current rate for the classification in which they worked at the time of retirement.

**RULE 20 - HEALTH AND WELFARE**

20.01 **MEDICAL INSURANCE**
The Employer shall continue to provide during the term of this agreement, health and welfare benefits as specified in the Public Employees Benefits Board (PEBB) program.
A. The Employer will contribute an amount equal to eighty-eight percent (88%) of the total weighted average of the 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 2010 and calendar year 2011, respectively.

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

C. 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

20.02 Employees in their initial year of employment shall be designated “non-permanent” employees as defined by the PEBB i.e., new hires are not expected to be employed for more than six (6) months. “Non-permanent” employees become eligible on the first day of their seventh (7th) month of employment.

20.03 Employees as referenced in Rule 20.02 above, who are placed on layoff status prior to completing six (6) months of continuous service, will be designated “permanent employees,” as defined by PEBB, upon recall to their “second season” of employment. (“Second season” refers to re-employment preceding and extending through the summer sailing schedule, expecting more than six [6] months duration and working at least half-time per month).

20.04 Employees on layoff per Rule 20.03, who are re-employed (recalled) by the Employer prior to their “second season” and who work at least half-time in a given month, will receive Employer paid insurance benefits during that period.

RULE 21 - SICK LEAVE

21.01 Each full time employee who has completed six (6) months of continuous employment shall receive one (1) day (8 hours) of sick leave credit for each completed month of service commencing with the employee’s date of employment. Service for this purpose shall exclude time worked prior to January 1, 1958. Sick leave credits shall accumulate. Sick leave accruals for part-time and/or temporary employees will be computed on an hourly basis, based on the ratio of hours worked to normal straight time hours worked by regular employees during those periods.

21.02 An employee may, at the employee’s option, use vacation leave in lieu of sick leave but may not use sick leave in lieu of vacation leave, except as otherwise provided in Subsection 21.04.
21.03 Through Employer, sick leave may be claimed from the accumulated days of credit for any employee for the following reasons:

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

B. For preventive health care, provided employees notify their supervisor in advance of such appointment;

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

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

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

21.05 Whenever an employee is injured or contracts a contagious or infectious disease in the line of duty, the employee’s wages may be extended by the Employer.

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

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

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

21.09 For claims of more than five (5) working days, the employee must secure a verifying statement from the employee’s doctor to support the claim, and such statements should be sent in as soon as possible after the period of absence is over.
21.10 The Employer may request, at its option, a verifying statement from the employee’s doctor to support claims of five (5) working days or less.

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

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

21.13 Each employee’s sick leave credit days are canceled automatically upon the employee’s termination of service. Terminating employees do not receive sick leave credit for the month in which they terminate unless they work at least eighty-four (84) hours in the month.

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

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

21.16 In the event that further legislation is enacted providing additional remuneration of general government employees of the State of Washington (covered by RCW Chapter 41.06 State Civil Service Law) for unused sick leave, this collective bargaining Agreement shall automatically be reopened for the purposes of negotiating similar changes in provisions for remuneration of employees covered by this Agreement.

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

RULE 22 - SEVERANCE PAY

22.01 It is hereby agreed that any claims for severance payment to any employee who may lose employment because of the abandonment of routes due to the construction of bridges or tubes replacing the then existing ferry routes (excepting the Lofall - Southpoint and Salsbury Point - Shine routes), and of the application of seniority provisions under the present Labor Agreement, including consideration of residence of individual and locale of employment offered, shall be based upon the principle of one (1) month’s pay for each year of service.
It is further agreed that details of this provision will be mutually agreed upon between representatives of the Union and Management of the WSF, such ultimate agreement to be contained in separate document drawn for that purpose.

**RULE 23 - HOLIDAYS**

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

23.02 Regular year around employees who are not scheduled to work on a recognized holiday and who otherwise work their assigned watches immediately preceding and following the holiday (unless absent on paid leave) shall receive one extra day’s pay on account of the holiday not worked. This shall also apply to temporary employees, with respect to any recognized holiday which is not worked and which occurs within the duration of a full-time assignment lasting thirty (30) consecutive calendar days or more.

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

**RULE 24 - COMPENSATED HOLIDAYS**

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

A. The election to take a compensatory day in lieu of holiday pay may not be exercised more than twelve (12) times in any one (1) contract year.

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

24.02 Compensatory time off will be scheduled pursuant to Rule 20.03 (c) and (d) and Appendix B, Rule 3.04.
24.03 No more than fifty (50) days of such compensatory time off may be accumulated by each employee. All accumulations beyond fifty (50) days shall be paid in cash, and all accumulated compensatory time off shall be taken prior to retirement.

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

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

**RULE 25 - MAINTENANCE AND CURE**

25.01

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

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

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

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

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

25.03 Crew personnel will be reimbursed for the loss of personal effects, equipment, or instruments resulting from shipwreck, stranding, sinking, burning or collision of the vessel in an amount not to exceed six hundred dollars ($600.00). Each employee must provide the Employer with an itemized list including replacement value.
RULE 26 - STANDARD DRESS

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

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

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

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

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

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

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

1. Shorts must meet the published uniform dress code.

2. Shorts must be provided by the individual employee at their own expense.
B. Insulated coveralls, purchased from an approved vendor at the employee’s own expense, shall be optional. Insulated coveralls will be to augment the regular uniform and will be worn over the regular uniform from November 1st through March 31st.

26.08 The Employer agrees to provide, for the remainder of this Agreement, safety shoes for all Deck and Terminal Department employees. The employee shall be reimbursed up to seventy-five dollars ($75) for the purchase of safety shoes that meet ANSI standards for being slip and oil resistant, black in color and, at the employee’s option, up to one hundred and twenty-five dollars ($125.00) for the purchasing of shoes with either a steel or composite safety toe and meeting the above ANSI standards. The Employer recommends wearing safety toed shoes for employees when they are working in traffic.

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

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

1. Fleece vests
2. Wide brimmed hats

**RULE 27 - WORKING CONDITIONS (GENERAL)**

**A. WORKING CONDITIONS**

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

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

27.03 There shall be no painting, chipping, scraping, soogying, or any maintenance or sanitary work performed from ladders, scaffolds, staging or boxes while vessels are under way. There shall be no maintenance work performed on car decks when vehicles are moving on those decks. No maintenance shall be performed over the side of vessels while propellers are turning.
27.04 Employees shall not be required to soogy any areas of the vessel when the temperature is below forty (40) degrees in the area to be soogied. This provision will not apply when the vessel is in lay-up status.

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

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

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

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

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

27.10 Employees will not be required to open, enter, or work in sewage holding tanks.

27.11 Employees required to work in a higher classification will be paid at the pay equal to the higher classification for the period equal to the time in which the employee worked in the higher classification; unless more than four (4) hours is worked in a higher classification, then payment will be for eight (8) hours at the higher rate of pay. Designated relief personnel responding to an assignment shall receive the Able-bodied Seaman rate of pay.

27.12 Hazardous materials will be transferred in approved, secure, and clearly labeled containers. For the purposes of this section, hazardous materials shall mean those materials so designated by the MSDS.

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

B. PERSONNEL FILES

27.01 There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the Employer. All references to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line supervisor. Additional employee files may include attendance files, payroll files and medical files.
An employee may examine his or her own personnel file, supervisory file, attendance file, payroll file, and medical file, or a copy of such file(s) to be provided by the employer. Review of these files will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review Supervisory files. Written authorization from the employee is required before any representative of the employee will be granted access to these files. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the files that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested each year by the employee or his or her representative.

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

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

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

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

Written reprimands will be removed from an employee’s personnel file after three (3) years if:

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

Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after seven (7) years if:
1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

D. Nothing in this Rule will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

**RULE 28 – PENALTY PAY (GENERAL)**

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

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

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

**28.04** Manually transferring drums, and/or caustic and hazardous labeled container on or off the vessel, at any location. One-half (1/2) hour minimum.

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

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

**RULE 29 - ALLOWANCE FOR SCHOOLING AND UPGRADE**

**29.01** WSF will participate in a program which will enable qualified unlicensed vessel employees who have three (3) years seniority with the WSF to secure an Original License as an Original Inland Mate or First Class Pilot’s License with pilotage for four (4) ferry routes operated by WSF.

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

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

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

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

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

B. All employees shall be paid mileage for attending training classes. Travel
time to and from the training classes shall also be paid unless the class
concludes within the scheduled shift hours.

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

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

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

F. Employees working on Friday Harbor or Orcas tie-up vessels shall be
covered for the entire two (2) day tour to attend training classes.
G. Employees attending training classes shall have at least eight (8) hours, excluding travel time, between the completion of their last work shift and the beginning of training classes.

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

RULE 30 - LEAVE OF ABSENCE

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

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

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

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

All requests for leaves of absence shall be approved in writing in advance by the Union and Employer.
30.05 **Leave Without Pay**
Leaves approved by management including but not limited to Sick Leave, Comp time, Vacation time which is taken shall be compensated as originally approved and taken and shall not be converted to leave without pay (LWOP) for Payroll purposes without management approval.

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

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

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

30.08 **No Accrual**
Employees who test positive in a Drug or Alcohol Test shall not accrue seniority for the time the employee’s MMD 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.

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

30.10 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 forty-eight (48) hours after WSF Human Resources receives the completed/signed Job Analysis Form, excluding weekends and holidays. WSF shall notify the employee and the Union if the employee is not to be returned to work within forty-eight (48) hours. WSF’s failure to return an employee to work within forty-eight (48) hours shall be subject to the parties’ grievance procedure.

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.

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

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

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

30.13 ABSENT WITHOUT APPROVED LEAVE
When an employee is absent from work for three (3) consecutive days and who is not on an approved leave may be disciplined up to and including termination. Absences due to illnesses, injury or due to emergency situations as specified in Rule 30.06 must be considered in determining just cause.

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

RULE 31 - PROBATIONARY PERIODS

31.01 Newly hired employees shall serve a probationary period equal to one thousand forty (1,040) compensated hours. Such employees may be terminated during the probationary period or at the end of a probationary period for a bona fide reason(s) relating to the business operation and said employee shall not have recourse through the grievance procedure.
31.02 An employee promoted to a position within the bargaining unit shall serve a probationary period equal to one thousand forty (1,040) straight-time hours and shall receive the appropriate rate of pay for the position during such probationary period. An employee determined to be unqualified for the position during or at the end of the probationary period shall be returned to the employee’s previously held position, at the former rate of pay, with no loss of seniority in the previously held position. It is further agreed that during the probationary period the employee may choose to return to the employee’s previously held position, at the former rate of pay, with no loss of seniority in the previously held position.

RULE 32 – SAVINGS

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

RULE 33 – UNION NEGOTIATION COMMITTEE

33.01 The Employer recognizes the establishment of the Union’s Negotiating Committee to be comprised of eight (8) employees, including two (2) Deck employees, one (1) Shoreside employee, two (2) Terminal employees, one (1) Information Department employee, one (1) part-time Terminal employee and one (1) on call Deck employee. When requested by the Union, the Employer will provide relief to allow members of the Negotiating Committee to perform the duties of the Committee. The Employer will not be required to pay any wages to any member of the Committee during those times that the members are performing their duties of the Negotiating Committee.

33.02 UNION LEAVE BANK

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

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

**RULE 34 - OTHER APPLICABLE LEGAL REQUIREMENTS**

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

**RULE 35 – TERM OF AGREEMENT**

35.01 This agreement is the agreement for the period July 1, 2009 through June 30, 2011 except as provided in RCW 47.64. In addition certain changes go in effect in accordance with the parties’ contract settlement agreement.
APPENDIX A – DECK DEPARTMENT PERSONNEL

The following rules are in addition to Rule 1 through Rule 35 and apply to Deck Department and Shoregang employees.

RULE 1 – HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT

1.01 The principle of the eight (8) hour day is hereby established. For all practical purposes, 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. 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.

D. Deck employees on Anacortes-San Juan Islands and Sidney routes may be scheduled to work up to ten (10) hours in one (1) day or eighty (80) hours in a two (2) week schedule on touring watches as defined in Rule 1.17 of this labor agreement, without incurring an over-time pay obligation.

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

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

1.03 Employees designated as relief personnel may be employed continuously for up to twenty (20) days or one-hundred sixty (160) hours within any two (2), two (2) week work schedule period without the overtime provisions being invoked. All work in excess of the regular daily assignment shall be paid at the overtime rate. The Employer will furnish the Union the name of the employees designated as relief personnel. There shall be regular relief personnel to provide relief coverage for the permanent positions within the system.
1.04  **Vessel Shift Changes.** When any vessel watch schedule is changed by three (3) hours or more and/or the employees’ day off assigned to said vessel are changed by at least one (1) day, or the vessel’s home terminal is changed, the employees’ whose watch has changed by three (3) hours or more, whose days off has changed by (1) or more days, whose home terminal has changed, shall have the right to exercise their seniority by classification in selecting a new assignment of their choice. Any displaced employee will also have the right to exercise his/her seniority by classification in selecting a new assignment of his/her choice.

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

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

1.05  **FILLING OF VACANCIES**

A.  **Bid Periods- Permanent/Summer**

1. There will be six (6) bid periods each year. A bid form will be made available to all eligible IBU employees for each bid period. One (1) bid period will be for Summer schedule (Summer Schedule Bid Period); these assignments will only be for the Summer schedule. (See Paragraph 4 for further information about the Summer Schedule Bid Period). The remaining five (5) bid periods (Permanent Bid Period) will be for permanent assignments and these five (5) bid periods will take place between August and March. Each Summer dates for all six (6) bid periods will be determined and sent to all IBU employees. Summer and Fall bid periods will always take place. The remaining four (4) bid periods will only take place if the Employer has knowledge of at least one (1) permanent vacancy five (5) calendar days prior to the scheduled bid period’s opening date.

2. The Permanent Bid Form will be used to fill any known permanent vacancies and all resulting permanent vacancies. A bid form will only be valid for a specific bid period. Incomplete bid forms will not be processed. Bids will be open for ten (10) calendar days and will close at 5:00 p.m. on the closing date and must be submitted in accordance with the instructions on the bid form. Bid results and the transfer date will be posted eight (8) calendar days after the closing date. All transfers will start with the beginning of a two (2) work period. The Union will be sent copies of all bid notices and bid results.
3. All deck employees will be allowed to bid for all IBU deck positions in which they have the appropriate endorsement. However, no employee will be moved from his/her permanent position unless he/she bids for and is actually awarded another position. All positions will be awarded by seniority with the appropriate classification. Interdepartmental transfers will only be considered if the senior qualified deck bidder is not a year around deck employee. In that case the hire date will become the deciding factor in awarding the position. The position will be awarded to either the senior qualified deck bidder (on call) or the interdepartmental transfer, whichever one of these two employees has the most senior WSF hire date.

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

B. FILLING TEMPORARY VACANCIES OF MORE THAN 30 DAYS

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

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

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

Extended Temporary positions will be filled with the use of an Extended Temporary Bid Form. The Extended Temporary Bid Form will list all IBU deck positions. The Extended Temporary Bid Form will only be valid for one bid posting. The Extended Temporary Bid Form will be used to fill the original extended temporary vacancy and the vacancies that result from filling the original vacancy. With this process there is no way to know exactly which positions may open due to the domino effect. It is up to the employee to number, by preference, each and every position that they would like to work as an extended temporary assignment.
In order for a bid form to be considered valid it must be completely filled out, including the bid posting number, and received by the closing day and time. Withdrawal or changes to a bid form must be in writing and received before the closing day and time.

If no eligible IBU deck employee bids for a vacant extended temporary position the position will be filled by Dispatch with a Relief or On-Call IBU deck employee.

Extended Temporary positions will be announced on the 1-800-292-8085 phone line, by notices in crew dayrooms, and via email. Employees wishing to receive email notification should contact the bid administrator.

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

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

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

Written confirmation will be sent to the successful bidders, and written notification will also be sent to the Dayroom of each vessel. Due to the nature of extended temporary positions the assignment could end at any time.

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

All eligible IBU employees will be allowed to bid for all Extended Temporary IBU deck vacancies in which they have the appropriate endorsement. However, no employee will be moved from his/her permanent position to fill an extended temporary position unless he/she bids for and is actually assigned an extended temporary position. All positions will be awarded by seniority within the appropriate classification.
An employee assigned to an Extended Temporary must complete the Extended Temporary assignment. The exceptions are if the employee is awarded a permanent position or according to Appendix A, Rule 1.05 B (3). If an extended temporary position is vacated by an employee before the assignment is completed the extended temporary vacancy will then be filled by Dispatch with a Relief or On-Call IBU employee.

3. Employees given temporary assignments must complete the assignments. An employee may only leave a temporary assignment prior to its completion to accept a year around position awarded in accordance with Rule 1.05 (A) of Appendix A; Except an employee on an extended temporary assignment may bid to another extended temporary in the event the new extended temporary assignment is a promotion defined for the purposes of this section as: AB to AB Relief, OS to AB, or OS to OS Relief. All extended temporary assignments end at the conclusion of a season. Upon completion of temporary assignments, employees will be returned to their permanent assignment. Mileage and travel time will not be paid to any employee who accepts an inter-department transfer. If requested by the employee, the Employer will provide, in writing, the reason(s) for not being selected for a temporary assignment.

C. FILLING TEMPORARY VACANCIES FOR 30 DAYS OR LESS.
Temporary vacancies of thirty (30) days or less will be filled in the following manner. After Dispatch has assigned an on call employee to the watch, the actual vacancy will be filled by either the permanent crew member or the on call employee, whichever one has the most seniority in the vacated classification. For instance, if an AB position is vacant, then the AB dates of the OS crew members and the on call employee dispatched would be compared and the one with the most seniority in the AB classification would fill the position. If the OS fills the AB position, then the OS position will be filled by either the OS crew member or the on call with the most senior OS date, etc. No permanent crew member on the watch will be downgraded from his/her permanent position with this process.

D. PORT TOWNSEND SPRING SHOULDER SCHEDULE.
The Port Townsend Spring Shoulder Schedule will be filled by Dispatch with either AB Relief or on call Deck employees, when the Spring Shoulder Schedule is thirty (30) days or less. If more than thirty (30) days, it will be filled in accordance with Summer Bid Period. The Summer Schedule Bid Period will include the Port Townsend Fall Shoulder.
E. **Employee Availability**

1. Employees must be available and physically able to perform a job thirty (30) days after it closes in order to be considered an eligible bidder. Similarly, an employee on approved leave of absence or sick leave may bid on job postings within thirty (30) days of their documented expected date of return to work.

2. Consistent with this Agreement, any permanently assigned employee who fails a drug/alcohol test will relinquish his/her permanent assignment. When the employee is certified to return to work, the employee will be placed on the on call list by seniority until the next bid period.

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

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

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

**Rule 2 - Working Conditions**

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

**2.02** Cabin OS shall not be required to do maintenance work or such other duties as are normally assigned to Able Bodied Seamen or OS. Able Bodied Seamen shall not be required to do work normally assigned to Cabin OS except on the HIYU.
2.03 Chipping, painting and preparation for painting by vessels’ crews shall not be performed outside when the temperature is below 40 degrees.

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

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

**RULE 3 – SHORE GANG PERSONNEL**

3.01 Employees filling a vacant AB shoreside maintenance assignment shall do so in accordance with the established bid procedure. Employees so assigned, shall be on a probationary period for up to six (6) months, during which time their right to return to their former job assignment shall be retained.

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

3.03 **SHORESIDE MAINTENANCE HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT**

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

3.04 Crew members working on a vessel while in a shipyard or at the Employer’s tie-up terminal shall work on the basis of eight (8) hours per day, forty (40) hours per week. In computing weekly hours, ship’s time and the shipyard time shall be combined.

3.05 All time worked in excess of eight (8) hours per day or in excess of five (5) days, forty (40) hours per week shall be paid for at the overtime rate. Minimum
overtime payment shall be one (1) hour and in periods of one (1) hour thereafter. Employees required to work more than one shift without a break shall be paid as follows:

The first eight (8) hours shall be paid at the straight-time rate, work performed during the second eight (8) hours shall be at the overtime rate, work performed during the third eight (8) hours shall be paid at triple the straight-time rate, unless the employee has had a minimum of a six (6) hour break immediately preceding the third (3rd) shift.

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

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

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

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

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

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

3.12 Greasers may have their coveralls laundered twice each week and may submit their expenses for laundry charges on their monthly expense vouchers.
RULE 4 – VESSEL PERSONNEL ASSIGNED TO LAID-UP VESSELS IN SHIPYARDS OR EAGLE HARBOR

4.01 Shoreside maintenance rate of pay will not apply to deck employees standing security watches in a shipyard.

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

RULE 5 – RELIEF DECK EMPLOYEES

5.01 Employees shall be relieved at the same terminal where they began their duties, and such terminal shall be designated by the Employer. When it becomes necessary for a relief crew to deadhead from their original terminal to another terminal in order to begin and complete their tour, they shall be paid for travel time and mileage in accordance with Appendix A, Rule 5A.

5.02 The Employer will furnish the Union with the names of the employees designated as relief personnel. There shall be a minimum of forty (40) deck department AB relief personnel and six (6) OS relief personnel to provide relief coverage for the positions within the system. In the event of a significant reduction of service caused by legislative restrictions or budget cuts, the issue of the numbers of reliefs will be reopened.

WSF agrees to add three permanent year around OS relief positions, for a total of nine (9), commencing July 1, 2009 extending through June 30, 2010. The continuance of these positions to go beyond June 30, 2010 will be based upon available funding and work. The parties will meet no later than June 1, 2010 to discuss the continuance factors listed above.

5.03 Employees designated as relief personnel shall have designated home terminals as close as possible to the employee’s residence. Mileage and travel time shall be paid in accordance with Appendix A, Rule 5A.

5.04 A designated relief employee shall forfeit their relief position and return to on call status if such employee accepts any work assignment of less than forty-five (45) calendar days outside of the bargaining unit, except in the instance of a bona-fide emergency bump up. An employee who loses relief status in this way cannot bid on a relief position until the second bid cycle after he/she returns to the bargaining unit.

5.05 Dispatcher’s Inquiry. Before offering any job assignment the dispatcher’s first statement to an employee for job assignments will be, “Are you available for work today”? If the employee says “no” due to illness or any other reason they
must immediately inform the dispatcher. The dispatcher will enter this information in the dispatch log as an employee request for a day off using the appropriate leave.

5.06 All deck employees may bid for open Relief positions. All pertinent bidding rules apply.

**RULE 5A – TRAVEL AND MILEAGE PAY**

5A.01 All travel time shall be paid at the employee’s regular straight time rate of pay.

5A.02 No travel time or mileage pay shall be paid to part-time or on call employees, except that when an on call deck or part-time deck employee is assigned to a temporary assignment and that assignment includes travel to another location which would entitle a year around non-relief employee to travel time and mileage, the on call or part-time deck employee shall be entitled to such travel time and mileage.

5A.03 Distances and travel times between terminals shall be as set forth in “Schedule A” attached hereto and made a part hereof. Travel time to Friday Harbor from Anacortes will be paid at two point five (2.5) hours each way, and one (1) hour from Orcas to Friday Harbor each way. Orcas to Anacortes will be paid at one (1) hour and thirty (30) minutes each way. Travel time for relief employees after completing a shift and no service on the route for the remainder of the operational day is available, may use point to point travel per Schedule A for their travel time allotment to their homeport.

5A.04 The mileage rate for employees who furnish their own transportation shall be that allowed by the Office of Financial Management for use of private automobiles.

5A.05 Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.

5A.06 Employees shall be paid mileage and travel time, both ways, for the distance between the terminal nearest their home or their regular relieving terminal and the temporary relieving terminal whichever is less, in accordance with Schedule A, in the following circumstances:

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

B. When employees are, at the Employer’s initiative, taken off their vessel or away from their terminal and temporarily assigned to a vessel on a different route or to a different terminal.
5A.07 Employees designated by the Employer as relief personnel shall be assigned home terminals as close as possible to the employee’s residence. Such employees shall be paid mileage and travel time, in accordance with Schedule A for the distance between the home terminal and the terminal to which assigned. When relief employees are assigned to a touring watch travel time and mileage shall only be paid as one (1) round trip. No travel time will be paid in between the two touring watch work shifts. The employee may not use a P. O. Box as a “residence” for the purpose of this section.

5A.08 If the Employer requires an employee to use a private car for travel between terminals, travel pay, if any, and mileage will be paid in accordance with Schedule A.

5A.09 Employees assigned to more than one route or terminal shall be assigned a regular relieving terminal and, when working away from the regular relieving terminal, will be paid mileage and travel time in accordance with Schedule A, for the distance between the regular relieving terminal or the terminal nearest their home and the other assigned terminal, whichever is less.

RULE 6 – PART-TIME AND ON CALL DECK EMPLOYEES

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

6.02 Part-time and On call employees may be employed subject to the following conditions:

A. No employees employed by the Employer on March 31, 1980 shall be laid off as a consequence of the adoption of part-time shifts or the employment of part-time employees, nor shall they be required to work part-time shifts.

B. The maximum number of part-time positions throughout the system to be included on the supplemental lists under Rule 19.06 shall be ten (10) for Vessel Department.

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

D. WSF and the IBU will meet to evaluate staffing needs, in establishing the number of free days to allocate to each work day. If agreement is not reached in one (1) day, WSF has the right to assign free days. A free day is a pre-scheduled single calendar day assigned on a seniority basis. Free days will be assigned for each seasonal bidding period. It is the parties’ intention to maintain the current practice in this regard.
E. Sick Leave. Part-time and on call employees shall accumulate sick leave on a pro rata basis, but may not use it until such time that they are assigned to a scheduled position.

6.03 On Call Deck Employees

A. IBU Deck on call employees will be assigned two (2) consecutive free days per week that will be repeated every week on the same days. An employee, who chooses to observe all free days for the season shall notify WSF on a form provided by WSF at the beginning of the season. By exercising this option, Dispatch will not be required to call the employee to work on their free days.

B. Seniority. WSF will dispatch on call employees by seniority, except in cases of emergency, where year around positions must be filled in order for WSF to maintain COI or contract manning requirements.

C. Job Assignments. All AB jobs will be offered first then all OS jobs will be offered to the on call employee. If an on call employee accepts an OS job, but subsequently becomes eligible (by seniority) for an available AB job, WSF will call the employee back and offer the employee the AB job if the start times for both the OS and AB jobs are more than four (4) hours away.

D. Dispatcher’s Inquiry. Before offering any job assignment the dispatcher’s first statement to an employee for job assignments will be, “Are you available for work today”? If the employee says “no” due to illness they must immediately inform the dispatcher that they are ill. The dispatcher will enter this information as a sick day for this employee in the dispatch log.

E. Acceptance/Refusal Of Work. WSF Dispatch must give On-Call Deck employees a minimum of fifteen (15) minutes to respond to a page or message left on a message or answering machine before marking that employee as failing to respond, which shall constitute a refusal of offered work, unless that employee accepts a shift later that day. If the employee is working onboard a vessel, the Employer will contact the vessel via radio and the captain will direct the employee to contact dispatch within thirty (30) minutes. If the employee does not return the phone call within thirty (30) minutes the employee shall be considered unavailable and that constitutes a refusal of offered work. Employees may not refuse more than two (2) times within a work cycle during the summer schedule, and not refuse more than three (3) times within a work cycle during the remainder of the year; no refusals will be on consecutive days or in conjunction with employee’s free days. WSF Dispatch has the right to move down the seniority list to find available employees if the Dispatcher determines that a reasonable risk exists that a position could go unfulfilled. When dispatch cannot fill positions by calling on call employees and
making offers, they will then have the right to assign an on call employee to vacancies within their thirty-five mile zone by assigning the least senior employee contacted. The employee will not have the right to refuse the assignment.

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

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

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

An employee who refuses work outside a thirty-five (35) mile radius as described in Schedule A of the contract from the employee’s designated home terminal shall not be considered unavailable.

1. Refusals shall not be made on consecutive days or allowed to be combined with an employees free days, except with the following conditions; once in every three (3) work cycles, an on call may elect to combine their refusals with their free days. Violation of this rule will result in the loss of employee’s right to refuse any
jobs for a period of eight (8) weeks and will cease from the date of the rule violation. Administration of this section is done on a periodic audit basis, which would indicate the need for sanction.

2. Disciplinary actions associated with documented refusals: The parties adopt the following sanction system regarding violations by on call employees of the working requirements of the on call rules. The following sanctions are agreed to be a just cause system without need for considerations for mitigating circumstances. The sanctions are implemented when the following disciplinary refusals occur.

3. Violation of more than the “allowable” marked refusals in a work cycle results in the following sanctions:
   a. 1st violation = verbal warning
   b. 2nd violation within six (6) months = written warning
   c. 3rd violation within six (6) months = employee enter into a one year continuation of work agreement and must take the next available permanent position if applicable. The continuation of work agreement satisfies the suspension aspect of progressive discipline.
   d. 4th violation within one (1) year = a sustained 4th violation would be just cause for termination.

G. Work offered consists of a documented call from WSF Dispatch. If the assignment includes all or part of the employee’s free day(s) the employee may either reject the assignment or may waive his/her free day(s) and accept the assignment. If the employee rejects the assignment WSF will not penalize the employee except in the case of an emergency. If the employee accepts all or part of the assignment Rule 10.07 will have no application on free day(s); simply waiving free day(s) does not entitle an On Call Deck employee to overtime.

1. If an On Call Deck employee rejects any assignment, or accepts only a fragment of a multiple day assignment, due to a conflict with a free day, then WSF will be entitled to offer the rejected assignment, or the unassigned fragment to another employee;

2. If an On Call Deck employee accepts an assignment of five (5) days or more in duration, then that employee will assume the day(s) off of the relieved employee in lieu of the relieving employee’s free day(s);
3. If an On Call Deck employee accepts any single day, touring watch, or multiple day assignment (including any scheduled time off occurring with a multiple day assignment of the relieved employee), that begins on, ends on, or includes all or a part of a free day, then that employee will have waived his/her affected free day(s);

4. If an On Call Deck employee is asked to take an assignment within the range of two (2) days (excluding touring watches) up through four (4) days in duration (including any scheduled time off occurring with a multiple day assignment of the relieved employee) that begins on, ends on, or includes all or a part of a free day of the relieving On Call employee then the relieving On Call employee will have the following options.
   a. accept the entire assignment;
   b. reject the entire assignment;
   c. accept a fragment of that assignment that precedes the relieved employee’s scheduled time off or the relieving employee’s free days, whichever event occurs first.
APPENDIX B
TERMINAL DEPARTMENT

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

TERMINAL DEPARTMENT

RULE 1 - HOURS OF EMPLOYMENT, OVERTIME, AND ASSIGNMENT

1.01 The principle of the eight (8) hour day is hereby established. For all practical purposes, 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; or

C. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

D. No work schedule shall have less than eight (8) hours off between scheduled shifts unless otherwise noted in Appendix B, Rule 1.06 (B)(1)(b) and Rule 1.06 (B)(2)(a).

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

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

1.03 Part-time and On call employees shall be allowed to work ten (10) consecutive hours per day. Employees reporting to a shift shall be paid not less than four (4) hours and hour for hour thereafter not to exceed ten (10) hours. Overtime shall be paid whenever the employee works more than ten (10) hours per day or forty (40) hours per one (1) week work schedule.
1.04 **Terminal Shift Change**
In the event that shifts change or new shifts are established for seasonal purposes, full-time, year around employees at each terminal shall bid on shifts according to seniority in their classification and shall have preference in such bidding over employees at all other terminals. For the purposes of this rule a shift change means when any shift changes by more than one hour and/or the days off change, then all shifts will open up for bids at that terminal. (Sunday schedule may prevail on holidays without constituting a shift change). Full-time shifts will not be open for bid at schedule change unless there has been a change in shifts as provided in this Rule.

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

A. System wide lateral transfers in the Terminal Department by classification seniority.

B. System wide by year around Terminal Department employees requesting promotion to a higher classification by seniority.

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

D. Assign the most senior part-time/on call employee within the Terminal Department to the year around position, provided that no employee shall be compelled to accept an assignment based more than twenty-five (25) miles or more than forty-five (45) minutes of travel time, from his or her home terminal.

1.06 **Filling of Temporary Terminal Positions**

A. **Forty-five (45) Days or More**
Temporary positions of forty-five (45) days or more will be filled in the following manner:

1. Vacancies shall be filled by classification seniority at the affected terminal.
2. After employees at the affected terminal have selected their shifts, the remaining shift(s) will be assigned system wide by classification seniority.

3. The remaining shift(s) will be assigned to year around employees in the Terminal Department according to seniority, for upgrades to a higher classification.

4. The remaining shifts will be assigned to part-time/on call employees by seniority.

B. Temporary Positions- Less that Forty-Five (45) Days
Job openings of less than forty-five (45) days will be filled at the affected terminal in the following manner:

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

   b. Following each seasonal bid assignment, Part-time and On call employees must submit to their Supervisor(s) a schedule of availability. The schedule of availability must indicate, by the day of the week, the days that they will be available for on call work, Classification and whether six (6) or eight (8) hours is needed between assignments. This schedule of availability can be updated once every ninety (90) days following the start of the seasonal bid.

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

**RULE 2 - WORKING CONDITIONS**

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

A. Regularly assigned relief personnel (covering vacations, days off, etc.) who relieve Terminal employees shall be assigned to the highest classification worked and shall be paid at that rate for all work performed.

B. An employee required to work in a higher classification for the purpose of providing breaks will be paid at the pay equal to the higher classification in one (1) hour increments. In more than four (4) hours are worked in the higher classification then payment will be at the higher rate for the whole shift. All regularly scheduled traffic shifts that provide seller break relief will be identified in the terminal schedules prior to bidding.

C. Employees who work in or, bid into a Temporary Vacancy or to a Temporary position as described in Appendix B, Rule 1.06, will receive the applicable full time classification rate of pay and benefits until the end of the assignment and their time off will be paid at that classification’s rate of pay.

2.02 In the event ticket sellers are unable to complete their daily report during their regular shift, one (1) hour of overtime shall be paid for any additional time required after the shift to complete the daily report. Ticket sellers shall not be required to do attendant duties. Ticket sellers who work seller and attendant during their shift, shall not be required to do traffic attendant duties during the time they are scheduled to sell. All selling time in one day shall be scheduled consecutively. Sellers assigned to less than four (4) hours of attendant duties will not be required to do terminal maintenance.

2.03 The procedures for administering overages and shortages in working funds will be completed pursuant to OFM and the Department of Transportation procedures now or hereinafter in effect.
2.04 Except in cases of emergencies, the Employer shall give two (2) week’s notice before instituting shift changes for Terminal Department.

2.05 Auto ticket sellers or auto ticket takers having completed ten (10) years of continuous service with Washington State Ferries shall receive the auto deck rate of pay when the seller or taker’s health will not permit them to remain employed as an auto ticket seller or ticket taker.

2.06 A ticket seller working at all terminals without automatic toll machines shall be able to transfer overages and shortages between terminals unless unusual circumstances arise which will be handled through the Grievance procedure.

2.07 Safes with combination locks shall be provided by the Employer for each ticket seller to whom ticket stock and cash working funds are issued.

2.08 Only authorized accounting personnel of the Employer shall be allowed access to safes assigned to individual sellers. Lock combination numbers shall not be issued to any other person.

2.09 The seller and Supervisor shall be present when an audit is made of their tickets or cash. Should the seller be unavailable to witness the audit, the union will provide a representative to witness the audit. A copy of the audit report shall remain in the safe for the seller’s review.

2.10 Ticket takers who have acquired seniority as on July, 1 1972, shall maintain their classification and rate of pay although assigned to terminal attendant classification duties. Furthermore, such ticket takers who have been assigned to terminal attendant duties shall not be required to take a ticket taker vacancy at any other terminal.

2.11 Terminal employees who have completed ten (10) years of service as employees of the Washington State Ferry System shall continue to receive the same rate of pay when employed in lower terminal classifications if the employee becomes handicapped to the extent the employee might otherwise lose his job.

2.12 Any year round employee who has worked in a higher classification for five (5) years and is demoted due to automation shall retain their previous higher classification. This rule does not apply to service reductions. In order to maintain the higher rate of pay the employee must take the next available assignment in the higher classification, unless that assignment is in excess of twenty five (25) miles of the assigned terminal as according to Schedule A. In cases of hardship the Union and the Employer will meet to discuss an appropriate application.
RULE 3 - TERMINAL VACATIONS AND RELIEF EMPLOYEES

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

3.02 The employer will determine the number of vacation slots at each individual terminal to be open for vacation bidding by employees assigned to that terminal in order to allow terminal employees to reasonably utilize their accrued vacation leave. Vacation selections will be done by company seniority. Permanent terminal employees will bid in the vacation pre-scheduling process through the terminal where the employee is permanently assigned. On-call employees will bid in the vacation pre-scheduling process through the terminal where they are working at the time of the vacation bidding. *(Note: Rule 18.13 applies to this section)* Vacation bidding will commence no later than October 1st and must be completed by December 15th of each year. All vacation selections must be in conjunction with the employee’s days off. No more than two weeks during the summer schedule may be selected on the first selection bidding. WSF shall provide as many additional relief personnel as are necessary to ensure employees are awarded the vacation and comp time they chose during the vacation bid period.

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

3.04 Each terminal will provide a minimum of one (1) three hundred sixty-five (365) day calendar for employees assigned to that terminal who can select single day vacations or comp time. Only seventy (70) hours in a calendar week may be open or selected. Openings or selections causing an excess of seventy (70) hours in a week will be at the discretion of the Terminal Supervisor. Single Day selections, after an initial bid by seniority will be administered on a first come, first served basis.

3.05 Vacation leave for Part Time/On Call Employees will be done in the same manner as above except that the vacation slots will be determined and posted system wide rather than at the individual terminal. Individual single day vacations and comp will be bid within the terminal calendar noted in Rule 3.04.

3.06 A minimum number of reliefs will be provided as follows:
<table>
<thead>
<tr>
<th>Location</th>
<th>Minimum Length</th>
<th>Around the Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anacortes</td>
<td>Not less than one</td>
<td>(1) year around</td>
</tr>
<tr>
<td>Bremerton</td>
<td>Not less than one</td>
<td>(1) year around</td>
</tr>
<tr>
<td>Bainbridge</td>
<td>Not less than two</td>
<td>(2) year around</td>
</tr>
<tr>
<td>Colman Dock</td>
<td>Not less than three</td>
<td>(3) year around</td>
</tr>
<tr>
<td>Clinton/Keystone</td>
<td>Not less than one</td>
<td>(1) year around</td>
</tr>
<tr>
<td>Edmonds</td>
<td>Not less than one</td>
<td>(1) year around</td>
</tr>
<tr>
<td>Fauntleroy</td>
<td>Not less than one</td>
<td>(1) year around</td>
</tr>
<tr>
<td>Mukilteo</td>
<td>Not less than one</td>
<td>(1) year around</td>
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<tr>
<td>Point Def/Vashon</td>
<td>Not less than one</td>
<td>(1) year around</td>
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<tr>
<td>Port Townsend/Kingston</td>
<td>Not less than two</td>
<td>(2) year around</td>
</tr>
<tr>
<td>Southworth</td>
<td>Not less than one</td>
<td>(1) year around</td>
</tr>
</tbody>
</table>

3.07 **SEASONAL RELIEF TRAFFIC POSITIONS**

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

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

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

**RULE 4 - TRAVEL AND MILEAGE PAY**

4.01 All travel time shall be paid at the employee’s regular straight time rate of pay.

4.02 Part time and On Call employees will be assigned a home terminal, when working multiple terminal groupings, one terminal will be assigned as the home terminal. No travel time pay shall be paid to part-time or on call employees; however, mileage will be paid in accordance with Appendix B Rule 4.04 when working a terminal not assigned as their home terminal. Year Around and Seasonal Relief Employees will be assigned a home terminal. When working multiple terminal groupings, one Terminal within that grouping will be assigned as the home terminal. When the year around or seasonal relief is required to work away from their home terminal they will be paid travel time and mileage as outlined in Schedule A, which is attached hereto and made a part hereof.

4.03 Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.
4.04 Employees who are not relief employees shall be paid mileage and travel time, both ways, for the distance between their regular relieving terminal or the terminal nearest their home, and the temporary relieving terminal which ever is less, in accordance with Schedule A, when employees are, at the Employer’s initiative, taken away from their terminal and temporarily assigned to a different terminal.

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

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

5.02 Part-time and On Call employees may be employed subject to the following conditions:

1. No employees employed by the Employer on March 31, 1980, shall be laid off as a consequence of adoption of Part-time shifts or the employment of Part-time employees, nor shall they be required to work Part-time shifts. Part time shifts are scheduled shifts of less than forty (40) hours per week, and shall not exceed thirty-five (35) shifts in the Terminal Department.

2. All hours worked in excess of ten (10) hours in any day, or forty (40) hours in any one (1) work week schedule shall be paid at the overtime rate, provided that employees who are working in positions which are affected by other overtime provisions in the Agreement or its Appendices shall be paid overtime as provided for in such provisions.

3. The employment of part-time employees shall only be allowed in the Terminal, Deck, and Information Departments. The employment of On call employees shall be allowed in the Terminal, Deck, and Information Departments.

4. **Sick Leave**
   Part-time and On Call employees shall accumulate sick leave on a pro-rata basis, but may not use it until such time that they are assigned to a scheduled position.

5. **Annual Leave**
   Part-time and On Call employees shall accumulate annual leave on a pro rata basis.

6. Part-time and On Call Terminal Department employee’s job assignment procedures shall be as follows:
a. Prior to the major schedule changes (Summer and Fall) the Employer will post the new system-wide Terminal work schedules at each Terminal. The schedules will reflect system-wide part-time shifts and on call assignments. Not more than two (2) such postings will be required annually.

b. Within three (3) calendar days after each schedule change is posted, part-time and on call employees shall enter their shift and assignment.

c. choices on preference sheets and give the completed preference sheets to their respective Terminal Supervisors.

d. Part-time shifts and on call assignments will be assigned from the preference sheets, giving priority to senior employees.

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

1. Fauntleroy/Vashon/Pt. Defiance
2. Bremerton/Southworth
3. Colman Dock
4. Bainbridge/Kingston
5. Kingston/Pt. Townsend
6. Mukilteo/Edmonds
7. Clinton/Keystone
8. Anacortes

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

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

INFORMATION DEPARTMENT

RULE 1 – HOURS OF EMPLOYMENT, OVERTIME, AND ASSIGNMENT

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

A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or

B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

C. No work schedule shall have less than eight (8) hours off between scheduled shifts unless otherwise noted in Rule 1.06 (B)(1)(b) and Rule 1.06 (B)(2)(a).

D. On Outreach days, shifts and hours will be offered by Seniority. Actual hours worked, not to exceed ten (10) hours, will be paid to Employees.

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

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

1.03 Part-time and on call employees shall be allowed to work ten (10) consecutive hours per day. Employees reporting to a shift shall be paid not less than four (4) hours and hour for hour thereafter not to exceed ten (10) hours. Overtime shall be paid whenever the employee works more than ten (10) hours per day or forty (40) hours per work week.
1.04 Shift Change. In the event that full-time year around shifts change or new full-
time year around shifts are established for seasonal purposes, full-time, year
around employees shall choose shifts according to seniority in their classification.
For the purposes of this rule a shift change means when any shift changes by
more than one (1) hour and/or the days off change, then all shifts will open up for
bid in the Information Department.

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

A. System wide lateral transfers in the Information Department by
classification seniority.

B. System wide by year around Information Department employees
requesting promotion to a higher classification by seniority.

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

D. Assign the most senior part-time/on-call employee within the Information
Department to the year around position.

1.06 FILLING OF TEMPORARY POSITIONS

A. THIRTY (30) DAYS OR MORE - Temporary positions of thirty (30) days
or more will be offered to part-time/on call employees, by seniority.
These temporary positions are filled for the whole term.

B. TEMPORARY POSITIONS - LESS THAN THIRTY (30) DAYS - Job
openings of thirty (30) days or less will be filled in the following manner:

1. WEEKLY ASSIGNMENTS
   a. Part-time/on call employees will be offered schedules for
      known vacancies on a weekly basis based on their seniority
      and availability. The schedule will be posted in a location
      that can be viewed by all employees. This schedule and
      any changes will be provided for all affected employees
      and it will be the responsibility of each employee to read
      and make note of their assignments.
2. **DAILY ASSIGNMENTS**
   a. Daily vacancies will be offered to Part-time and on call employees, by seniority, when the number of hours of the vacancy is greater than their daily hours and will be restricted to one (1) reassignment per day. In the event all Part-time and on call employees refuse the offer, the employee with the least date of hire will be assigned the shift. Failure of the employee to respond to a call within fifteen (15) minutes will allow the shift to go to the next senior employee in line.

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

A. Variance - Employees may submit a vacation request with less than six (6) weeks notice two (2) times during the Summer schedule and three (3) times during Spring and Fall schedules. All such requests may be granted at the Employer’s discretion based on business necessity.

B. All schedules will be prepared and released no less than six (6) weeks in advance. If the schedule is not received six (6) weeks in advance, employees will have one (1) week following the release of the schedule to submit a vacation request for dates during the first six (6) weeks of the schedule and have the request deemed timely (and not in Variance) even if less than six (6) weeks notice is given by the employee.

C. Nothing in this rule shall be deemed to limit the authority of the Department Manager or his/her designee to authorize time off under unusual circumstances, even where the request for time off does not fall within the criteria set forth above.

**RULE 2 – WORKING CONDITIONS**

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

A. Personnel covering vacations, days off, etc., who relieve Customer Service Agents shall be assigned to the highest classification worked and shall be paid at that rate for all work performed.
2.02 Except in cases of emergencies, the Employer shall give six (6) week’s notice before instituting shift changes for Information Department.

RULE 3 – TRAVEL AND MILEAGE PAY

3.01 All travel time shall be paid at the employee’s regular straight time rate of pay.

3.02 No travel time or mileage pay shall be paid to part-time or on call employees, except that when an on call or part-time information department employee is assigned to a temporary assignment and that assignment includes travel to another location which is away from their normal work station in the information department or regular work station.

3.03 Distances and travel times between terminals shall be as set forth in “Schedule A” attached hereto and made a part hereof.

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

3.05 Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.

3.06 Employees shall be paid mileage and travel time, both ways, for the distance between regular work station and the temporary workstation whichever is less, in accordance with Schedule A.

3.07 If the Employer requires an employee to use a private car for travel between terminals, travel pay, if any, and mileage will be paid in accordance with Schedule A.

RULE 4 – PART-TIME AND ON CALL EMPLOYEES

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

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

A. No employees employed by the Employer on March 31, 1980 shall be laid off as a consequence of the adoption of part-time shifts or the employment of part-time employees, nor shall they be required to work part-time shifts.
B. The maximum number of Part-Time positions in the information department shall be three (3), unless additional positions are agreed upon in a conference between the Employer and the Union. Part-time employees will not be used to reduce the number of full-time employees in the Information Department below six (6).

C. The employment of part-time employees shall be allowed in the Information Department. The Employment of on call employees shall be allowed in the Information Department.

D. Sick Leave. Part-time and on call employees shall accumulate sick leave on a pro rata basis, but may not use it until such time that they are assigned to a scheduled position.

E. Annual leave. Part-time and on call employees shall accumulate annual leave on a pro rata basis, and may request a vacation of not less than five (5) consecutive days, when mutually agreed to by both the employee and the Employer. Leave may not be taken until the employee has worked one thousand forty (1,040) hours.
APPENDIX D – HIRING PROCEDURES

RULE 1 - GENERAL

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

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

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

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

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

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

1.04 The Union may continue its participation in the orientation program as previously agreed.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INLANDBOATMEN’S UNION OF THE PACIFIC
(MARINE DIVISION OF THE INTERNATIONAL LONGSHORE & WAREHOUSE UNION)
AND
WASHINGTON STATE FERRIES

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

1. WSF and the IBU agree to the installation of overt cameras within the interior space of WSF tollbooths. The placement of the interior camera will be above the EFS device giving view of the entire working countertop, inclusive of the selling window, to approximately 18” behind countertop. It will not be used to record in any other interior spaces, such as the area in the back of the booth.

2. Cameras inside tollbooths will be used to record and monitor sales transactions in conjunction with the Electronic Fare System and exterior cameras to provide complete coverage of sales transactions.

3. The recording of transactions is to be used as a deterrent to theft and to provide information regarding whether theft has occurred.

4. Recordings will only be used in disciplinary cases involving theft. Recordings may be used as a tool to enhance performance, but not as a tool to discipline for reasons other than theft.

5. Suspected theft of sales transactions will not be cause for discipline unless supported by video surveillance.

6. Sellers will not be, disciplined for events beyond their control e.g.: Vehicle refuses or fails to stop at tollbooth.

7. Sellers may view events of their sales during regular work hours in order to substantiate procedures.

8. The Union may view recordings on a random basis to ensure the terms of this agreement are complied with.

9. A Fleet Advisory will be sent informing all employees of their responsibility for egress/and ingress to WSF facilities.

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

This agreement only applies to those areas that are monitored by video surveillance connected to the EFS system. Theft outside of the EFS surveillance system is not contained in this letter of understanding.
For Washington State Ferries:                               For the Inlandboatmen’s Union:

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

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

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

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

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

Signed this 19th day of May, 2005.

WASHINGTON STATE FERRIES SYSTEM

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

/s/   /s/
ADDENDUM C

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

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

1. The ‘enhanced’ training is required for all IBU represented fleet employees that have firefighting responsibilities aboard vessels.

2. The ‘enhanced’ training is approved and sanctioned via the Standards of Training, Certification and Watchkeeping for Seafarers, 1995 (STCW ’95) and the United States Coast Guard.

3. WSF is in the process of creating a domestic equalization with international standards to enable WSF employees to qualify for WSF international opportunities.

4. WSF non-exempt employees are required to be medically fit for duty and SCBA fit-tested as part of the ‘enhanced’ training program.

5. Should an employee be unable to meet all the proficiencies of the ‘enhanced’ firefighting training, no adverse disciplinary action will be taken on behalf of WSF.

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

WASHINGTON STATE FERRIES SYSTEM

/s/ Captain Kellly Mitchell
Senior Port Captain

/s/ Paul Elsey
Labor Relations Negotiator

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

/s/ Dennis W. Conklin
Regional Director
ADDENDUM D

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

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

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

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

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

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

For WSF

/s/
Dated: 05/30/2003

For the IBU

/s/
Dated: 05/30/2003
ADDENDUM E

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

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

1. Seniority shall be established by classification(s) within the departments that follow. For seniority purposes, classifications of Terminal Department shall fall into two (2) categories:
   a. Auto Ticket Seller, Passenger Ticket Seller
   b. Passenger Ticket Taker, Auto Ticket Taker, Dock Watchman, Terminal Attendant

2. Employees hired in Category B, who are promoted to Category A, retain all their seniority for purposes of job bumping. Employees promoted to seller positions establish a seller seniority date, and shall retain all of their seniority in the lower classification.

3. Employees who are bumped from a higher classification to a lower classification use all their departmental seniority in the lower classification in the event of a bump.

4. Sellers who are bumped from their terminal must retain a seller position (that their selling seniority will provide) before being able to bid for a lower classification system-wide-unless the Employer and the Union do a Memorandum of Understanding to alter the CBA.

5. The parties agree to these above understandings. The agreements are based on past practice that the parties desire to retain as an agreement between the parties.

6. The IBU agrees that it shall not file any grievances through the CBA between the parties, nor will it file (in any other legal forum whatsoever) any legal action challenging this agreement herein between the parties regarding this applicable seniority.

7. The IBU further agrees to hold harmless and indemnify WSF for any and all liability associated with administration of these seniority applications.
Washington State Ferries System

/s/
Michael Manning
Labor Relations Manager

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

/s/
Dennis Conklin
Passenger Industry Business Agent/PSR,
ADDENDUM F

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

THE INLANDBOATMEN’S UNION OF THE PACIFIC

Regarding Deck Dispatch Rules By Seniority

1. PARTIES:
The parties referred to in this Memorandum of Understanding (MOU) are The State of Washington, Washington State Ferries, Division of the Washington State Department of Transportation (WSF); and the Inlandboatmen’s Union of the Pacific (IBU)

2. PURPOSE:
These parties have entered into this MOU to establish and implement a process for dispatch of Relief and on-call employees for a test period of three months. At the end of the three-month test period the Parties will evaluate the success of this process and enter into negotiations to modify it, if necessary.

3. TERMS OF MOU:
The parties to this MOU agree:

1. Beginning with the start of the 2007 Summer Schedule, dispatch of Relief and on-call employees will be conducted in accordance with the process set forth in the attached “Deck Dispatch by Seniority Process, Pilot Program” (Attachment A).

2. At or near the end of the 2007 Summer Schedule, the Parties will meet to determine whether the process outlined in Attachment A shall continue in effect as currently configured. If either Party desires to modify the test process, the Parties will meet and bargain suggested changes in the process until such matters are resolved. Until final resolution, Attachment A shall remain in effect.

3. To the extent the new Deck Dispatch by Seniority Process, Pilot Program (Attachment A), conflicts with any existing provision(s) of the Collective Bargaining Agreement, Attachment A will control as long as it remains in effect.
4. WSF agrees to add three permanent, year-around OS relief positions, for a total of nine, commencing January 1, 2008 and continuing through duration of the 2007—2009 biennial collective bargaining agreement of the parties.

5. Unless earlier terminated by agreement of the parties, this MOU shall remain in effect until June 30, 2009.

For the IBU: /s/ 5/30/2007
Dennis Conklin
Regional Director, Puget Sound Region

For the State of Washington: /s/ 5/30/2007
John Dryer
Chief Negotiator, OFM
ADDENDUM I

IBU & WSF

DECK DISPATCH BY SENIORITY PROCESS
PILOT PROGRAM

SUMMER PRE-SELECTON OPEN JOB ASSIGNMENTS-AB Reliefs

1. **Pre-selection Information** During the first week of the Summer Schedule each AB Relief employee and the Union will be provided all summer pre-selection AB open job assignments information. This information will include:

   - Guidelines on the pre-selection procedure
   - Forty (40) hour vacation segments
   - Single vacation and compensatory days
   - Multi-day assignments-defined as same watch, same person, consecutively assigned days (unbroken by regularly scheduled days off)
   - All known make-up and/or beef-up open job assignments
   - Final Summer route list

2. **Notification via Email or Mail** The above information will be sent via email to the Union and each AB Relief employee, with an identified email address. Those employees who do not have an email address on file with WSF will be sent a paper copy through the mail. At the end of each day the Union and each employee, with an identified email address, will be sent an update that identifies remaining open job assignments.

3. **Pre-selection Process** The Dispatcher will contact each AB Relief, by seniority, during the first two weeks of the Summer Schedule to document the employee’s selections. The Union and the Employer will confer a week prior to the start of Summer Schedule to identify a start date for the pre-selection process. Dispatch will attempt to contact eight (8) AB Reliefs each day, by seniority, between the hours of 8:30am and 4:00pm.

   A. The Dispatcher will call the Relief, starting with the most senior Relief employee, at the employee provided phone number(s) and/or the vessel, if the employee is working onboard the vessel. The Relief will have fifteen (15) minutes to return the phone call or thirty (30) minutes if onboard a vessel. If onboard a vessel, barring an operationally necessity, Reliefs will be provided the time necessary to complete their pre-selections. In the event of an onboard operation situation, the pre-selection process will be placed on hold until the situation is over and the Relief employee contacts Dispatch within the timeframes outlined above. If the Relief does not call within the above timeframe the Dispatcher will call the next most senior Relief employee. If a Relief employee calls outside the callback period the Dispatcher shall recognize the Relief’s seniority, at the time of the callback, before moving to the next AB Relief employee.
B. During this Pre-selection phase, employees will not be entitled to select a portion of a touring watch, forty (40) hour vacation segment or multi-day assignment.

4. After pre-selection by the AB Relief employees any remaining open job assignments for the work period will be included in the “First Version” AOSS AB open job assignment sheet.

First Version- AOSS AB OPEN JOB ASSIGNMENTS

1. At the completion of the dispatch pre-selection process, management will prepare the “First Version” AOSS open job assignment sheet. A copy of this sheet will be sent to the Union and to Reliefs as described in pre-selection # 2 above. This “First Version” AOSS sheet will reflect the updated list of all known open job assignments for the work period.

2. The Dispatcher, utilizing the “First Version” AOSS open job assignment sheet, will contact, in seniority order, AB Relief employees who do not have a total of ten (10) days of work in the work period. The AB Relief employee will be given a choice of available job assignments for the employee’s remaining open days.

   A. Dispatch will call the employee at the employee’s supplied phone number(s) and/or vessel, if the employee is working onboard the vessel. The employee will have fifteen (15) minutes to return the phone call or thirty (30) minutes if onboard a vessel. If onboard a vessel, barring an operationally necessity, Reliefs will be provided the time necessary to complete their selections. In the event of an onboard operation situation, the selection process will be placed on hold until the situation is over and the Relief employee contacts Dispatch within the timeframes outlined above. If the Relief does not call within the above timeframe the Dispatcher will call the next most senior Relief employee. If an employee calls outside the callback period, the Dispatcher will recognize the employee’s seniority, at the time of callback, before moving to the next lower senior employee.

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

   A. Employees may select a portion of any assignment, except for a touring watch (as defined in Rule 1.17), a forty (40) hour vacation segment, or offsetting shifts as defined below, in order to complete the ten (10) days of total work for the work period. Offseting shifts refer to two (2) shifts on consecutive days, for the same person on the same watch, that do not total more than sixteen (16) hours (e.g. nine (9) and seven (7) hour proportion of a touring watch, forty (40) hour vacation segment or multi-day assignment.
shifts). Management will normally approve such selections unless there is an emergency situation. In this event, Management will contact the Union with the rationale for such decision(s).

**B.** Employees are entitled to two (2) consecutive free days during each work period. If an employee desires to work on their free day they will make known this desire at the beginning of the dispatch call.

**C.** Once an employee selects an assignment they will not be removed from the selected assignment unless the employee being relieved returns to such assignment or as mutually agreed to by the employee and the Employer.

4. Once all AB Relief employees have been contacted per the above process the Dispatcher will contact, in seniority order, on-call employees and give them a choice of unfilled job assignments from the “First Version” AOSS sheet. Section 3A above will apply to such choices.

5. After the above process is completed, if any job assignments remain open on week one (1) of the work period on the “First Version” AOSS sheet, the Dispatcher will assign such open positions, to on-call employees, in reverse seniority order, until all week one (1) of the work period “First Version” AOSS open job assignments have been filled.

**Second Version-AOSS AB OPEN JOB ASSIGNMENTS**

1. At the completion of the “First Version” AOSS AB dispatch process, management will prepare a “Second Version” AOSS AB open job assignments sheet, which will include all job assignments that have opened up since the “First Version” AOSS sheet was prepared and any remaining open job assignments in week two (2) of the work period. The Dispatcher will then begin the process as outlined in section 1-4, “First Version” AOSS AB open job assignments, above.

2. If any job assignments remain open on the “Second Version” AOSS sheet, after the above process is completed, the Dispatcher will assign such open positions, to on-call and relief employees, in reverse seniority order, until all “Second Version” AOSS open job assignments have been filled.

3. During the “Second Version” AOSS sheet dispatch process Reliefs/on calls may select a portion of any assignment except a touring watch or offsetting shift as defined above. Management will normally approve such selection unless there is an emergency situation. In this event, the Union will be contacted with the rationale for such decision(s).
EXCEPTIONS:

A. AB Relief employees previously assigned to other job assignments will be offered, in seniority order, open positions on annuals, boat moves, and/or sea trials, created in AOSS more than 24 hours in advance of the assignment, provided that under no circumstances will employees be allowed to split either a touring watch or an offsetting assignment (as defined above) to work a boat move or sea trial.

B. AB Relief employees will not be offered OS assignments unless, at management’s discretion, that is the only work available, at the time they are called.

C. During this pilot program the rules in the current collective bargaining agreement regarding dispatch of on call employees will be suspended for the “First Version and Second Version” of this process. However, those same CBA rules regarding dispatch of on-calls shall apply during the day-to-day dispatch process.

D. Jobs assigned to an on-call employee must be within a 35 mile radius of the on-call’s homeport.

OS RELIEFS

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

A. During the Pre-selection process, Dispatch will attempt to contact three (3) OS Reliefs each day between the hours of 8:30AM and 4:00 PM.

B. OS Reliefs do not have the right to promote per Rule 19.01 and Appendix A, Rule 1.05.C except as follows:

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

EXPEDITED DISPUTE RESOLUTION PROCESS:

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

In the event of such a dispute, the parties agree upon the following process:
1. Within fifteen days of the alleged violation of the DDSP, the IBU will notify WSF, in writing, of the violation. The notice shall include the name of each affected employee, the date(s) and nature of the violation, the section of the DDSP believed to have been violated, and the relief requested. The notice may be delivered by mail, fax, or in person. Time periods specified herein shall run from the date of actual receipt. All notices shall be to a Port Captain.

2. Within five working days of receipt of the notice referred to above, the Port Captains will schedule a meeting with an IBU representative to discuss the dispute. The meeting will be scheduled as expeditiously as possible, but in no event more than ten (10) working days from receipt of the notice. In the alternative, WSF may inform the IBU in writing that the relief requested in the notice will be granted in full.

3. If a meeting is held pursuant to Paragraph 2 above, it shall be between a union and a WSF representative with full authority to settle the dispute. If the matter is settled at the meeting, the representatives will reduce the settlement to writing and sign and date the writing. No specific format or requirements are prescribed and any writing mutually understood by the representatives shall be deemed adequate.

4. If the representatives do not settle the matter, a second meeting shall be scheduled with the Independent Arbitrator. For purposes of this MOU, the parties have selected Elizabeth Ford to serve as a Private Arbitrator. Both parties understand that Arbitrator Ford served as mediator, assisting the parties in reaching agreement in the DDSP. The Parties further agree that Arbitrator Ford played no role in their selection of her as Independent Arbitrator. The meeting shall be scheduled as expeditiously as possible, but in no event more than fifteen days from the date of the WSF – IBU meeting, unless the Independent Arbitrator approves scheduling at a later time.

5. At the meeting with the Independent Arbitrator, WSF and IBU will each send one representative, not a lawyer. Additional individuals may attend the meeting with the prior approval of the Independent Arbitrator. The representatives shall each have the opportunity to present information concerning the dispute to the Independent Arbitrator, orally and/or in writing. No witnesses will be called. The Independent Arbitrator shall have sole and unfettered discretion to consider any evidence that is presented by the representatives, as well as to limit the length or volume of information presented. The Independent Arbitrator shall have the authority to question the representatives and ask for further information, and to control the conduct of the meeting in any fashion.

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

For the State of Washington:  
For the Inlandboatmen’s Union of the Pacific:

/s/  
John Dryer  
Chief Negotiator, OFM  
5/30/2007

/s/  
Dennis Conklin  
Regional Director, Puget Sound Region  
5/30/2007

Date  
Date
ADDENDUM J

MEMORANDUM OF UNDERSTANDING REGARDING REIMBURSEMENT OF TACOMA NARROWS BRIDGE TOLL

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

1. Washington State Ferries will reimburse the toll on the Tacoma Narrows Bridge to only those employees that are permanently assigned to the Bremerton/Seattle route due to an inability to bid elsewhere and are required to drive from the Kitsap Peninsula through Tacoma at the end of their watch at the end of the service day.

2. Washington State Ferries will only reimburse for those days reflected on the watch schedule and the employee actually traveled for work.

3. The reimbursement will not be given to relief or on call employees.

4. Washington State Ferries will determine the reimbursement process; however, included in that process will be proof of usage.

5. This agreement is non-precedent setting and does not create a practice for any current or future tolling on bridges or roadways.

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

_________________________  ___________________________
/s/  /s/  
Jerry Holder  Steve Rodgers  
OFM/LRO  Washington State Ferries

_________________________  ___________________________
/s/  /s/  
Tim Saffle  Dennis Conklin  
International Organization of Masters  Inlandboatmen’s Union of the Pacific  
Mates and Pilots
ADDENDUM K

MEMORANDUM OF UNDERSTANDING
REGARDING THE EMPLOYMENT OF RETIRED EMPLOYEES
HAVING WORKED THE 2009 SUMMER SEASON

The Washington State Ferries (WSF) and the Inlandboatmen’s Union of the Pacific, Puget Sound Region mutually agree to this Memorandum of Understanding (MOU) addressing the retired employees listed below and their eligibility to be rehired as retirees.

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

The following employees worked the 2009 summer season and are considered eligible to be rehired in the department in which they worked during the 2009 summer season, compensated commensurate with the position in that department, and consistent with the MOU agreed to by the parties regarding the rehiring of retired WSF employees:

- Rob Ramsey - Terminal Watch/Attendant
- Pete Jones - AB
- Julie Jones - AB
- Ken Cole - Auto Ticket Seller

Mutually agreed to this 30th day of November, 2009

/s/ Jerry Holder
/ofm/LRO

/s/ Steve Rodgers
/Washington State Ferries

/s/ Paul A. Ganalon
/Washington State Ferries

/s/ Dennis Conklin
/Inlandboatmen’s Union of the Pacific
ADDENDUM L

MEMORANDUM OF UNDERSTANDING
REGARDING THE EMPLOYMENT OF
RETIRED EMPLOYEES

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

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

1. WSF employees who retired under the provisions of the Retirement Systems administered by the State of Washington may be rehired consistent with all applicable provisions, laws and regulations of the applicable retirement system.

2. The hiring and selection of retiree(s) shall be at the sole discretion of WSF. Retired WSF employees that are interested in working during the following specified periods shall notify WSF of their interest, in writing. The hiring of Retirees will be limited to five (5) in the Deck Department and five (5) in the Terminal Department during the shoulder schedules May 1st through June 15th and the end of Summer Season through the first week period of October.

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

3. All existing part-time and on call employees will be offered work prior to offering an assignment to retirees.

4. At the end of the above specified period, the retiree shall be informed as to their status of being eligible or ineligible for rehire for the following period(s) or Summer Season. If the retiree is not eligible for rehire, the reason(s) for being ineligible shall be given in writing and the retiree may ask the Director of Operations or his designee for reconsideration. However, the final determination shall not be subject to the Rule 14, grievance procedure.
5. The hiring of retirees for work other than during the period(s) specified shall be by the mutual agreement of WSF and IBU. Such agreement shall be in writing. However, Retirees who were employed during the period(s) specified above may be called to voluntarily work Thanksgiving day, six (6) days before and/or six (6) days after Thanksgiving day, Christmas day, six (6) days before and/or six (6) days after Christmas day, if all other employees have already been offered positions and WSF continues the need to fill vacancies.

Mutually agreed to this 30th day of November 2009.

/s/ Jerry Holder
OFM/LRO

/s/ Steve Rodgers
Washington State Ferries

/s/ Paul A. Ganalon
Washington State Ferries

/s/ Dennis Conklin
Inlandboatmen’s Union of the Pacific
ADDENDUM M

MEMORANDUM OF UNDERSTANDING
REGARDING EARLY RELIEVING PROCEDURES

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

1. Employees may be properly relieved prior to the end of their scheduled watch and at a terminal other than the terminal where they began the duties.

2. The Master shall know the work status of all watch-standers. Employees requesting to be relieved early shall inform the Mate of their request and the Mate shall immediately inform the Master. If the Mate is not available, the employee shall make the request to the Master. The Master retains the authority to deny any requests for early relief of any of their assigned crew.

3. Any agreement between employees to relieve early or be relieved early shall not violate the CBA manning levels.

4. Any agreement between employees to relieve early or be relieved early shall not be subject to grievance process.

5. There shall be no Deck bump-up as a result of early relief without the Mater’s or Mate’s approval. Early reliefs shall be qualified, competent and shall perform the duties of the position being relieved.

6. The early relieving of an employee shall comply with SMS crew dispatch qualifications and procedures.

7. The early relieving of an employee shall comply with USCG crew endurance standards. (No violation of the 12 in 24 Rule)

8. The ships log and the employees’ time sheets shall document accurately any relief, to relieve early or to be relieved early.

9. Employees shall be compensated for only those hours of the watch they are scheduled whether relieved early or relieving early.

10. Overtime shall be paid only for the time actually worked beyond employee’s scheduled shift whether relieved early of relieving early.

11. Relief employees relieved early that are entitled to travel time for the watch being worked shall adjust their pay to travel within the workday. Relief employees relieved early at terminals other than the regular relieving terminal will be paid travel time from that terminal to their home terminal. (This rule neither increases nor decreases any travel time cap, arbitrated or negotiated.)
**Example 1**
Employee A is scheduled to work from 0500 to 1300 (8hrs). End of shift is 1300
Employee B is scheduled to work from 1300 to 2100 (8hrs). End of shift is 2100

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

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

**Example 2**
Employee A is scheduled to work from 0500 to 1300 (8hrs). End of shift is at 1300
Employee B is scheduled to work from 1300 to 2100 (8hrs). End of shift is 2100

*Actual ring off is 1305*

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

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

**Example 3**
Employee A is scheduled to work from 0500 to 1300 (8hrs). End of shift is 1300
Employee B is scheduled to work from 1300 to 2100 (8hrs). End of shift is 2100

*Actual ring off is at 2105*

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

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

**Example 4**
Employee A is a Relief employee scheduled to work from 0500 to 1300 at Bremerton (8hrs).
Employee B is scheduled to work from 1300 to 2100 at Bremerton (8hrs). End of shift is 2100

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

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

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

/s/ Jerry Holder
OFM/LRO

/s/ George A. Capacci
WSDOT Ferries Division

/s/ Leah Maurseth
WSDOT Ferries Division

/s/ Dennis Conklin
Inlandboatmen’s Union of the Pacific

/s/
Inlandboatmen’s Union of the Pacific
LETTER OF UNDERSTANDING NO. 1

Schedule A

As discussed at the bargaining table the parties agree that a review of schedule A for possible update should occur. Also it was recognized that Schedule A has a significant impact across the Agency and other Unions. The Employer agrees to convene a joint committee of representatives of the Ferries Unions and appropriate management to evaluate Schedule A.
LETTER OF UNDERSTANDING NO. 2

Scheduling

As discussed at the bargaining table the parties agree to meet and discuss various work shifts options and the feasibility of implementing any such option. The parties further agree to utilize the Labor Management Committee, as provided for in the agreement, as the forum for these discussions. By mutual agreement, the Parties may increase the number of committee members in the LMC meetings regarding this subject.
LETTER OF UNDERSTANDING NO. 3

New Construction

Beginning November of 2007 Union and Employer representatives will meet on a six (6) month basis to discuss any current or new construction projects (i.e. new or refurbishment of vessels, new or remodel of terminals, etc) that may impact bargaining unit employees. The Labor management Committee will be utilized between meetings to discuss issues of mutual concern regarding any planned projects.
LETTER OF UNDERSTANDING NO. 4

Sleeping Quarters

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

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A-58
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July, 2009.

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

/s/ Alan Cote
IBU National President

/s/ Dennis Conklin
IBU Regional Director

For the State of Washington:

/s/ Christine O. Gregoire
Governor

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