2009-2011

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE STATE OF WASHINGTON

AND

MASTERS, MATES & PILOTS

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

The terms and provisions herein contained constitute an Agreement by and between the State of Washington (hereinafter referred to as the “EMPLOYER”), and the International Organization Of Masters, Mates And Pilots, Pacific Maritime Region, United Inland Group, (hereinafter referred to as the “UNION”), which Agreement governs wages, hours, and various other conditions of employment on the property and vessels of the Employer as hereinafter provided.
RULE 1 - SCOPE AND INTERPRETATION

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

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

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

RULE 2 - DEFINITIONS

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

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

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

2.01.03 Anniversary Date
A Deck Officer’s “anniversary date” shall occur annually on the month and day that the Deck Officer first became employed by the Employer in any capacity.
2.01.04 **Break-In**
“Break-In” is the procedure, if any, by which the Employer uniformly requires all Deck Officers in a particular classification to obtain additional local knowledge of a route or routes operated by the WSF, and of the vessel or vessels assigned to such route or routes.

2.01.05 **Chief Mate**
The term “Chief Mate” refers to the Mate, senior in authority, assigned to a vessel which is manned by two (2) or more Mates.

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

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

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

2.01.07 **Demotion**
“Demotion” is the act of reducing a Deck Officer in rank from the Deck Officer’s present classification or pay rate to a lower classification or pay rate.
2.01.08 **Detention Time**
“Detention Time” refers to the elapsed time from the point in time at which a Deck Officer is relieved from duty, other than at the Deck Officer’s terminal of commencement, to the point in time of arrival at the Deck Officer’s home terminal for a regular relief, vacation relief, and extra relief Deck Officer, and to the Deck Officer’s terminal of commencement for a regular Deck Officer.

2.01.09 **Employee**
The term “Employee” includes all persons in the service of the Employer.

2.01.10 **Employer**
The term “Employer” means the State of Washington.

2.01.11 **Extended Temporary Position**
The term “extended temporary position” or “extended temporary assignment” refers to a position which is expected to exist for less than one (1) year, but for at least four (4) months.

2.01.12 **Extra Relief Deck Officer**
An “Extra Relief Deck Officer” is any Deck Officer on any current MM&P seniority list and is not presently assigned to any position. Of these, a specified limited number of “Extra Relief Deck Officers,” shall be paid travel time and mileage. Such specific limited number of Extra Relief Deck Officers shall be determined by current Letter(s) of Understanding, between the Union and the Employer. See Addendum D – Extra Relief Deck Officer.

2.01.13 **Extra Service Vessel**
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.

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

2.01.15 **Mate**
The term “Mate” includes Chief Mates and Second Mates, and is any Deck Officer, not a Master, who can establish seniority on the Mate’s Seniority Roster. The term “Mate” does not include the Temporary Mate Classification.
2.01.16 **Minimum License Qualifications**
The term “Minimum License Qualifications” shall mean only the minimum qualifications of a license including pilotage required of a Deck Officer by the United States Coast Guard in order for the Deck Officer to serve in the capacity of the Deck Officer’s classification on board all vessels operated by the WSF.

2.01.17 **Pilotage**
“Pilotage” is the term used to indicate that a Deck Officer has obtained an endorsement from the United States Coast Guard on the Deck Officer’s license signifying that the Deck Officer possesses the local knowledge required to obtain such an endorsement.

2.01.18 **Promotion**
“Promotion” is the act of raising a Deck Officer in rank from the Deck Officer’s present classification or pay rate to a higher classification or pay rate.

2.01.19 **Regular Deck Officer**
The term “Regular Deck Officer” shall mean any Deck Officer regularly assigned to a vessel, route or assignment that is maintained during periods of minimal service.

2.01.20 **Regular Position**
The term “Regular Position” or “Regular Assignment” refers to a position which is expected to be maintained during periods of minimal service or for at least one (1) year.

2.01.21 **Relief Position**
The term “Relief Position” or “Relief Assignment” refers to a position which is expected to exist for less than thirty (30) days.

2.01.22 **Regular Relief Deck Officer**
A “Regular Relief Deck Officer” is a Deck Officer with two (2) years on the Deck Officer’s Seniority Roster assigned by bid to a permanent relief position. The number of Regular Relief Deck Officers shall be limited to a specific number to be determined by negotiations and agreement between the Union and the Employer, and subject to review from time to time.

2.01.23 **Regular Relief Position**
A “Regular Relief Position” is a permanent position filled by bid with a Regular Deck Officer, and which is expected to last at least one (1) year.
2.01.24 **Route**
The term “route” refers to regularly established passages or runs between permanent established terminals operated by the Washington State Ferry System.

2.01.25 **Second Mate**
The term “Second Mate” refers to a Mate assigned to or serving on a vessel which is also manned by a Chief Mate.

2.01.25.01 **Passenger Only Mate**
The term “Passenger Only Mate” refers to a Mate assigned to a Passenger Only vessel, paid at the Second Mate’s rate of pay.

2.01.26 **Seniority**
“Seniority” is that quality of rank possessed by a Deck Officer, with respect to other Deck Officers, acquired as a result of the Deck Officer’s length of service, either with the Employer generally, or in each classification of Deck Officers.

2.01.27 **Temporary Mate**
The “Temporary Mate” classification applies to any Mate who does not appear on the Mate’s Seniority Roster, or who cannot establish seniority under the terms of this Agreement.

2.01.27.01 The “Trainee Mate” classification applies to any person who has established seniority and is not working in another Deck Officer classification that is added as an additional position to the normal crewing of a vessel for purposes of intensified and advanced training.

2.01.27.02 A “Designated Trainer” is a person who may be added to the normal crew of a vessel for purposes of providing training on board a vessel. Designated trainers may or may not be members of the bargaining unit.

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

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

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

2.01.30 **Transfer**
A “transfer” is the reassigning of a Deck Officer from the Deck Officer’s regularly assigned vessel, route or watch to a new or different vessel, route, or watch.

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

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

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

2.01.34 **Straight Watch**
A “straight watch” is any watch other than a touring watch as defined in Subsection 2.01.29 of this Agreement.
2.02 Other Terms
Unless the context of the particular Rule in question indicates otherwise, all other words and terms employed in this Agreement shall be given their common and ordinary meaning.

RULE 3 - UNION RECOGNITION AND SECURITY

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

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

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

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

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

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

**Dues Check-off Authorization Card**

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

3.07 **Check-off Waiver**

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

3.08 **Employer Indemnification**

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

**RULE 4 - HIRING PRACTICES**

4.01 **Present Employees**

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

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

4.03 **Temporary Work Permits**

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

4.04 **Notification of Project Assignments**

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

4.04.01 **Project Assignments**

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

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

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

4.04.03 **Promotion of Deck Officers Filling Project Assignments**

Any Deck Officers working on project assignments shall be paid according to the classification of their permanent assignment, except as follows: Any Deck Officer working on a project assignment, who is not a “Regular Deck Officer” according to Rule 2.01.20, shall be paid at the rate of Second Mate’s classification; all Deck Officers on project assignments shall be allowed the right of promotion during their
project assignment, if by their seniority they would be working in a higher classification, with review and approval of the Delegate Committee and a designated WSF representative.

**RULE 5 - MANNING OF VESSELS**

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

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

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

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

**5.04 Rejection of Deck Officers**
In the manning of its vessels or the filling of Deck Officer vacancies, the Employer shall be strictly governed by the provision of this agreement relating to seniority (Rule 20), but may reject any Deck Officer who is unsatisfactory, and
the reason or reasons for each such rejection are communicated in writing, within five (5) working days, to both the Deck Officer involved and to the Union.

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

RULE 6 - WAGES

6.01 Rates of Pay
Effective July 1, 2008, the following rates of pay shall apply:

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6.02 Calculation of Overtime Pay
Whenever the payment of overtime is required or authorized under any of the terms or provision of this Agreement, such payment shall be made at two (2) times the appropriate straight time rate of pay for each classification of Deck Officer receiving such pay.

6.03 Calculation of Pay During Jury Duty
No Deck Officer shall be required to report for work on any day that the Deck Officer is called for jury duty, nor shall any Regular Deck Officer be required to report for work during any calendar week in which the Deck Officer has been on jury duty call for five (5) days. Each Regular Deck Officer required to report for jury duty on a regular working day, whether actually impaneled on a jury or not, shall be paid the difference between any fee received for jury duty and eight (8) hours straight time wages for each such day. No payment shall be made for jury duty on a regular Deck Officer’s assigned days off. Any regular relief Deck Officer or Vacation Relief Deck Officer required to report for jury duty, whether actually impaneled or not, shall be paid the difference between any fee received for jury duty and eight (8) hours straight time pay for each such day, but not to exceed eighty (80) hours in any two (2) week work period. An extra relief Deck Officer shall be compensated in the same manner as a regular relief Deck Officer for the remaining portion of any assignment interrupted by jury duty.
6.04 Notwithstanding any other provisions contained within the Labor Agreement or any practice previously used in the payment of wages to employees covered by this Agreement, all employees will be paid pursuant to WAC 82-50-021 as now in effect or hereinafter amended by the Office of Financial Management (OFM). For purpose of this Agreement, the term “pay date” will be those days designated by the OFM as the official pay dates. For the purpose of this Agreement, the term “pay period” refers to those periods from the first (1st) to and including the fifteenth (15th) of each month, and from the sixteenth (16th) to and including the last day of each month.

**RULE 7 - TRAVEL PAY AND MILEAGE**

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

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

**RULE 8 - HOURS OF EMPLOYMENT AND ASSIGNMENT**

8.01 **Establishment of Work Periods**
The eight (8) hour work day is hereby established, and eight (8) consecutive hours shall constitute one (1) work day. A scheduled work period shall consist of five (5) work days on duty followed by two (2) consecutive days off duty, or ten (10) days on duty followed by four (4) consecutive days off duty; provided, however, that the Employer may, only with the consent and agreement of the Union, schedule Deck Officers who are assigned to single crew extra service vessels to work four (4) consecutive ten (10) hour work days followed by three (3) consecutive days off duty. All Deck Officers working regular assignments shall receive in wages not less than eighty (80) times the base straight-time rate for each two (2) week work period; provided, however, that such Deck Officers are available for work at the time scheduled by the Employer. Travel time, if any, shall be included within the scheduled work day, to the extent possible, when Deck Officers are assigned to move vessels to a different terminal or to a repair yard, and such vessel moves do not occupy the entire work day.
8.02 In cases where running schedules of vessels will not permit relieving of Deck Officers at port of embarkation within the eight (8) hour day, the overtime penalty will not be incurred; provided, however, that no Deck Officer shall work more than eighty (80) hours in a two (2)-week work period at the straight time rate. Before the Employer changes any printed running schedules, the Union shall be consulted to arrange schedules reasonably consistent with the health and safety of Deck Officers, and with properly and conveniently serving the customer, and to provide shifts for Masters and Mates that are as close to eight (8) hours as possible along with convenient relieving times. The Employer and the Union will each name two (2) employees to a committee whose purpose will be to examine existing work schedules and recommend improvements therein to the Employer, considering and giving effect, as far as practicable, to the recommendations contained in the 1987 Literature Review and Survey of Masters, Mates and Pilots of the Washington State Ferries on Health Indices Relevant to Shift Work. The said committee will meet within thirty (30) days of the execution of this Agreement and, thereafter, not less frequently than quarter-annually. Union members will be paid for eight (8) hours at their regular straight-time rate of pay for each committee meeting. Committee meetings will be scheduled to allow time for travel within the eight (8) hour shift. Mileage will be paid. If management extends the committee meeting time, then travel time will be paid as appropriate.

8.03 Relief at Terminal of Commencement
All Regular Deck Officers shall be relieved at the same terminal where they began their duties; and any such Deck Officer not so relieved shall be paid mileage and wages at the rate of pay applicable to the Deck Officer’s classification, whether overtime or straight time, for the total detention time involved. In returning to the Deck Officer’s terminal of commencement, the Deck Officer shall exercise the Deck Officer’s best efforts to minimize the cost to the Employer for travel pay and mileage consistent with the Deck Officer’s safety.

8.04 Establishment of Touring Watches
The Employer may establish touring watches with the reasonable consent of the Union. When a touring watch is established, the employment of Deck Officers assigned to such watches shall be at the straight time rate of pay for each such Deck Officer’s classification. No tour may exceed a period of twenty-four (24) hours and there must be a minimum of six (6) hours off duty between work shifts, with the only exception stated in Addendum F (Vashon/Fauntleroy/Southworth #2 Vessel). Whenever the off duty time between work shifts is less than six (6) hours, the Deck Officer’s compensation will be continuous at the applicable overtime rate of pay. Further, no touring watch may exceed five (5) consecutive tours to be followed by not less than four (4) consecutive days off duty. Whenever such a touring watch has been established, it shall be subject to change under the same conditions.
8.05 **Removal From Regular Assignment**
Whenever any Deck Officer is removed from the Deck Officer’s regular assignment and temporarily assigned to a vessel on a different route, or if the Employer requires any Deck Officer to use the Deck Officer’s private vehicle for travel between the Deck Officer’s terminal of commencement and the Deck Officer’s temporarily assigned terminal of commencement, each such Deck Officer shall receive travel pay and mileage for the distance between the regular Deck Officer’s regular relieving terminal or the terminal nearest the Deck Officer’s home, and the temporary relieving terminal, whichever is less, in accordance with Schedule A.

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

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

8.07 **Relief Assignments**
All Deck Officers working as regular relief, vacation relief, or extra relief Deck Officer as determined by current Letter(s) of Understanding between the Union and the Employer shall be assigned a home terminal as close as possible to their residence, and travel pay and mileage shall be paid to such Deck Officer in accordance with the provisions of Rule 7.01 and 7.02 of this Agreement, respectively, both to and from the Deck Officer’s terminal of commencement. If a regular relief, vacation relief, or extra relief Deck Officer is relieved at other than the Deck Officer’s terminal of commencement, the Deck Officer shall be paid actual mileage and wages at the rate of pay applicable to the Deck Officer’s classification, whether overtime or straight time, for the total detention time involved from the time and point of relief from duty to the time of arrival at the Deck Officer’s home terminal. In returning to the Deck Officer’s home terminal, the Deck Officer shall exercise the Deck Officer’s best efforts to minimize the cost to the Employer for travel pay and mileage, consistent with the Deck Officer’s safety.

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

8.08 **Free Day Implementation**
The WSF and the Union will utilize the Labor Management Committee to address the specific language surrounding free days and the implementation of such.

8.08.01 **Free Day Period**
Regular Relief Deck Officers shall be entitled to a number of free days. A free day is a pre-scheduled single calendar day assigned on a seniority basis. Subject to the provisions of Rule 8.08.02 below, Relief Deck Officers shall be entitled to decline dispatch to a scheduled job assignment that will encroach upon that employee’s free day(s). WSF agrees that it will not penalize any employee who declines to work his/her free day(s).

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

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

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

**RULE 9 - OVERTIME**

9.01 **Extended Work Days**
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. If the extended assignment exceeds five (5) hours, pay for such work shall be at the overtime rate with a minimum of eight (8) hours. Such extended work shifts shall not be scheduled on a daily or regular basis. The Employer shall not abuse the use of overtime to avoid scheduling another crew.
An employee may opt to accrue compensatory time off in lieu of overtime pay for any shift, or equivalent, which they would otherwise be guaranteed a full shift of overtime pay, as described in Rule 9. Employees may elect comp time, or overtime, or a combination thereof equivalent to the overtime rate of pay. If at any time the Union takes Rule 20.09 to arbitration (or interest arbitration) then WSF has the option of declaring Rule 9.01.01 null and void.

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

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

Early Call Out
Deck Officers may be called out early, prior to commencing their regular shift, and each such Deck Officer so called out shall be paid for the early call-out period at the overtime rate of pay applicable to the Deck Officer’s classification, in increments of one (1) hour; however, in no event shall a Deck Officer have less than six (6) hours off between watches.

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

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

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

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

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

9.06 **Extra Services in Emergencies**
Extra time on duty due to emergency service or delay resulting from collision, breakdown, terminal damage, stranding, rendering aid to another vessel, rendering aid to a person or persons in distress, or lifesaving, shall not result in overtime pay; rather, any such extra time so required shall be paid for at the appropriate straight time rate of pay for the applicable classification of Deck Officer working such extra time.

**RULE 10 - HEALTH AND SAFETY**

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

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

10.03 **Sleeping Rooms**
With the exception of the HIYU, all vessels where the hours of assignment are such that a Deck Officer completes a work shift and will begin the next work shift within nine (9) hours, shall have separate and reasonably quiet sleeping
environments for each Deck Officer so assigned. Possible crew sleeping areas are
to be equipped to provide hot and cold running water, adequate heating and
lighting, and meet WISHA air quality standards as determined by WSF’s
Industrial Hygienist. No Deck Officer shall be removed from the Deck Officer’s
appropriate quarter. Any failure to comply with the foregoing requirements shall
entitle each Deck Officer so assigned to reimbursement for the Deck Officer’s
actual expenses incurred for other sleeping accommodations as a result of such
failure. Where no public accommodations are available within reasonable
distance from the terminal and the above cannot be complied with, the Deck
Officer, upon proper notification, shall be relieved after the commencement of the
next assigned watch after completing one round trip, or as soon as possible
thereafter.

10.04 Meals Aboard Vessel
The charge for meals purchased and eaten on board the ferries while on duty or
while going to and from duty by Deck Officers shall be at one-half (1/2) the
normal retail price of such meals rounded upward to the nearest cent. Deck
Officers purchasing meals at a discount shall be required to sign sales slips at the
completion of service. The food discount shall be granted Deck Officers on the
route to or from places of assignment regardless of route traveled. Food discount
shall also be allowed officers riding for pilotage time.

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

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

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

**RULE 11 - HOLIDAYS**

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

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

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

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

11.03.02 **Procedure**
Deck Officers shall elect compensatory time or pay when accrued.

11.03.03 **Notice**
A Deck Officer desiring to use accumulated compensatory time off must submit a written request to the Employer, indicating the number of compensatory days off requested. Such written request shall be approved by the Employer, solely on a first come, first served basis, and seniority shall not be a consideration. Short notice request for comp time by phone may be granted for if a Deck Officer is available to relieve.
11.03.04 **Accumulation**
There shall be no limit on accumulation of compensatory time, except as provided by Washington State law and regulation.

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

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

11.05 **Payment of Overtime Associated with Scheduled Shifts Worked on a Holiday**
If a Deck Officer works beyond his scheduled shift on a holiday, he shall be compensated for such overtime hours at the rate of three (3) times the regular straight time rate of pay. In no event shall overtime worked on a holiday be compensated greater than triple time. Compensation for holiday overtime shall be computed in accordance with Rule 9.01.

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

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

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

RULE 12 - VACATIONS

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

12.02 Table of Vacation Credits
Vacation leave shall be credited in accordance with the provisions of Rule 12.01 and in compliance with the following table:

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<thead>
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<th>Working Days</th>
<th>Months</th>
<th>Working Days</th>
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<tbody>
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<td>2</td>
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<td>24</td>
<td>21 years or more</td>
<td>24 working days</td>
</tr>
</tbody>
</table>

12.03 Delegate Committee
Vacations shall be taken in accordance with the schedule prepared by the Delegate Committee, which shall meet annually to prepare a schedule for the succeeding year. Vacation periods for all Deck Officers with Deck Officer Seniority Roster dates of September 17, 1972 or earlier, excluding Masters who did not actively work as Master prior to July 1, 1976, shall be assigned from the Deck Officer’s Seniority Roster. Vacation periods for all other Deck Officers, including Masters who did not actively work as Masters prior to July 1, 1976, shall be assigned from the respective Master’s and Mate’s Seniority Rosters.
Vacation picks will begin by September 15 and will be completed by October 1 of each year. Following completion, results will be sent to the Deck Officer’s home and a copy to all terminals.

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

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

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

12.07 **Mandatory Vacation Leave**
Every Deck Officer shall accrue vacation leave not used; provided, however, that every Deck Officer with more than five (5) years of service with the Employer shall take a minimum of twenty (20) days of vacation leave annually; and the Delegate Committee shall assign such vacation leave to any Deck Officer who fails to submit a vacation request. The Master with the most seniority (known as the Commodore - Rule 2.01.06) may choose their vacation without submitting a bid. Vacation requests shall be prepared and submitted on or before September 15 for vacation periods from January through December. Provided, however, with the approval of the Delegate Committee, a Deck Officer may, for one (1) time only, defer a scheduled vacation.

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

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

12.10 Vacations to Coincide With Days Off
All vacations shall be scheduled to coincide with the Deck Officer’s regularly
scheduled days off, and shall begin only on the first work day following the Deck
Officer’s regularly scheduled days off. Any LDO whose work schedule has
changed affecting their previously scheduled and approved vacation, and the LDO
still wishes to begin and end their vacation to coincide exclusively with the work
cycle (14 days), must inform dispatch a minimum of thirty (30) days prior to that
work cycle. Regular Relief, Vacation Relief, and Extra Relief Deck Officers shall
have an additional two days off without pay to coincide with their assigned
scheduled vacation period, to have a total of at least sixteen (16) days off when
taking a two (2) week vacation.

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

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

12.12 Vacated Scheduled Vacations
In the event that any Deck Officer vacates or relinquishes their scheduled vacation
period for any reason, WSF shall notify all MM&P members of the available
vacations by Fleet Advisory. Such vacations shall be filled with Deck Officers of
the same classification as the open vacation. Vacated positions will be assigned
by a lottery drawing under the direction of the Delegate Committee. In the event
the vacation is not filled by the Deck Officer of the same classification it will be
opened to other Deck Officer classifications on the second lottery.
Any such vacation assignment will be in addition to, rather than in lieu of, the Deck Officer’s currently assigned vacations, and the Deck Officer may use comp-time or annual leave for the additional vacation period.

**RULE 13 - MAINTENANCE AND CURE**

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

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

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

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

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

**RULE 14 - SICK LEAVE**

14.01 **Accumulation of Sick Leave**
Each full-time Deck Officer who has completed six (6) months of continuous employment shall receive one (1) day, eight (8) hours, of sick leave credit for each completed month of service, commencing with the Deck Officer’s date of employment. Service for this purpose shall exclude time worked prior to January 1, 1958. Sick leave credits shall accumulate.
14.02 **Vacation Leave Used in Lieu of Sick Leave**
A Deck Officer may, at the Deck Officer’s option, use vacation leave in lieu of sick leave, but may not use sick leave in lieu of vacation leave, except as otherwise provided in Rule 12.11.

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

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

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

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

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

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

14.08 **Claims Exceeding Five (5) Work Days**
For claims of more than five (5) working days, the Deck Officer must secure a verifying statement from the Deck Officer’s doctor to support the claim, and such statements should be sent in as soon as possible after the period of absence is over.
14.09 **Claims of Less Than Five (5) Working Days**
The Employer may request, at its option, a verifying statement from the Deck Officer’s doctor to support claims of five (5) working days or less.

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

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

14.12 **Sick Leave on Termination**
Each Deck Officer’s sick leave credits days are canceled automatically upon the Deck Officer’s termination of service. Terminated Deck Officers do not receive sick leave credit for the month in which they terminate, unless they work at least eighty-four (84) hours in the month.

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

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

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

14.14.02 Employees with seven hundred twenty (720) hours of accrued sick leave at the beginning of a quarter may receive a cash payment of two (2) days (sixteen [16] hours at one hundred [100] percent) of sick leave that was accrued during that calendar quarter if the employee worked as scheduled in the calendar quarter, excluding the use of comp time and vacation time.
14.14.03 Employees with nine hundred sixty (960) hours of accrued sick leave at the beginning of the quarter may receive a cash payment of three (3) days (twenty-four [24] hours at one hundred [100] percent) of sick leave that was accrued during that calendar quarter if the employee worked as scheduled in the calendar quarter, excluding the use of comp time and vacation time.

14.14.04 Time taken in lieu of sick leave will constitute the use of sick leave.

14.14.05 The use of comp time or vacation must have been applied for and approved by management in advance of its use.

14.14.06 Employees who elect this option will notify the Employer during the two (2) week period following the end of the quarter.

**RULE 15 - SEVERANCE PAY**

15.01 Calculation of Severance Pay
It is hereby agreed that any claims for severance payment to any Deck Officer who loses employment because of the abandonment of routes due to the construction of bridges, tubes or privatization (replacing the then existing ferry routes) and of the application of seniority provisions under the present labor agreement, including consideration of residence of individual and locale of employment offered, shall be based upon the principle of one (1) month’s pay for each year of service.

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

**RULE 16 - PASSES**

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

16.02 Employment of Two (2) Years or More
The Employer shall, upon application, issue to any Deck Officer continuously employed for at least two (2) years, an additional annual vehicle pass authorizing free vehicle passage for the Deck Officer’s spouse, on all vessels of the Employer.
16.03 **Cessation of Employment**
Any Deck Officer who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the Deck Officer or Deck Officer’s dependents, except as otherwise provided in Rule 16.04 of this Agreement.

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

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

**RULE 17 - UNIFORM ALLOWANCE AND LICENSE RENEWAL**

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

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

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

17.04 **License Renewal**
The employer shall pay the cost of all license and document renewal up to one hundred eighty-five dollars ($185) at five (5) year intervals for license renewals associated with obtaining the Officer’s license and Merchant Mariner Document (MMD) as required by any regulatory agencies.

**RULE 18 - INSURANCE BENEFITS**

18.01 Each eligible employee will be enrolled under the Public Employees Benefit Board (PEBB) Medical and Dental Plans in accordance with the provisions thereof, and all necessary monetary amounts for WSF Employer contributions to the plans of the State Health Care Authority shall be paid by the Employer. The Union does not waive its right to bargain for other insurance and health care plans, pursuant to RCW 47.64.270 and other provisions of the marine employees collective bargaining act.

18.01.01 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 PEBB annually for benefits in calendar year 2010 and calendar year 2011, respectively.

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

18.01.03 **Wellness**
To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
**Rule 19 - Duties Not Required**

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

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

**Rule 20 - Seniority**

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

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

20.03 Seniority Rosters
There shall be three (3) separate Seniority Rosters affecting various classifications of Deck Officers as follows: a Masters’ Seniority Roster, to be used for determining the respective rights of all Masters within the system; a
Mates’ Seniority Roster, to be used for determining the respective rights of all Mates within the system; and a Deck Officers’ Seniority Roster, to be used for determining certain other benefits which affect all Deck Officers uniformly and identically.

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

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

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

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

20.06 Mates’ Seniority Roster
The Mates’ Seniority Roster shall consist of all Deck Officers with all route pilotage as defined in Rule 20.01 and possesses the minimum license qualifications. Additionally, any employee who has worked for the Employer for
six (6) months or more shall establish a Mate’s seniority date as of the day on which the employee presents the Mate’s license to the Employer and meets all license qualifications.

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

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

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

20.10 Deck Officers of Acquired Systems
All Deck Officers employed by another ferry system which is acquired and operated by the State of Washington shall be retained in their employment by the State, provided they are qualified, and shall retain their seniority rights acquired in the routes of the system in which they were employed prior to the date of acquisition; and, in addition, shall acquire seniority within the Washington State Ferry System either as of the date of acquisition, in the event that they possess a license on that date which bears pilotage endorsements for all routes operated by the WSF, as defined in Rule 20.01, or as of the date that they acquire such a license, whichever shall last occur. Such Deck Officers will thereafter carry seniority on the applicable Seniority Rosters showing their seniority in each system; provided, however, that any such Deck Officer who requests a transfer from any vessel or position in the acquired system to any vessel in the acquiring system, shall thereafter surrender the Deck Officer’s seniority in the acquired system.
20.11 **Rejected Requests**
In the event that the Employer believes any Deck Officer to be unqualified for a position on which such Deck Officer has submitted a request, the Employer may reject such Deck Officer’s request if, and only if, the Employer promptly notifies both the Union and the Deck Officer involved, in writing, of the rejection and of each and every reason relied upon by the Employer in rejecting the request. No such request may be rejected without sufficient cause. Any Deck Officer whose request is so rejected shall have the right to protest such rejection under the dispute provisions of this Agreement (Rule 22). In the event that the rejection is finally determined to have been without sufficient cause, such Deck Officer shall immediately be accepted for the position from which the Deck Officer was rejected, and reimbursed for any wages the Deck Officer may have lost due to such rejection.

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

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

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

20.15 **Relinquishment of Changed Position**
Whenever a regular position has been significantly changed from its original description, it may be relinquished by the Deck Officer or Deck Officers working the position; each such Deck Officer may within thirty (30) days exercise
seniority in accordance with the provisions of Rule 20.16. For purposes of this Rule, only the following shall be considered significant changes: a change in the vessel’s relieving terminal; any change of more than three (3) hours in the daily work schedule; when one (1) or more assigned days off are changed on those shifts consisting of ten (10) consecutive work days; when one (1) or more assigned days off are changed on those shifts consisting of five (5) consecutive work days; and any change to or from a touring watch. Whenever a temporary or extended temporary position is completed, the Deck Officer completing such position shall have the absolute right to return to the last regular position or assignment from which the Deck Officer was promoted or transferred.

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

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

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

20.19 Service by Retired Deck Officers
Present or previously employed Deck Officers who retire in good standing from the Employer’s service may, with the approval of Union and the Employer, obtain a summer temporary appointment not to exceed ninety (90) working days during the period May through September of each calendar year. The temporary appointment is contingent each year upon the Deck Officer providing, at the Deck Officer’s expense, a current copy of the applicant’s up-to-date license, a drug free certificate, and a medical certification of fitness for duty and completing an orientation and refresher training as may be required by the Employer. The assignment of the retiree will be as follows:
20.19.01 Retirees shall work requested and assigned compensatory time only.

20.19.02 Retirees shall fill the specific job assignment of the Officer who has requested the compensatory time off, except with prior agreement between the MM&P Delegate Committee and WSF Management.

20.19.03 Retirees may be used on an emergency basis — only after a reasonable attempt has been made to dispatch any classification of Relief and Extra Relief Deck Officer and then Deck Officers on an “overtime availability” list.

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

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

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

20.20 Leaves of Absence
Upon thirty (30) days written notification (except in emergencies) to the Union and to the Employer, and upon written approval of both, which approval shall not be unreasonably withheld, Deck Officers shall be granted leaves of absence for up to six (6) months for reason of disability, attending school to upgrade their license, or for personal reasons. Seniority shall not be interrupted during leaves of absence.

20.20.01 Leave Time Associated With Sick Leave:
Leave forms for absences due to illness/injury or emergency situations as specified in 20.20.03 shall be completed by the employee as soon as possible. Medical certification for absences of five (5) days or more for absences due to medical reasons is required if requested by the Employer. Per Rule 14.09, medical certification may also be required, when good cause exists to believe the employee is abusing sick leave, for absences less than five (5) days. Sick leave shall be requested on the payroll timesheet.
20.20.02 **Other Leave Time Defined and Approved in Advance:**
In the case of all extended leaves the employee shall obtain managerial written approval in advance of taking the leave on appropriate leave forms provided by WSF. For absences over thirty (30) days it must be on the appropriate WSF form. For medical leaves over thirty (30) days, the employee must also submit a Certificate of Health Care Provider on the appropriate WSF form. WSF shall provide employees with a Request for Extended Leave Form with an explanatory cover letter normally no later than thirty (30) days after his or her first day of absence. The completed Request for Extended Leave Form should be submitted to WSF as soon as possible after receipt. On all leaves, the employee must indicate a start date for the leave and an ending date for the leave. The terms of all leaves of absence shall be reduced to writing and may be extended up to the maximum time allowed for the specific leave. An employee must obtain written managerial approved extensions before the end date of the leave, except in cases of emergency. Extensions must be applied for a minimum of seven (7) days before the end of the leave. Extensions to leaves beyond the maximum times allowed will be non-precedent setting and will be at the discretion of the Employer.

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

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

20.20.04 **No Accrual:**
Employees who test positive in a Drug or Alcohol Test shall not accrue seniority for the time the employee’s license is held in abeyance, and the seniority date shall be adjusted accordingly.
All employees on leave, except for those on leave associated with a positive drug or alcohol test, shall have the ability to bid while on leave.

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

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

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

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

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

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

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

20.20.09 Leave Without Pay:
Leaves approved shall be compensated as approved and shall not be converted to leave without pay (LWOP) without management approval.

20.21 Tuition Costs
Upon written request and the approval of the Employer, whenever a Deck Officer listed on a seniority roster attends any class, seminar, course, school or institution for the purpose of upgrading or extending the Deck Officer’s license or otherwise increasing the Deck Officer’s qualifications as a Deck Officer, in any manner which pertains to the operations of the Employer, the Employer shall pay all of such Deck Officer’s tuition costs, and shall extend and pay the Deck Officer’s wages, for up to ten (10) days in each instance, upon successful completion.
20.21.01 The Employer agrees to pay, as agreed upon by the Employer and the Deck Officer, up to eight (8) days, the cost of tuition and wages associated with the renewal of a radar license.

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

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

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

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

20.24 Demotions
In the event that a Master is put back to the classification of Mate due to a reduction of personnel, personal request, for cause, or for any other reason, the Deck Officer shall be entitled to the same position on the Mates’ Seniority Roster from which the Deck Officer was previously promoted; and the Employer shall immediately notify, in writing, both the Union and the Master involved, of the date of each such demotion.
20.25 **Reinstatement of Demoted Deck Officers**
When any Deck Officer is demoted for cause, and subsequently reinstated to the Deck Officer’s previous classification, the Deck Officer’s previous seniority date and the Deck Officer’s position in such previous classification shall also be reinstated and remain unchanged.

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

20.27 **Staff Master**
The Staff Master classification scope of responsibility is delineated in a Staff Master Addendum E as part of the Agreement between the parties. The Staff Master shall be paid a premium of seven and 2 tenths percent (7.2%) above the Straight Time Master Rate. Conditions regarding the selection, probation, bidding, bumping, performance, compensation, Peer Review responsibilities and other conditions are covered in detail in the Addendum E. Substantial changes in responsibility are subject to negotiations.

**RULE 21 - DISCIPLINE**

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

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

21.03 **Investigation of Cause for Discipline**
The Employer shall have the right to hold any Deck Officer out of service on paid administrative leave pending an investigation of possible basis for disciplining such Deck Officer and pending any hearings and appeals conducted pursuant to the dispute provisions of this Agreement (Rule 22), if both the Union and the Deck Officer involved are promptly notified, in writing, of any such action. If such a Deck Officer is exonerated of the charges as a result of any such hearing or appeal, the Deck Officer shall immediately be reinstated to the Deck Officer’s prior position without loss of seniority; shall be paid for all time lost in the
amount which the Deck Officer would ordinarily have earned had the Deck Officer been continued in the service during such period; shall have all documents pertaining to the specific incident removed from the Deck Officer’s personnel file and all other records of the Employer immediately changed to reflect the disposition; and the incident shall not be used against the Deck Officer in any manner.

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

21.05 **Absent Without Approved Leave**
When an employee is absent from work for three (3) consecutive days and who is not on an approved leave may be disciplined up to and including termination. Absences due to illnesses, injury or due to emergency situations as specified in Rule 20.20.03 must be considered in determining just cause.

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

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

21.06.01 To a government agency as required by law,

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

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

21.07 **Video Monitoring**
Information obtained by means of WSF Video Monitoring devices will not be used to initiate or pursue any disciplinary action against a Deck Officer, except in cases involving reportable Marine incidents, or accidents.

Information obtained by the Video Monitoring Devices may be released as follows:
21.07.01 To a government agency as required by law,

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

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

RULE 22 - GRIEVANCE PROCEDURE

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

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

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

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

   D. Failure to Meet Timelines
      Failure by the Union to comply with the initial thirty (30)-day deadline contained in 22.03 A, below, will result in automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this Grievance Procedure may be submitted to the arbitrator for his or her determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.
E. Contents
The written grievance should include the following information:

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

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

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

H. Withdrawal
A grievance may be withdrawn at any time.

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

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

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

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

### 22.03 Filing and Processing

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

**B. Processing**

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

**Step 2 – Ferries Division Assistant Secretary or Designee:**
If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Ferries Division Assistant Secretary or designee, with a copy to the WSF Labor Relations Office, within fifteen (15) days of the Union’s receipt of the Step 1 decision. The Ferries Division Assistant Secretary or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within ten (10) days after the meeting.

**Step 3 – Union Delegate Committee Adjudication:**
If the grievance is not resolved at Step 2 the grievant or grievants may request in writing a hearing before the Union Delegate Committee within fifteen (15) days of receipt of the Step 2 decision. Such hearing shall be held promptly in accordance with the rules of the Union Delegate Committee. Authorized Employer representatives will be given notice of and entitled to attend such hearing. A written opinion will be sent to all parties involved in the grievance.
Step 4 – Pre-Arbitration Review Meetings:
If the grievance is not resolved at Step 3, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM Labor Relations Office (OFM/LRO) representative with a copy to the agency’s Human Resource Office within fifteen (15) days of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO representative or designee will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the OFM/LRO representative or designee, an agency representative, and the Union’s staff representative to review and attempt to settle the dispute.

2. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO representative or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within fifteen (15) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time. The OFM/LRO will notify the Union, in writing, of the results within ten (10) days of the conclusion of the pre-arbitration review meeting.

Step 5 – Arbitration
If the grievance is not resolved at Step 4, or the OFM/LRO representative or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the Union’s receipt of the written notification of results of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled. However, by mutual agreement the parties may instead refer the dispute to the Marine Employees Commission for final resolution.

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

D. Authority of the Arbitrator
1. The arbitrator will:
   a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

c. Not have the authority to order the Employer to modify his or her staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement.

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

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

E. Arbitration Costs

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

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

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

4. Each party is responsible for the costs of its representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union representative.
RULE 23 - WORK STOPPAGE

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

RULE 24 - MANAGEMENT PROVISIONS

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

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

24.03 Illegal Discrimination and Harassment
The Employer and the Union are committed to ending illegal discrimination and harassment in any and all forms. To this end, neither WSF nor the Union shall discriminate against any employee in any manner prohibited by law. When WSF is presented with circumstance which may require the reasonable accommodation of a disability, which accommodation might result in a violation of this Agreement, WSF and the Union will meet to discuss the proposed accommodation and possible conflicts between this Agreement and the proposed accommodation. By agreeing to discuss the requested accommodation, the Union does not waive any position or argument, including, but not limited to, the following: that the accommodations not violate this Agreement are available and appropriate; that the law neither requires nor permits accommodations that violate this Agreement.

RULE 25 - SAVINGS PROVISIONS

25.01 Invalidity
If any Rule of this Agreement, or any Addenda thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Rule should be restrained by such tribunal, the remainder of this Agreement, and Addenda thereto, shall not be affected thereby and shall continue in full force and effect.
25.02 **Replacement Provisions**  
In the event that any Rule of this Agreement, or any Addenda thereto, should be disposed of or rendered ineffective as discussed under Rule 25.01, the Union and the Employer shall immediately enter into collective bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement of such Rule.

**RULE 26 - TERMS OF AGREEMENT**

26.01 **Duration**  
All provisions of this Agreement will become effective July 1, 2009, and remain in full force and effect through June 30, 2011.

26.02 **Opening Period**  
In accordance with RCW 47.64 either party may request negotiations of a successor Agreement by giving written notification no later than September 1, 2009. Negotiations will begin at times mutually agreed upon by the parties.
ADDENDUM A – MEMORANDUM OF UNDERSTANDING
JOINT COUNCIL ON WORK SCHEDULE

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

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

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

FOR THE EMPLOYER:

_________________________________________ Date _________________

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

_________________________________________ Date _________________
ADDENDUM B – JOB BID PROCEDURE

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

I GENERAL INFORMATION:

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

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

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

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

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

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

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

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

II PERMANENT POSITIONS:

• After the closing date and time the bid forms will be reviewed by management and the open position will be awarded to the senior qualified bidder.

• The results of the bidding will be announced on the toll free job line and a notice will also be sent to the wheelhouse of each WSF vessel.

• Each employee awarded a new position will receive written notification indicating the effective date of the new assignment, which will generally be coordinated within the next work period.

• In the event that no one bids for a posted job (permanent, temporary or extended temporary) it will be filled by the least senior deck officer not presently holding a permanent assignment as set forth by the rules of the current MM&P contract.

• The goal is to fill the original open position within thirty (30) days.

III TEMPORARY AND EXTENDED TEMPORARY POSITIONS:

• After the closing date and time the bid forms will be reviewed by management and the open position will be awarded to the senior qualified bidder.

• The results of the bidding will be announced on the toll free job line and a notice will also be sent to the wheelhouse of each WSF vessel.

• Each employee awarded a new position will receive written notification indicating the effective date of the new assignment, which will generally be coordinated within the next work period.

• In the event that no one bids for a posted job (permanent, temporary or extended temporary) it will be filled by the least senior deck officer not presently holding a permanent assignment as set forth by the rules of the current MM&P contract.

• Employees may bid out of a temporary or extended temporary position by bidding for, and being awarded, either a temporary, extended temporary or permanent position.

• The goal is to fill the original open position within thirty (30) days.
IV  **SUMMER POSITIONS/ASSIGNMENTS:**

Summer positions will continue to be filled using the system wide bid form.
ADDENDUM C – LABOR MANAGEMENT COMMITTEE PURPOSE

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

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

Composition

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

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

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

Meeting Agendas and Reporting

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

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

Discussion of Agenda items will be alternated. Topics of each meeting will be recorded as they are discussed.
Committee recommendations on any subject may be adopted by affirmative vote, upon the motion of any Committee member. Motions to adopt recommendations must include verbatim text of the recommendation under consideration.

**Meeting Costs, Schedules and Locations**

1.) Each party shall be solely responsible for the expense of participation by its members, including, but not limited to, travel expenses and compensation, if any. The Union may request the Union Business Leave Bank to cover wages of its members.

2.) The Committee shall meet at reasonable times and places as mutually agreed, but shall make every effort to meet [not less than] once every three (3) months.

3.) Meetings will be limited to no more than four (4) hours in duration, unless otherwise mutually agreed.

4.) Meetings will be held in state facilities, or in other mutually agreed upon facilities, which may be available at no cost to the parties.

5.) Every attempt will be made to adhere to the meeting schedule, realizing that some flexibility is necessary.

6.) The Committee shall have no power to contravene any provision of the parties’ Agreement, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the parties’ Agreement. Matters requiring contract modification shall not be implemented until a written Agreement has been executed.

7.) The Committee shall forward written recommendation on modifications to the Agreement to the IOMM&P, UIG Vice President and the WSF Director. Recommendations made by the Committee will be considered during contract negotiations.

8.) However, should the Committee reach mutual agreement on recommendations affecting contract provisions prior to July 1, 1997, the parties recognize that a Letter of Agreement may be negotiated.

9.) The Committee will convene its review at the earliest mutually agreed upon date following the adoption of these Bylaws.

**General Provisions**

1.) It is recognized that none of the recommendations resulting from the Committee meetings, regardless of the subject, are binding.
2.) No specific grievances shall be discussed and no bargaining shall take place. However, topics that could lead to grievances, or which have been the subject of past grievances, may be discussed.

3.) The Chair shall recognize a motion from either party to table a topic for further study.

4.) Each topic on an Agenda will be fully discussed and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions on recommendations are not reached, the topic shall be canceled, thereby reverting to its proper place in the parties’ other labor-management relations (e.g., grievance procedure, negotiations, etc.)
ADDENDUM D – SETTLEMENT AGREEMENT (TOP 5)

SETTLEMENT AGREEMENT

BETWEEN

THE INTERNATIONAL ORGANIZATION OF MASTERS,
MATES AND PILOTS

AND

WASHINGTON STATE FERRIES

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

A. To meet on a regular, but not less than quarterly, basis, to review the specific number of Extra Relief Deck Officers entitled to travel pay and mileage, as well as the number of additional Temporary and Extended Temporary Regular Relief Mate positions.

B. That the number of additional positions shall be two additional Temporary Relief Mates and two Extended Temporary Relief Mates for the spring 2003 bid period in February 2003.

C. That the number of Extra Relief Deck Officers entitled to travel pay and mileage shall be five for the spring 2003 bid period in February 2003.

D. Expedited Arbitration. Should the parties fail to reach agreement regarding the number of additional Temporary and Extended Temporary Regular Relief Mate positions, or the number of Extra Relief Deck Officers, the dispute shall be resolved according to the following procedure:

(1) At the start of the meeting referenced in paragraph A above, the parties shall agree upon an arbitrator, or confirm that an arbitrator previously selected is acceptable to both parties.

(2) At the close of the meeting referenced in paragraph A above, either party may request arbitration if the parties have not been able to reach agreement.
(3) After the request for arbitration has been made, either party may notify the arbitrator in writing that expedited arbitration is required regarding numbers on which agreement has not been reached.

(4) The arbitrator shall notify the parties on the method for the parties presenting input orally and/or in writing.

(5) Based upon the input of the parties, the arbitrator shall issue a written decision not later than three (3) business days after written notification has been received by the arbitrator. The decision shall specify the number of positions in each unresolved category.

(6) It is the parties’ mutual intent to agree upon numbers in each category to achieve the following result:

(a) Extra Relief Deck Officers shall not be regularly working as Deck Officers on a full-time or close to full-time basis. In no event shall the number of Extra Relief Deck Officers be less than five (5);

(b) Vacation Relief Deck Officers, Regular Relief Deck Officers, Temporary and Extended Temporary Regular Relief Mate positions shall be working on a full-time or close to full-time basis, and shall not be working atypical amounts of paid guaranteed time.

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

E. The intent of this Agreement is to clarify that any Deck Officer on any current IOMM&P seniority list and not presently assigned to any position is defined as an “Extra Relief Deck Officer.” Of these, a specified limited number of “Extra Relief Deck Officers” shall be paid travel pay and mileage. Such specific limited number of Extra Relief Deck Officers shall be as determined by the provisions of this Agreement, but in no event shall be less than five (5).

F. Each party shall pay one-half of any applicable fees to Arbitrator Coyle as per the agreement of the parties.
ADDENDUM E – STAFF MASTER

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

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

Duties and Responsibilities:

Safety Management System/WSF Policies & Procedures/Customer Service

(1) Provide oversight to ensure the safety management system, WSF policies and procedures, and customer service documentation is maintained and current.

(2) Maintain the Master’s Review Notebook and ship’s papers, including training documentation.

(3) Provide oversight to assure the navigation charts (Notice to Mariners) are updated.

(4) Provide oversight to assure deck 3rd party documentation is current.

(5) Conduct the “Master’s Review”, which includes review of the safety management system and ship check walk through with the Staff Chief Engineer.

(6) Assist the Safety System Manager/Designated Person and Port Captain(s) in preparation of the vessel for internal safety management system audits and conduct the semi-annual internal audit of the opposite route vessel.
(7) Assist the Port Captain(s) closing of SMS non-conformity reports by recommending safety solutions.

(8) Ensure that all vessel route watches fulfill the monthly training/drill logs for submittal to the Port Captain(s) office.

**Vessel Operations**

(1) Coordinate deck maintenance area assignments, general tasks and special maintenance needs with other watches assigned to his/her vessel and the appropriate Port Captain(s).

(2) Assist the Port Captain(s) in development/modification of watch schedules.

(3) Develop and maintain a vessel deck inventory program.

(4) Assist the Port Captain(s) in development of the annual vessel non-labor budget and maintain oversight over the ordering of supplies and other non-labor expenditures.

(5) Assist the Port Captain(s) and work with the Staff Chief Engineer in preparation of deck side USCG annual inspections and attend the annual inspections in the shipyard.

(6) Coordinate with other Staff Masters working the same class vessels to maintain standardization of equipment placement, equipment type, and operational procedures.

(7) Identify and coordinate, with other WSF departments, the implementation of a short-term fix for vessel and route operational issues. Develop a recommendation for a final resolution and submit to the Port Captain(s).

**Vessel Maintenance**

(1) Assist the Port Captain and work with the other vessel Masters and the Staff Chief Engineer to develop the annual deck maintenance/lay up priority list.

(2) Review all vessel deck work requisitions and USCG 835’s (except emergencies), follow up and close all completed work order requisitions, coordinating with the Staff Chief Engineer, Port Engineer(s) and Port Captain(s).

(3) Attend and represent deck operations at annual lay up planning meetings.
(4) Represent deck operations, shipboard, during annual Eagle Harbor and commercial shipyard maintenance periods, and ensure the vessel is clean and shipshape prior to resumption of customer service operations.

(5) Assist the Port Captain(s) in planning for all deck related vessel preservation project planning team for his/her vessel.

(6) Coordinate with other Staff Masters working same class vessels to maintain standardization of operating procedures.

**Administrative Elements**

(1) Ensure that the vessel’s monthly stores requisitions are submitted to the Port Captain(s) office two (2) weeks prior to the scheduled stores delivery date.

(2) Ensure that a sufficient supply of linens is maintained at the tie-up terminal.

(3) Ensure that all pay orders are submitted and mailed to the payroll office in a timely manner for payroll processing.

(4) Ensure the proper sign off of vessel equipment inventories when his/her vessel is transferred from the route, and sign off of vessel equipment inventories when the vessel is returned.

(5) Assist Port Captain(s) in responding to Customer Service complaints for his/her vessel, and take remedial action when necessary.

(6) Assist Port Captain(s) in the investigation and recommend remedies for accident/injury claims.

(7) Ensure that each watch conducts monthly safety meetings and report of same to the Port Captain(s) office.

**Initial Selection Process for Staff Master**

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

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

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

(2) The Staff Master on the vessel number/route who bids to a different watch on the same vessel on the same route retains the designation of Staff Master.

(3) If the Staff Master on the vessel number/route is bumped or vacates from the vessel number/route the Staff Master designation for that vessel number/route will be offered to the next senior Master on the vessel number/route who has been permanently assigned to the vessel number/route. Should that Master decline the Staff Master position then it will be offered to the next senior Master permanently assigned to the vessel number/route and so on through the watches associated with that vessel number/route. In the event none of the permanently assigned Masters on the vessel number/route accept the Staff Master assignment then the least senior Master on the vessel number/route shall be designated the Staff Master for that vessel number/route.

(4) If a Staff Master takes a temporary position that lasts for a period in excess of one (1) year, that Staff Master position becomes an open position and is available for bid as per bid procedures.

(5) Whenever a Relief Master is assigned to a Staff Master position for a period of more than twenty (20) consecutive working days, and/or is required at any time by the Port Captain’s Office to perform the Staff Master duties, the Relief shall be paid Staff Master rate of pay for the time/duties performed and the pay shall not be for less than eight (8) hours.
“Bumping”
No Super Seniority

(1) Extended Temporary – Defaults to most senior Master on vessel. If most senior Master chooses not to take it then…and so on through the other permanent Masters on the vessel then…it defaults to the extended temporary position, (who is bidding with the knowledge that they may be filling the Staff Master position.)

(2) If person filling the “Extended Temporary” position is deemed the Staff Master, but refuses to take on the additional responsibilities – that person will be removed from the Extended Temporary assignment and returned to their permanent position – after review/resolution by the Peer Review Committee.

(3) In the event a Staff Master takes a LOA / or takes any long term leave voluntarily, he/she shall be paid at the Master’s rate of pay.

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

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

Compensation

(1) Staff Master will be paid travel time and mileage as per Schedule “A”, when they are required to travel from their home port.

(2) If the Staff Master is called at home on time off by the Port Captain – compensation will be paid at overtime in fifteen (15) minute increments.

(3) If a Staff Master is required by the Port Captain to call another Master on their “time off” – that Master shall be paid at overtime in fifteen (15) minute increments.

(4) Any Master called by the Staff Master at the direction of the Port Captain, that master shall be paid overtime in fifteen (15) minute increments.

Performance

(1) A Staff Master shall serve an initial probationary period of six (6) months. Staff Masters shall be evaluated at the conclusion of their six (6) month probationary period. Any Staff Master that does not meet the Peer Review
Committee’s acceptable standards will remain on probation for another six (6) month period. If acceptable standards have not been met at the end of the second six (6) month probationary period, a final six (6) month probationary period will be granted. A Staff Master who fails to meet the final Peer Review Committee’s acceptable standards will be removed from the Staff Master designation.

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

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

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

(2) If the Peer Review Committee deadlocks on whether a Staff Master should be removed from their Staff Master designation, the Director of Operations shall make the final decision, and the decision shall be subject to the Grievance procedure.

(a) If a Staff Master is removed for cause by the Peer Review Committee, he/she will not be eligible to perform Staff Master duties for the period of five (5) years.

(b) If a Staff Master voluntarily removes himself/herself from the Staff Master position there is no penalty, he/she retains all rights, and is eligible to rebid any Staff Master position that becomes vacant in the future.

(3) Peer Review Committee – Three (3) MM&P / Three (3) WSF Management Peer Review Committee paid by WSF, including travel time and mileage where applicable.
ADDENDUM F - APPLICATION OF LIMITED TOUR WATCH MODIFICATION

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

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

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

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

Signed this 28th day of January, 2004.

WASHINGTON STATE FERRIES
Michael Manning
Labor Relations Manager

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS
PACIFIC MARITIME REGION, LOCAL 6
Captain Steve Demeroutis
Vice President
ADDENDUM G – BIDDING/BUMPING ASSOCIATED WITH ELIMINATION
AND/OR CHANGE OF A POSITION

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

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

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

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

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

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

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

- Master and Mate Seniority lists
- New Deck and Sailing Schedules
- Route List or Status Report reflecting regular assignments

A-17
• Bumping and bidding time-line

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

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

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

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

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

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

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

If a Deck Officer announces to the WSF/MMP team that he/she would like the option of working the changed position for 30 days per contract section 20.15 the Deck Officer will have 30 days from the time he/she begins the changed schedule to request another round of bumping. If the Deck Officer decides to bump then he/she must send a written request to the WSF/MMP team representatives, within the 30 days, requesting that another round of bumping take place. If more than one Deck Officer chooses this option the WSF/MMP team will wait the entire 30 days before beginning another round of bumping in order to combine the multiple bumping requests.
**Unavailable Deck Officers.** Any deck officer who may be affected by the schedule changes or bumping and will be out of town and unable to leave a contact phone number where he/she can be reached during the phone calling time period, must send written notification to both WSF and MM&P listing their watches choices in preference order. Send written notification of your preferences to both WSF, Attn: Kathleen Flynn Mahaffey and MM&P, Attn: Delegate Committee. The written notifications must be received no later than the day before the bumping by phone calling begins.

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

- If Deck Officer has a schedule change but has not been bumped then the Deck Officer will stay in his/her current position. A message informing the Deck Officer of this will be left on the Deck Officers voicemail if possible.

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

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

If an Optional Bid is necessary then bidding will resume with the bid cycle that begins 2 weeks and 2 days prior to the schedule changes and/or the positions are eliminated. If there are temporary vacancies after the bumping or Optional Bid then the first round of temporary bidding after the bumping or Optional Bid will be by a Temporary Bid Preference Form (multiple page form), valid for the one bid posting. The Temporary Bid Preference Form will be used to fill the original temporary vacancy(s), any resulting vacancy(s) along with any other temporary vacancy(s) the Bid Administrator becomes aware of by the bid closing date. This will allow Deck Officer(s) in temporary positions a chance to re-bid the positions and if awarded the same positions would not have to move at the beginning of the new schedule. Any temporary vacancy(s) that become available after this first round of temporary vacancies will be filled with the standard non-domino one page bid form.
ADDENDUM H – PIER 50-52 PARKING

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

MEMORANDUM OF UNDERSTANDING
REGARDING EARLY RELIEVING PROCEDURES

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

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

2. The Master shall know the work status of all watch-standers. Employees requesting to be relieved early shall inform the Master of their request. The Master retains the authority to deny any requests for early relief of any of their assigned crew.

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

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

5. Relief of Master shall only be by the oncoming assigned Master.

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

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

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

9. Employees shall be compensated for only those hours of the watch they are scheduled whether relieved early or relieving early. (Example 1)

10. Overtime shall be paid only for the time actually worked beyond employee’s scheduled shift whether relieved early of relieving early. (Examples 2 and 3)

11. Relief employees relieved early at a terminal other than the assigned relieving terminal shall be paid Travel Time from that Terminal to the Reliefs home terminal according to Schedule A. (This Rule does not increase the cap that is either negotiated or arbitrated for Relief LDO’s). (Example 4)

Example 1
Employee A is scheduled to work from 0500 to 1300 (8hrs). End of shift is 1300
Employee B is scheduled to work from 1300 to 2100 (8hrs). End of shift is 2100
Employee A is relieved early by employee B at 1200hrs.

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

**Example 2**
Employee A is scheduled to work from 0500 to 1300 (8hrs).  End of shift is 1300 
Actual ring off is 1305  
Employee B is scheduled to work from 1300 to 2100 (8hrs).  End of shift is 2100

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

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

**Example 3**
Employee A is scheduled to work from 0500 to 1300 (8hrs).  End of shift is 1300  
Employee B is scheduled to work from 1300 to 2100 (8hrs).  End of shift is 2100 
Actual ring off is at 2105

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

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

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

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

Employee A is relieved early by employee B in Seattle.

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

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

/s/ Jerry Holder  
OFM/LRO  

/s/ George Capacci  
WSF

/s/ Leah Maurseth  
WSF/DOT  

/s/ Captain Tim Saffle  
MM&P
WSF is willing to negotiate a new Schedule A on the basis of coordinated bargaining with the three vessel unions.
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1\textsuperscript{st} day of July, 2009.

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

/s/ Tim Brown, President
IOMM&P

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

For the State of Washington:

/s/ Christine O. Gregoire
Governor

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