



2009-2011

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

THE STATE OF WASHINGTON

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL No. 8 (AFL-CIO)**

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



**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8 (AFL-CIO) 2009-20011**

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PREAMBLE

This Agreement is made and entered into by and between the State of Washington, hereinafter referred to as the “EMPLOYER”, and the Office and Professional Employees International Union Local No.8, hereinafter referred to as the “UNION”.

Status of employee(s): WSF employees are state employees covered under their own separate RCW 47.64. Accordingly issues covering state employees other than under 47.64 are subject to negotiation, as the issues will apply to RCW 47.64 employees.

ARTICLE 1
RECOGNITION OF THE UNION

- 1.1** The Employer recognizes the Union as the exclusive collective bargaining representative for all employees employed at the Department of Transportation's Washington State Ferries as identified in Appendix A and for any additional job classifications, office and clerical in nature, created during the term of this Agreement as specified in the MEC unit clarification order, for the purpose of establishing wages, hours and working conditions.

ARTICLE 2
UNION BUSINESS

- 2.1 Non Discrimination**
The Employer and the Union agree not to discriminate against any employee because of their participation and/or activity in behalf of the Union.
- 2.2 Union Access**
Authorized representatives of the Union shall be allowed to enter the Employer's premises where members of the bargaining unit are employed, at reasonable times. The Employer will issue the duly accredited representative a pass for such a visit if required, and the Union agrees that the Employer is absolved from all claims resulting from any accidents involving such representative while on the premises.
- 2.3 Shop Stewards**
The Union shall have the right to establish shop stewards. The Employer shall be notified in writing of all employees designated as shop stewards. Employees designated by the Union as shop stewards may, upon notification and at a mutually agreeable time between the shop steward and supervisor, investigate, discuss and process grievances with bargaining unit members in accordance with Article 15, Grievance Procedure.
- 2.4 Union Bulletin Boards**
A bulletin board will be made available to the Union at work locations where bargaining unit members are permanently assigned. Information posted shall consist of official OPEIU bulletins containing no editorial comments.

ARTICLE 3
UNION SECURITY

- 3.1 Union Dues-Fees**
Pursuant to RCW 47.64 all bargaining unit employees within thirty-one (31) calendar days of beginning employment shall fulfill a Union security obligation by initiating the proper form as a condition of continued employment. The

Employer shall enforce this obligation by deducting from salary payments the Union dues, including initiation fee, required for membership or, for non-members, a fee equivalent to such Union dues including any initiation fee, and shall remit the same to the Union. No provision of this Article shall preclude an employee from executing any other right specified under RCW 47.64. The Union agrees to indemnify and hold harmless the Employer for any and all liability resulting from such deductions. The Union agrees to furnish the Employer immediate notification of all covered employees who become delinquent in payment of monthly Union dues or the appropriate representation fee.

3.2 Enforcement

In the event an employee fails to comply with the provisions of this Article, the Union shall submit proof in writing to the Employer requesting termination of said employee. The employee shall be notified of this letter and shall be terminated if the employee does not comply within five (5) workdays after receipt of notice by the Employer.

3.3 Rosters

The Employer shall furnish the Union within the first working week of each month a list to include the following information: All newly-hired employees which is not limited to: regular employees, regular full-time employees, regular part-time employees, temporaries, and on-call employees; the employee's full name, mailing address, job title, beginning salary, date of hire, and ending date if applicable. The Employer shall also furnish a list containing the above information for all employees who have resigned or been terminated. All temporaries and on-call shall also be reported on a monthly basis during the term of their employment, which shall include the name(s) of each agency and/or the WSF temporary employee, classification, salary, duration of assignment, work location, and purpose of assignment.

3.4 Voluntary Deduction

A. The Employer agrees to deduct from wages of any employee who is a member of the Union a deduction for the Union's Political Action Committee as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union with a report showing:

1. Employee name
2. Amount deducted

B. The Parties agree that this section satisfies the Employer's obligations and provides the deduction authorized under Section 1 (6) of RCW 41.04.230.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Management Rights

Subject to the terms and conditions of this Agreement, the Employer retains the right and duty to manage its business including, but not limited to, the right to determine the method and means by which its operations are to be carried on, to direct the work force, and to adopt such rules and regulations governing the appearance, dress, conduct and work procedures of its employees, as are required to maintain safety, efficiency, quality of service, and the confidence of the traveling public.

4.2 WSF Rules and Regulations

The Union will be furnished with a copy of any rules or regulations with respect to the bargaining unit within thirty (30) calendar days of the time they are adopted. In the event the Union is not furnished with same, they shall have no effect upon members of the bargaining unit. Any rules or regulations or revisions of existing regulations implemented by the Employer shall not be inconsistent with the terms of the Agreement.

4.3 Coordinated Bargaining

All the unions shall, upon timely notification by WSF, negotiate certain issues with WSF on a coordinated bargaining approach. Coordinated bargaining shall be conducted on WSF policies that will apply to all bargaining unit employees generally on the same basis or policies that would apply to employees in one location where multiple bargaining units are involved such as vessel employees or Eagle Harbor employees.

ARTICLE 5 DEFINITIONS

5.1 Regular Employee

A regular employee is an employee who has been in the employ of the Employer for a period of over thirty (30) calendar days and shall be entitled to all benefits under the terms of this Agreement, except as otherwise specified in this Agreement.

5.2 Regular Full-Time Employee

A regular full-time employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and normally works a regular continuing schedule of eight (8) hours per day and forty (40) hours per week, and shall be entitled to full benefits under the terms of this Agreement.

5.3 Regular Part-Time Employee

Regular part-time employees are those who work regularly an agreed upon number of days each month or week but less than forty (40) hours per week. Regular part-time employees shall be entitled to all fringe benefits under this Agreement on a pro rata basis in accordance with Section 5.4 of this Article. However, health and welfare benefits for regular part-time employees shall be provided as specified in Article 13.

5.4 Benefits and Seniority Accrual for Regular Part-Time Employee

Whenever “months of continuous employment” are mentioned in this Agreement, for purposes of seniority and benefits, the completion of each one hundred and seventy-four (174) hours of work by a regular part-time employee shall constitute a month’s continuous employment.

5.5 Holiday Payments for Regular Part-Time Employees

In lieu of the provisions of Article 12, Holidays, regular part-time employees shall receive straight-time holiday pay prorated on the basis of the time such employee actually worked in the month in which the holiday occurred. If such employee is required to work on a holiday listed in Article 12 herein, the employee shall be paid at the overtime rate for the actual number of hours worked and shall receive no prorated holiday pay.

5.6 Temporary Employees– Definition

A temporary employee who is hired on the Washington State Ferries’ payroll shall be called a “WSF temporary.”

Personnel working temporarily in a clerical position not on the Washington State Ferries’ payroll shall be called “Agency temporaries.”

1. A temporary employee may be hired:
 - A. To work as a temporary worker to fill an FMLA vacancy of a permanent employee (up to a year),
 - B. To work as a temporary worker when an FTE has been requested (1) year with 6 month extension to 18 months),
 - C. To work as a project type temporary worker to perform work associated with a special project doing work not normally done or to provide assistance to current employees during a peak business cycle (up to 12 months).

- D. Temporary employees shall not be regularly utilized to fill vacant permanent positions beyond ninety (90) calendar days. Should a business reason(s) necessitate an extension of the ninety (90) day period, the Parties will meet to discuss the business reason(s), efforts being made to eliminate the need to utilize a temporary employee and request an extension if needed.
 - E. Notice to Employees:
An employee hired to replace an employee on leave shall be so advised.
- 2. Any project or absence expected to last four (4) months or longer would be posted internally as a training opportunity for OPEIU Local 8 members with return rights to their permanent position. If a position is posted as requiring less than four (4) months work, and it runs longer than four (4) months, the temporary worker must be replaced.

5.7 Union Security and Compensation for Temporaries

Pursuant to Article 3, Union Security, all temporary personnel, Agency Temporaries and WSF Temporaries will be given the Union letter by the Employer upon starting work regardless of the anticipated length of their assignment.

- 1. "Agency Temporaries" will pay Union work permit fees after their initial six (6) weeks of employment (beginning with hours worked on the first day of the seventh week of employment). Concurrently, those temporaries completing their initial six (6) weeks of employment will then receive the appropriate bargained Union wage. The first six (6) weeks of employment will be paid at the Agency standard fee.
- 2. WSF temporaries will be required to pay work permit fees beginning with their first day of employment and shall receive appropriate bargained Union wage for temporary workers from their first day of employment.
- 3. A WSF temporary employee retained beyond ninety (90) calendar days shall be subject to the provisions of Article 3, Union Security, and shall be entitled to full terms and conditions of the contract except the layoff provisions of Article 11, Seniority, Layoff, Recall. Health, welfare and retirement benefits will be afforded a WSF temporary according to the rules and requirements of the respective Washington State Plans referenced in Article 13.
- 4. Temporary personnel who do not satisfy the above requirements to pay work permit fees will be terminated.

5. The Employer may, when feasible, request that the Union refer applicants for temporary positions of an anticipated length of two (2) weeks or greater.
6. If a regular employee applies for and is awarded a temporary bargaining unit position of six (6) months or greater duration, the employee may move to that position without loss of seniority or benefits. Upon completion of the temporary assignment, the employee may return to the employee's prior position.

5.8 Probationary Employee

A probationary employee is an employee who is completing the probationary schedule as defined in Article 6, Section 6.2(a). Any employee terminated during the probationary period shall not have recourse to the grievance procedure.

5.9 Transfer

A transfer is a move from one job classification to another job classification either laterally, or to a higher or lower job classification within the bargaining unit. Except as provided elsewhere in the Agreement, a transfer shall only occur through an employee- initiated request by implementation of the job posting procedure.

5.10 In Place Reclassification

An in place reclassification shall be implemented if an employee has been assigned or is performing job duties and responsibilities of a higher job classification.

5.11 Employment Status

Any employee retains employment rights when working or on any approved time off or leave as defined in this Agreement. An employee taking a leave, which is not properly approved, may be considered absent, and may be subject to discipline up to and including termination.

ARTICLE 6

**HIRING, ORGANIZATIONAL CHANGES, JOB POSTING PROCEDURE,
PROBATION, DISCIPLINE, AND DISCHARGE**

6.1 Hiring and Job Posting Procedure

- A. Notice of all job vacancies, including temporary vacancies of an anticipated six-month or longer duration, shall be posted no later than thirty (30) days after the job becomes vacant for a duration of five (5) working days in all departments where employees of this Agreement are employed. If pressing business needs require a longer delay in posting, the Employer shall inform the Union and shall discuss all relevant facts with the Union. The posted notice will include the current Job

Specification and Classification Questionnaire for the qualifications and responsibilities of the vacant position. The Employer shall not be obligated to post the positions of employees who are selected to fill temporary vacancies beyond electronic e-mail.

- B. Employees, who make timely application during the five (5) working days from initial date of posting period and meet minimum qualifications, will be included in the internal candidate pool for the vacant position. The five (5) day limit shall be extended for employees on approved leave, who request consideration, up to the time interviews are completed.
- C. Employees who make timely application for a vacant position will receive written notification of acceptance or rejection. An announcement will be posted electronically notifying all employees of the employee selected for the vacant position. Upon request by an employee, the Employer will notify the employee in writing with the reason(s) the employee was not selected for the position.
- D. The awarding of all vacant and promotional positions will be subject to the seniority system of Article 11.
- E. The Employer will request from the Union a list of qualified applicants available for referral.
- F. The Employer shall not be denied the right to employ an individual from outside sources once the provisions of Section 6.1(A), (B), (C), (D), and (E) have been exercised and it has been determined that covered employees who have made application from the internal job posting procedure are deemed unqualified for the position.

6.2 Organizational Changes

- A. In the event that new facilities are added and/or eliminated, departments are reorganized and a revision of current staffing and/or job specifications occur that affect WSF employees represented by OPEIU Local 8, the Employer shall notify the Union a minimum of thirty (30) days prior to the planned execution of the event.
- B. The Parties shall meet to discuss and/or negotiate where appropriate, wages, hours of work and conditions of employment for any employee(s) so affected within fifteen (15) days of the Union's receipt of notification. If the Union fails to respond during this period (15 days), the Union waives all rights pursuant to this section. Should the Parties fail to reach an agreement where negotiations are required within fifteen (15) working days or after a mutually agreed upon extension, the Union may pursue the matter through the grievance procedure as specified in Section 15 of the Collective Bargaining Agreement.

6.3 Probationary Schedules

- A. Newly hired employees shall have a six (6) month probationary period to qualify for a position. A newly hired employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. The probationary period may be extended an additional ninety (90) days; provided that, such extensions are not exercised on a regular basis and when an extension occurs the employee and the Union will be notified in writing of such action.

- B. An employee promoted or transferred to a new position shall have a ninety (90) calendar day probationary period, and shall receive the appropriate rate of pay for the new position during such probationary period. An employee determined to be unqualified for a new position during or at the end of the probationary period, shall be returned to the previously held position at the former rate of pay with no loss of seniority and such action will not be subject to the grievance procedure, provided the employee and the Union receives written notice from the Employer containing the reasons for the reversion not less than five (5) work days prior to the effective date of such reversion. The probationary period may be extended an additional ninety (90) calendar days; provided that, such extensions are not exercised on a regular basis and when an extension occurs the employee and the Union will be notified in writing of such action.

6.4 Discipline and Termination of Employment

- A. The Employer shall not discharge, suspend or discipline any employee without just cause. No employee shall be disciplined or discharged while on paid sick leave, on vacation or on an approved leave of absence. An employee, upon request, shall receive written notice from the Employer stating the true cause of termination. The Employer retains the right to discharge new employees during or at the end of the probationary period and the discharge shall not be subject to the grievance procedure.

- B. The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands, and suspensions. Employees shall be given an opportunity to read, sign and answer all written warning notices or performance evaluations before placement of such material into their personnel file. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or within two (2) working days thereafter. The employees shall be requested to sign any written warning notices. The employee's signatures thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that the employee has seen and comprehends the gravity of the disciplinary action taken. Employees shall have the right to review and comment on written warning notices and

performance evaluations currently in their personnel file. Upon request by the employee, the Union will be notified of all warning notices.

Warning notices provided for herein shall not remain in effect for more than nine (9) months from the date of such warning notice and shall thereafter be purged from the employee's personnel file, unless they are the subject of discipline or discharge occurring during the effective period of such notices.

- C. Employees may review their personnel file at a mutually agreeable time upon request to the Human Resources Department. An employee may request copies of information in the personnel file and such information shall be provided by the Human Resources Department.
- D. An employee normally must give ten (10) working days notice prior to voluntary resignation.

6.5 Job Abandonment

An employee absent from work for three (3) consecutive days who is not on an approved leave forfeits his employment rights, his seniority rights, and may be terminated from employment with WSF. Before this occurs, the employee shall be informed via a Loudermill meeting notice and be given an opportunity to attend the meeting. A five (5) day notice by registered letter to the employee's payroll address shall be deemed adequate, whether or not the employee signs for the letter. It is the employee's responsibility to maintain the correct address in Human Resources.

ARTICLE 7 NON-DISCRIMINATION

7.1 Discrimination

- A. The Employer and the Union are mutually committed to ending discrimination in any and all forms. To this end, the parties agree that they will not engage in any act or practice, or pursue any policy, which results in coercion, discrimination, or harassment because of race, creed, sex, sexual orientation, age, color, national origin, marital or veteran's status, political affiliation, or the presence of a sensory, mental, or physical disability (unless reasonable accommodation is impossible or would impose an undue hardship). This prohibition of discrimination shall apply, but not be limited to: promotions, demotions, transfers, layoffs, disciplinary actions, terminations, rates of pay and forms of compensation, hiring, recruitment, referral for hiring, placement in a hiring pool, job advertising, career development, and selection of training, including apprenticeship.

- B. The Employer agrees to provide appropriate training and the Union agrees to support and encourage participation in training to positively accept the cultural diversity that exists in the workplace and to understand as well as prevent all forms of discrimination and harassment.
- C. The parties to the contract agree that the acts of coercion, discrimination, and harassment are intolerable and shall be subject to appropriate discipline.

7.2 The Employer agrees to the principle of equal pay for equal work, and agrees that there shall be no discrimination exercised in the bargaining unit in this respect.

7.3 Reasonable Accommodation

WSF will at all times comply with the Americans with Disabilities Act and RCW 49.60 et Seq. and Department of Transportation Policies regarding reasonable accommodation as those statutes and policies apply to WSF Operations. In a case where an employee has a disability, as defined by ADA or comparable Statutes, WSF shall consider a reasonable accommodation that allows an employee to perform the essential job functions of his classification for which he/she is otherwise qualified. WSF will contact the union representative and discuss a proposed accommodation in cases where there could be a perception that an accommodation violates the union agreement. Although the specific medical condition of the employee will not be disclosed to the union without the employee's written approval, WSF will notify the union the employee has a medical condition requiring accommodation, and WSF will attempt to work with the union to obtain union agreement.

**ARTICLE 8
HOURS OF WORK**

8.1 Regular Hours

The regular hours of work shall not exceed eight (8) hours in any one day or forty (40) hours in any one week, to be worked within five (5) consecutive days. Except as provided elsewhere in the Agreement, the normal workweek will consist of Monday through Friday.

8.2 Overtime

Hours of work in excess of eight (8) hours in any one workday shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate in quarter-hour increments. By mutual consent, compensatory time off may be scheduled in lieu of receiving overtime pay. All time worked on Sundays and in excess of forty (40) hours for that workweek, shall be paid for at two (2) times the employee's regular straight-time hourly rate.

8.3 Alternate Workweek

Upon concurrence of the affected employee(s) and upon notification to the Union, the Employer may implement on a department basis a work week consisting of four (4) consecutive days at ten (10) hours of work per day, worked Monday through Thursday or Tuesday through Friday, upon thirty (30) days written notification to the employees and the Union or earlier if the effected employees agree.

All time worked in excess of ten (10) hours per day or forty (40) hours per work week and all time worked on Saturday and Sunday shall be paid at the appropriate overtime rate of pay. Individual employee requests for an alternate workweek or other flextime schedule must have written approval of the Employer and communicated in writing to the Union before implementation.

Any schedule implemented via this Section may be discontinued by the Employer upon thirty (30) days written notification to the affected employee(s) and the Union unless the employees agree to an earlier change in writing.

This section does not apply to employees who have a regular work week including working on Saturday and/or Sunday.

8.4 Lunch Period

Each employee shall receive a lunch period of thirty (30) minutes, on the employee's own time, approximately one-half way through the workday, in accordance with a lunch period schedule to be established by the Employer. By mutual agreement of the employee and supervisor, lunch periods of sixty (60) minutes may be established. When a sixty (60) minute lunch is utilized, it is duty-free time on the employee's own time. Any schedule implemented via this Section may be discontinued by the Employer upon thirty (30) days written notification to the affected employee(s) and the Union unless the employees agree to an earlier change.

8.5 Relief Period

Each employee shall receive a relief period of fifteen (15) minutes approximately one-half way through the morning shift and approximately one-half way through the afternoon shift of each working day, in accordance with a schedule to be established by the Employer. The Employer shall have the right to require strict observance of the employees of the lunch and relief periods as scheduled. Relief periods are compensable.

8.6 Report Pay

When an employee is called in and reports to work on his or her regular day off, or on a vacation day, the employee shall receive pay for a minimum of four (4) hours at the overtime rate.

8.7 Regular Workday

The regularly scheduled workday shall be between the hours of 6:00 a.m. to 6:00 p.m. It is understood that the Employer may, after consulting with the Union and the employee involved, change the hours of any job where the working hours no longer meet the requirements of the work flow; provided that, employees affected by changes outside the 6:00 a.m. to 6:00 p.m. work period are given ten (10) working days notice of the change of hours, to the extent such notice is possible.

The Employer and the Union shall meet, prior to the implementation of any change of hours or workweek, for the purpose of negotiating the appropriate rates of pay.

With respect to crew dispatching personnel only, the Employer shall have the right, in order to meet operational needs, to establish work shifts and workweeks which differ from the regular 8:00 a.m. to 5:00 p.m. shifts and Monday through Friday workweeks. The Employer will discuss any such alternate shift or workweek with the Union prior to its implementation.

8.8 Shift Differential

Employees, whose regular scheduled work shifts include hours after 6:00 p.m., shall be paid a shift differential equal to an additional ten percent (10%) of their straight-time hourly rate for time worked between 6:00 p.m. and 6:00 a.m.

8.9 Calling Employees at Home

Employees being called at home by their supervisor or supervisor's authorized designee on their normal non-work time or on vacation or sick leave shall be paid initially a minimum increment of fifteen (15) minutes or actual time on the phone whichever is greater. This shall not apply to compensation issues of the employees such as time sheets or other compensation. If overtime payment is applicable, it shall be paid or taken as compensatory time and, at the employee's option, vacation or sick leave may be re-credited in equivalency of straight time increments equal to the time paid by this Section.

**ARTICLE 9
VACATIONS**

9.1 Vacation Accrual Rate

Each employee 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 below shall be prorated and credited on a monthly basis.

Completed Employment

Vacation Credit

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

9.2 Scheduling

Vacation leave shall be taken at a time mutually convenient to the Employer and the employee.

9.3 Accumulation

Vacation leave is accumulative to a total of 240 hours. Employees may voluntarily exceed this limit; provided that, they exhaust the vacation leave in excess of 240 hours prior to their anniversary date. If leave in excess of 240 hours is not used prior to the employee's anniversary date, then such leave will automatically be lost. However, this provision may be modified through mutual agreement between an individual and the Employer for a specified period of time.

9.4 Six Months Employment Before Vacation Available

Vacation leave is not available to the employee unless the employee has served six (6) continuous months of employment. A re-employed or reinstated employee must have six (6) months of continuous employment before such employee is entitled to use vacation leave.

9.5 Cancellation of Leave Credit

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

9.6 Cash Out

All accumulated vacation credit will be paid when an employee leaves the Employer's employment for any reason.

9.7 Sick Leave During Vacation

If an employee becomes ill or injured while on vacation, that person may use sick leave in lieu of vacation days for the period of such illness or injury. Additionally the employee who needs to make funeral arrangements or to attend the funeral of an immediate family member may use Section 10.4 in lieu of vacation.

9.8 Vacation Schedule

The Employer shall make available the vacation schedule by April 1, of each year.

9.9 Seniority Preference

Senior employees shall be given preference in the selection of vacation periods. An employee who splits a vacation may exercise seniority rights for the initial vacation period. However, subsequent selection shall be made after all employees have their initial selection. All vacation requests will be approved or denied in writing by the employee's immediate supervisor. Vacation requests submitted by an employee shall be acted upon by the employee's supervisor and returned to the employee within three (3) working days of receipt of the vacation schedule request. It is agreed that vacation requests will not be unreasonably denied and that every effort will be made to accommodate the vacations.

**ARTICLE 10
LEAVES OF ABSENCE**

10.1 Accumulation of Sick Leave

Regular full-time employees shall accumulate sick leave at the rate of one (1) day for each month in which an employee is in pay status for fifteen (15) or more calendar days.

Regular part-time employees shall receive sick leave accumulation on a pro rata basis, based upon the hours actually worked in each calendar month.

10.2 Payment of Sick Leave Benefits

A. Accumulated sick leave pay shall be payable at the rate of one (1) day's pay (or portion thereof) for each day (or portion thereof) of absence due to bona fide illness, injury, temporary disability because of pregnancy or childbirth, or for preventive health care, or for the care of a sick or disabled child or a spouse or parent. A doctor's certificate may be required if requested by the Employer.

B. All employees may use up to six (6) months of leave without pay to provide care to a newborn or recently adopted child. The employee's request may be denied based on operational necessity. Employees may use their accrued vacation leave in conjunction with this leave without pay.

10.3 Payment of Sick Leave Benefits Upon Termination

Upon termination of employment, compensation for accrued unused sick leave credits shall be in accordance with prevailing legislative provisions covering employees of the State of Washington.

10.4 Bereavement Leave

Regular full-time and regular part-time employees shall be granted up to five (5) working days off to be applied against accrued sick leave, if necessary, in order to make funeral arrangements or to attend the funeral of a member of the immediate family. Up to three (3) additional working days may be taken from accrued sick leave if out-of-state travel is required for bereavement arrangements. "Immediate family" shall be defined as spouse, child, parents, grandparents, brother, sister, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, son-in-law, daughter-in-law, any relative living in the employee's household, and any individual permanently living in the employee's household.

10.5 Personal Leave of Absence

Employees may be granted leaves of absence limited, except in case of physical disability, to six (6) months in any one (1) year without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union.

10.6 Leave

Leave shall be granted all employees as set forth in this Agreement and the State of Washington Family Medical Leave Act and the Federal Family and Medical Leave Act of 1993. All leaves must be approved in writing by management in advance of taking the leave on appropriate leave forms provided by WSF.

- A. All leave extensions must be approved in writing by management 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 if possible.
- B. Employees who have been on an approved leave of absence shall return to work on the date specified on the leave.
- C. The Employer may require medical certification that an employee is able to return to work from an approved leave. The Employer must request such documentation in writing in conjunction with the Employer's written approval of the requested leave.

10.7 Industrial Accident Leave

During the period of time in which an employee is on leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer and not due to the employee's negligence, the employee shall accrue service credit for the purpose of promotions, wage tenure increases, and fringe benefit increases.

10.8 Medical Leave of Absence

Employees may be granted, by the Employer, extended leaves of absence without pay, not to exceed one (1) year beyond the accumulation of paid sick leave, for valid medical reasons, such as extended illness, accident or pregnancy.

Such leaves will be handled as set forth in this Agreement and the State of Washington Family and Medical Leave Act and the Federal Family and Medical Leave Act of 1993.

- A. An employee on leave of absence without pay for six (6) months or less shall be returned to his or her former position at the prevailing salary rate without any loss of seniority.
- B. An employee on leave without pay beyond six (6) months but less than one (1) year may be returned to the first available job which the employee is qualified to perform, at no less than his or her former rate of pay, including all intervening contractual adjustments. The seniority status of the affected employee shall be adjusted on a day-to-day basis to reflect the actual period of leave without pay in excess of six (6) months.

10.9 Employment During Leave

Employees on leave of absence shall not engage in employment with any other employer during the period of leave.

**ARTICLE 11
SENIORITY, LAYOFF AND RECALL**

11.1 Seniority

A. Definition

Seniority is defined as an employee's continuous length of service with the bargaining unit from the most recent date of hire as a regular full-time or part-time employee or adjusted date of hire as a regular full-time or part-time employee and shall be accumulative on a bargaining unit-wide basis. For purpose of vacation and sick leave accrual, seniority is defined as an employee's continuous length of service with WSF. Seniority will begin to accrue for employees who have successfully completed their probationary period.

Part-time employees shall accrue seniority on a pro rata basis based upon hours worked from the most recent date of hire or adjusted date of hire within the bargaining unit.

B. Application of Seniority

Seniority shall be the determining factor in layoff and recall from layoff, transfers in accordance with job posting procedures, shift changes and vacations, in accordance with the posting provisions of this Section unless ability and qualifications are unequal, in which event seniority will not be the determining factor. Seniority shall be applied in the following manner in accordance with Section 11.1(b).

C. Shift Change and Vacation

1. Choice of shift within the current job classification to which the employee is assigned and within the department assigned shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

2. Vacation time shall be scheduled within the department by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

D. Job Posting

Seniority for the purpose of job posting selection shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

E. Benefit Accrual

Seniority, for the purpose of vacation, pension and sick leave accrual shall be based upon an employee's continuous length of service with WSF. Seniority, for the purpose of all other benefit accrual, shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit.

F. Salary Progression

Seniority, for the purpose of salary progression, shall be by bargaining unit-wide seniority based upon an employee's continuous length of service or adjusted length of service within the bargaining unit, in accordance with the salary progression steps in Article 17.

G. Layoff

Seniority, for the purpose of layoff shall be by bargaining unit-wide seniority based upon employee's continuous length of service or adjusted length of service within the bargaining unit.

- H. Recall
Seniority, for the purpose of recall, shall be by bargaining unit-wide seniority based upon employee's continuous length of service or adjusted length of service within the bargaining unit. For recall, seniority shall be in inverse order, last laid off, first recalled.

- I. Timely Return From Layoff
An employee will lose his/her seniority if he/she has been laid off and is recalled to work but fails to report for work within ten (10) working days from the date of receiving notification of such vacancy by registered mail at his/her last known address. To protect his/her seniority, it is the employee's responsibility to keep the WSF HR Office informed of his/her current address and telephone number on forms provided by WSF.

11.2 Seniority Roster

A seniority roster of all employees, which includes a list of all regular employees, regular full-time employees, regular part-time employees, showing time and place of entering service of WSF, will be posted electronically. It will be revised in January of each year and be posted February 1st of each year after which it will be open for correction for a period of sixty (60) days from the date of posting, on presentation of proof of error, in writing, by an employee or his representative. A seniority date that is not protested within sixty (60) days from date of its first appearance on the seniority roster will not thereafter be subject to protest except for correction of typographical error. The Union shall be furnished a copy of such roster.

11.3 Loss of Seniority

An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Voluntary termination of employment.
- B. Discharge for just cause.
- C. Failure to return in accordance with the terms of a leave of absence or when recalled from layoff period.
- D. Retirement.
- E. Transfer or promotion to a position outside the bargaining unit; provided that, any employee so transferred or promoted into a Washington State Ferries position shall have their seniority frozen as of the appointment date and continue to be frozen until the conclusion of the probation period (normally six (6) months).

During the first three (3) months of such probationary period, the promoted employee shall have the option of returning to their former OPEIU Local 8 position, if the promoted employee is removed from the non-bargaining unit position during or at the conclusion of the probationary period, the employee shall have the opportunity of returning to the bargaining unit in any vacant position which the employee has the qualifications and the seniority to attain.

- F. Any employee who has established seniority and is elected or appointed to any full-time office in the Local Union or who is transferred to a position in WSF management shall retain seniority status throughout either term or terms in office or for the duration of employment with management. The employee shall not continue to accrue seniority, but shall regain all previously accrued seniority in the bargaining unit if returned to a position in the bargaining unit.

11.4 Reduction in Staff

In the event of a layoff due to a reduction in staff or the elimination of a position, WSF shall provide the Union and the employee(s) notice of lay-off thirty (30) calendar days prior to the scheduled date of lay-off. Notice will include the reason for the lay-off, employees and positions identified for lay-off and the effective date of lay-off. Such layoff or displacement of an employee shall be in the manner provided below:

- A. An employee laid off or displaced from a job will displace the least senior employee holding a job for which he qualifies as follows: (1) in the same classification; (2) if such is not available, in the same pay range; (3) in the next lower pay range and so on. Employees who are displaced from their jobs as a result of such bump back procedures may themselves move back and replace an employee having the least seniority in accordance with the procedure described in the previous sentence, provided they have the necessary qualifications and seniority.
- B. An employee so affected who is transferred to a lower rated job shall receive their present rate of pay or the maximum of the lower job classification, whichever is lower.
- C. An employee displaced from a job classification shall be first in line for recall to his previously held classification for a period of one (1) year.
- D. Prior to WSF implementing this Section, the Union and each employee whose position is eliminated shall be given a minimum of thirty (30) calendar days notice of a reduction in work force or layoff. This Section shall not apply to temporary employees, nor to dismissal for just cause carried out under the terms of this Agreement.

ARTICLE 12
HOLIDAYS

12.1 Holidays

A. The following days shall be paid holidays for all full-time employees covered by this Agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
2 Optional Days	Will be observed as mutually agreeable between Employer and employee. Employee will be eligible after six (6) months of employment, and holidays shall be observed on a calendar year basis.

B. In the event the Washington State Legislature adds any additional holidays which would be applicable to the employees covered by this Agreement, such holiday(s) will be granted in accordance with the terms and provisions of this Article.

12.2 Holiday Pay

In the event an office employee is required to perform his or her duties on a holiday recognized herein, he or she is to receive one (1) day's pay in addition to the regular monthly salary.

12.3 Alternate Holiday Schedule

When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

ARTICLE 13
HEALTH, WELFARE AND RETIREMENT

13.1 Health & Welfare

Each eligible employee will be enrolled under the Public Employees Benefits Board (PEBB) Medical and Dental Plans in accordance with the provisions thereof, and the monetary amounts budgeted for Employer contributions to the Plans of the State Health Care Authority shall be paid by the Employer.

A. Qualification

In order to qualify for the full payment amount of the Employer's portion of the health, dental and vision benefit premium, the employee must be compensated by the Employer a minimum of eighty (80) hours per month of employment. Compensation includes regular wages for time worked, paid leaves of absences granted pursuant to the terms of the collective bargaining agreement and compensation received through a claim as adjudicated by the Department of Labor and Industries except that employees on medical leave of absence will maintain their medical coverage by utilizing only eight (8) compensated hours per month versus eighty (80) hours. Should the employee not meet this requirement and not to suffer a break in coverage, the employee must pay the Employer's and employee's share of the monthly premium.

13.2 Health Care Benefits Amounts

A. The Employer will contribute an amount equal to eighty-eight percent (88%) of the total weighted average of the health care premium for each bargaining unit employee eligible for insurance each month, as determined by the PEBB annually for benefits in calendar year 2010 and calendar year 2011, respectively.

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

C. Wellness

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

13.3 Retirement

Employees will continue to participate in the Washington State Public Employees Retirement System (PERS) under the rules of that system.

ARTICLE 14

PASSES

- 14.1** Upon application to WSF, employees continuously employed for six (6) months shall be issued annual passes authorizing free transportation for the employees, for the employees' spouses, for the employees' dependents, and for the employees' motor vehicle and tow on all WSF vessels. Spouses and dependents' passes shall not be valid for transportation to and from employment.
- 14.2** Upon application to WSF, employees continuously employed for two (2) years shall be issued annual auto passes authorizing the employees' spouses free auto passage privileges on the basis of travel only during non-peak periods.
- 14.3** The use of car pass privileges during peak periods will be cause for cancellation of all pass privileges. No car pass shall be used between June 15 and September 10 on the Sidney route.
- 14.4** Personnel leaving the service of WSF shall immediately surrender to WSF any passes held. Exceptions to this are those employees who have retired and concur with the provisions of Section 14.5.
- 14.5** Employees of Washington State Ferries System retired under the provisions of Employees Retirement System or totally disabled will be granted annual auto pass privileges for themselves and non-employee spouses and non-employed dependent members of their families under nineteen (19) years of age.
- 14.6 Parking**
OPEIU shall abide by the WSF Parking Policy, which requires an employee to obtain a parking permit in order to park in WSF Parking Areas. Employees may apply for Carpool Parking.

ARTICLE 15

GRIEVANCE PROCEDURE

- 15.1** 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 Article provides a formal process for problem resolution.
- 15.2 Terms and Requirements**
- A. Grievance Definition
A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this

Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Article 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 the names of the group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. 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, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. 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 must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested;
5. The name of the grievant; 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, a grievance cannot be resubmitted.
- J. Consolidation
The Employer and/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 Article 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.

15.3 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 could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.
- B. Processing
Step 1 – Immediate Supervisor
If the issue is not resolved informally, the Union may present a written grievance to the immediate supervisor or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The immediate supervisor 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 fifteen (15) days after the meeting.

Step 2 – Appointing Authority

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Appointing Authority 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 Appointing Authority 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 fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM Labor Relations Office (OFM/LRO) representative with a copy to the agency’s Human Resource Office within fifteen (15) days of the Union’s receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO representative or designee will discuss with the Union:

- i.* 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.
- ii.* 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.

Step 4 – Arbitration

If the grievance is not resolved at Step 3, or the OFM/LRO representative or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator from a list of seven (7) arbitrators by mutual agreement or by alternately striking names supplied by the FMCS, and will follow the Labor Arbitration Rules of the FMCS unless they agree otherwise in writing.

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 make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
- d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. 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.

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 because 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 Union representatives, witnesses, 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.

15.4 Successor Clause

Grievances filed during the term of the 2009-2011 agreement will be processed to completion in accordance with the provisions of the 2009-2011 agreement.

15.5 Election of Remedies

Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the same claim through grievance/arbitration procedure under this Article.

ARTICLE 16 MILITARY AND JURY DUTY LEAVE

16.1 Type of Leave

The Employer shall grant a leave of absence with pay to any full-time employee who has accrued at least six (6) months seniority for any of the following purposes:

- A. Twenty-one (21) days of paid Military Leave will be granted to employees for active duty or active duty training in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided for in RCW 73.16 and applicable federal law.
- B. As provided for in RCW 38.40.060, leave without pay for Military Family Leave will be granted for up to fifteen (15) days, per deployment, to an employee whose spouse is on leave from deployment or before and up to deployment, during a period of military conflict. Employees must provide the Employer with five (5) business days notice after receipt of official notice that the employee's spouse will be on leave or of an impending call to active duty.
- C. To serve on a jury for any court of competent jurisdiction.
- D. To serve as a witness in a criminal case in any court of competent jurisdiction when under subpoena.

16.2 The above types of paid leave shall be the employee's regular straight-time salary in addition to any amount received as compensation for the military, jury, or witness duty performed. Employees granted such leave shall remain absent from work only as necessary to satisfy the requirements of the duty being performed, and the employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received thereof.

16.3 Notification/Denial of Leave

In order to qualify for pay during the above types of leave, the employee shall notify the Employer immediately upon receiving an official communication concerning the service involved. Notwithstanding the provisions of Section 1 above, the Employer may decline to grant leave for jury duty service in those cases where the employee involved is considered essential to maintaining continuity of operations of Washington State Ferries.

ARTICLE 17
CLASSIFICATION AND WAGE RATES

17.1 Wage Placement & Increments

- A. New employees shall be placed in Step A for a period of six (6) months in accordance with the approximate salary range for their classification.
- B. Following six (6) months of continuous employment, employees will be placed in Step B of the Salary Schedule for their classification.
- C. Following eighteen (18) months of continuous employment, employees will be placed in Step C of the Salary Schedule for their classification.
- D. Following thirty (30) months of continuous employment, employees will be placed in Step D of the Salary Schedule for their classification.
- E. Following forty-two (42) months of continuous employment, employees will be placed in Step E of the Salary Schedule for their classification.
- F. Following sixty (60) months of continuous employment, employees will be placed in Step F of the Salary Schedule for their classification.
- G. Following one hundred and twenty (120) months of continuous employment, employees will be placed in Step G of the Salary Schedule.
- H. Following one hundred and eighty (180) months of continuous employment, employees will be placed in Step H of the Salary Schedule.
- I. Following two hundred and forty (240) months of continuous employment, employees will be placed in Step I of the Salary Schedule.

17.2 Payroll and Deductions

Payroll deductions not otherwise authorized or required by law shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

17.3 Merit/Seniority Pay

Nothing in this Agreement shall preclude the Employer from paying an individual employee more than the rate fixed for his or her classification in recognition of merit.

17.4 Pay For Promotion or Work in Higher Classification

- A. When an employee is promoted to a new classification or required to work in a higher classification (for a full shift or longer) at least three (3) salary ranges above the employee's former classification, the employee shall be paid at the step in the new range that most closely represents a two-step increase over the employee's former basic salary or the first step in the new range, whichever is higher.
- B. When an employee is promoted or required to work in a higher classification (for a full shift or longer) not more than two (2) salary ranges above the employee's former classification, the employee shall be paid at the salary step which represents a one-step increase over the basic salary the employee received immediately prior to the promotion or in the first step of the new range, whichever is higher.

17.5 Job Specification

The Employer shall provide the Union with the job specification and subsequent revisions for each covered bargaining unit position. Said revisions shall be transmitted to the Union at the time they are completed. The job descriptions shall accurately reflect the work performed and minimum qualifications for each job classification. The Employer shall notify the Union, in writing, of any new classifications to be covered by the Agreement and shall meet with the Union for the purpose of negotiating the appropriate wage rate for any new job classification.

17.6 Job Classification Review

An employee may request that his or her position classification be reviewed to determine if the position is properly classified. The request shall be submitted in writing to the Human Resources Office and shall include a cover letter explaining the request and a completed classification form. The Human Resources Office response shall be communicated in writing within thirty (30) working days. If the employee is not satisfied, the employee and the Union may appeal the decision to the Human Resources Director. A meeting shall be held within fifteen (15) working days with the Director, the employee, the employee's supervisor and Union Representatives to review the request. The Employer shall submit a

decision in writing, within twenty-five (25) working days of the meeting. If denied, the Employer's decision shall specifically outline the reason for denial. If the employee is not satisfied with the outcome, the Union may proceed to arbitration. Arbitration must be requested within thirty (30) days of the receipt of the Employer's written decision. Any wage adjustment that may be appropriate as a result of the classification review will only be retroactive to the date the initial review request was properly submitted to the Employer.

17.7 Wage Rates

The wage rates are set forth in Appendix "A" of this Agreement.

17.8 Pay Periods

All employees will be paid pursuant to WAC. 82-50-021 as now in effect or hereinafter amended by the Office of Financial Management.

**ARTICLE 18
STRIKES AND LOCKOUTS**

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

**ARTICLE 19
TRAINING PROGRAMS**

19.1 The Washington State Ferries recognizes the mutual benefit to be attained by affording training opportunities to employees. All employees shall have equal access to training opportunities as sponsored by WSF, WSDOT and Washington State DOP that are relevant to their WSF position. Training can be scheduled through the employee's Department or the WSF Training Department. Employee's request for job related training must be pre-approved by the appropriate Department and/or Training Department authorities.

19.2 Regular full time employees with more than six (6) months of service with the Employer may receive tuition reimbursement for job related courses taking place during working hours or outside of working hours taught at a university, college, community college, or approved seminar; provided that (a) the courses and their details are approved by the Employer in advance, and (b) the employee furnishes proof of having satisfactorily passed the course upon its completion.

ARTICLE 20
TRAVEL

- 20.1** The Employer will pay wages at the appropriate straight-time rate of pay, for travel time required for work conducted for the Employer, and for travel time to and from, and attendance at, seminars when such attendance is required by the Employer. The Employer reserves the right to assign the employee the use of a State-owned automobile for the purpose of such travel. Otherwise, the employee will be reimbursed mileage as prescribed by the State for the use of the employee's automobile. Any other forms of transportation and additional expenses will be reimbursed to the employee in accordance with WSDOT Travel Rules and Procedures.

ARTICLE 21
SEVERANCE PAY

- 21.1** It is hereby agreed that any claims for severance payment to any employee (employed by the Washington State Ferries at the time of completion of any cross-Sound bridge or tunnels except for a new Hood Canal Bridge) who may lose his or her employment in the Ferry System as a combined result of the building of a cross-Sound bridge or tunnel (replacing the then-existing Ferry routes) and of the application of the seniority provisions under the present Labor Agreement shall be based upon the principle of one (1) month's pay for each year of service.

ARTICLE 22
TECHNOLOGICAL CHANGE AND TRAINING

22.1 Loss of Jobs

In the event of any technological change that results in the permanent displacement of one or more employees in the bargaining unit, the Employer agrees to discuss such proposed changes prior to their going into effect. Employees to be displaced will be given first opportunity to bid for any new jobs before persons outside the bargaining unit are hired to fill such jobs.

22.2 New Jobs

In the event any new jobs are created as a result of technological change affecting the bargaining unit employees, the Employer agrees to give the existing employees first opportunity to qualify for such jobs. The Employer further agrees to provide suitable training for those employees who are selected for employment in resultant positions.

22.3 Training for Evolving Job Duties

In the event any new job duties are created within the bargaining unit, the Employer agrees to give bargaining unit employees with related duties within the unit of assignment first opportunity to train for these job duties.

**ARTICLE 23
SEPARABILITY AND SAVINGS**

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

**ARTICLE 24
ANNUAL REVIEWS**

24.1 Annual Review

At least once a year, each employee will be given a written Annual review. The employee's immediate supervisor and each employee will jointly review the employee's work assignment(s) and performance for the prior twelve (12) months. This Annual Review will include an interview between the employee and the employee's supervisor. Additionally, any employee or the Employer may request an interim Annual Review.

24.2 Purposes

The Annual Review shall be used for the following purposes:

- A. To encourage a periodic exchange of information between the employee and the supervisor regarding the employee's work assignment.
- B. To apprise the employee of the supervisor's assessment of the employee's performance and of any suggestions for improvement.
- C. To provide an opportunity for the employee to identify conditions or circumstances which impact the employee's work performance and to identify employee career goals.
- D. To provide a means for updating Employer records with respect to the employee's performance.

The Employer and the Union agree that many factors contribute to performance and that, among these, the major factors are dependability, initiative, ingenuity, quality and quantity of output, cooperation, attitude and knowledge. Further, the parties agree that it is appropriate for Management's appraisal of performance to be a significant influence in decisions relating to job placement.

24.3 Annual Review Procedure

The employee will be provided a copy of the Annual Review containing the supervisor's comments at least twenty-four (24) hours prior to any formal discussion of its contents with the supervisor.

**ARTICLE 25
SAFETY COMMITTEE**

- 25.1** The General Safety Committee will include one (1) elected member and one (1) elected alternate representing the Union bargaining unit. Only one (1) employee shall actually be in attendance at the meeting. The Committee will review safety issues and recommend correction of unsafe conditions or practices.

**ARTICLE 26
MEALS AND LODGING**

- 26.1** At management's discretion, the Employer shall furnish meals and lodging, in compliance with per diem guidelines, when staff, essential to manning operations, is required to remain on duty or called back to duty.

This section is applicable to emergency or unplanned situations and is not applicable to regular work schedules in support of WSF operations.

**ARTICLE 27
DURATION**

- 27.1** This Agreement shall be effective from July 1, 2009 until June 30, 2011, unless otherwise provided in the Agreement.

APPENDIX A - CLASSIFICATION AND WAGE RATES

Effective July 1, 2009

Description	Range	Step A -	Step B -	Step C -	Step D -	Step E -	Step F -	Step G -	Step H -	Step I
		Entry	6 mos.	18 mos.	30 mos.	42 mos.	60 mos.	120 mos.	180 mos.	240 mos.
None	M001	\$2,158.60	\$2,262.26	\$2,371.08	\$2,484.68	\$2,602.68	\$2,719.80	\$2,842.20	\$2,970.10	\$3,103.76
		\$25,903.20	\$27,147.12	\$28,452.96	\$29,816.16	\$31,232.16	\$32,637.60	\$34,106.40	\$35,641.20	\$37,245.12
Mail Clerk	M002	\$2,262.26	\$2,371.08	\$2,484.68	\$2,602.68	\$2,724.96	\$2,847.54	\$2,975.70	\$3,109.60	\$3,249.56
		\$27,147.12	\$28,452.96	\$29,816.16	\$31,232.16	\$32,699.52	\$34,170.48	\$35,708.40	\$37,315.20	\$38,994.72
None	M003	\$2,371.08	\$2,484.68	\$2,602.68	\$2,724.96	\$2,862.40	\$2,991.24	\$3,125.80	\$3,266.50	\$3,413.50
		\$28,452.96	\$29,816.16	\$31,232.16	\$32,699.52	\$34,348.80	\$35,894.88	\$37,509.60	\$39,198.00	\$40,962.00
Purchasing Assistant, Receptionist, Office Assistant	M004	\$2,484.68	\$2,602.68	\$2,724.96	\$2,862.40	\$2,999.00	\$3,134.00	\$3,275.00	\$3,422.08	\$3,576.40
		\$29,816.16	\$31,232.16	\$32,699.52	\$34,348.80	\$35,988.00	\$37,608.00	\$39,300.00	\$41,064.96	\$42,916.80
Doc. Control Specialist, Payroll Asst. I, Word Processing Specialist	M005	\$2,602.68	\$2,724.96	\$2,862.40	\$2,999.00	\$3,144.20	\$3,285.66	\$3,433.54	\$3,588.06	\$3,749.48
		\$31,232.16	\$32,699.52	\$34,348.80	\$35,988.00	\$37,730.40	\$39,427.92	\$41,202.48	\$43,056.72	\$44,993.76
Acct Asst. II, Admin. Services Specialist, , Payroll Assistant II, Safety Systems Specialist, Secretary	M006	\$2,724.96	\$2,862.40	\$2,999.00	\$3,144.20	\$3,295.42	\$3,443.72	\$3,598.66	\$3,760.64	\$3,929.86
		\$32,699.52	\$34,348.80	\$35,988.00	\$37,730.40	\$39,545.04	\$41,324.64	\$43,183.92	\$45,127.68	\$47,158.32
Acct Asst III, Buyer II, Customer Info. Asst, Personnel Asst. I, Security Asst, Training Asst.	M007	\$2,862.40	\$2,999.00	\$3,144.20	\$3,295.42	\$3,457.76	\$3,613.36	\$3,775.94	\$3,945.86	\$4,123.40
		\$34,348.80	\$35,988.00	\$37,730.40	\$39,545.04	\$41,493.12	\$43,360.32	\$45,311.28	\$47,350.32	\$49,480.80
Department Coord., Payroll Assistant III, Consultant Coord., Staff Aide, Contracts Coord. I	M008	\$2,999.00	\$3,144.20	\$3,295.42	\$3,457.76	\$3,626.34	\$3,789.54	\$3,960.10	\$4,138.26	\$4,324.50
		\$35,988.00	\$37,730.40	\$39,545.04	\$41,493.12	\$43,516.08	\$45,474.48	\$47,521.20	\$49,659.12	\$51,894.00
Crew Dispatcher, Buyer III, Personnel Asst. II, Maintenance Material Coordinator	M009	\$3,144.20	\$3,295.42	\$3,457.76	\$3,626.34	\$3,804.20	\$3,975.40	\$4,154.30	\$4,341.22	\$4,536.60
		\$37,730.40	\$39,545.04	\$41,493.12	\$43,516.08	\$45,650.40	\$47,704.80	\$49,851.60	\$52,094.64	\$54,439.20
Contracts Coordinator II Inventory, Agent, Purchasing Agent	M010	\$3,295.42	\$3,457.76	\$3,626.34	\$3,804.20	\$3,990.96	\$4,170.56	\$4,358.22	\$4,554.36	\$4,759.30
		\$39,545.04	\$41,493.12	\$43,516.08	\$45,650.40	\$47,891.52	\$50,046.72	\$52,298.64	\$54,652.32	\$57,111.60
Bid Administrator, Crew Dispatch Coordinator, Payroll Coordinator, Staff Accountant	M011	\$3,457.76	\$3,626.34	\$3,804.20	\$3,990.96	\$4,190.50	\$4,379.06	\$4,576.14	\$4,782.08	\$4,997.28
		\$41,493.12	\$43,516.08	\$45,650.40	\$47,891.52	\$50,286.00	\$52,548.72	\$54,913.68	\$57,384.96	\$59,967.36

APPENDIX A - CLASSIFICATION AND WAGE RATES

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		\$41,493.12	\$43,516.08	\$45,650.40	\$47,891.52	\$50,286.00	\$52,548.72	\$54,913.68	\$57,384.96	\$59,967.36

**LETTER OF UNDERSTANDING
ON-CALL**

1. The on-call employee will have no regular assignment and will, as directed by the Employer, work on temporary assignments including, but not limited to, vacation and sick leave coverage and performance of special assignments. The on-call employee will be subject to call only when appropriate temporary assignments are available.
2. The on-call employee will be classified as Office Assistant, and his or her wage rate will be fixed and not subject to adjustment up or down to conform with the wage rates applicable to the various assignments worked.
3. The on-call employee will progress through Office Assistant pay grades on the basis of actual hours worked converted to months, with one hundred seventy-three (173) hours worked being the equivalent of one (1) month of employment.
4. Seniority shall accrue on a pro rata basis, using the same formula as that set forth in paragraph three above.
5. Benefits will be similarly prorated, provided that eligibility for group insurance coverage shall be as set forth in Section 13.1 of the current Employer-Union Labor Agreement.
6. On-call employees shall have preference over temporary agency personnel for job assignments, unless the on-call employee does not, in the judgment of the Employer, have the skills, abilities or qualifications to competently and efficiently perform the desired work, or unless the on-call employee is then employed on an assignment. Notwithstanding the foregoing, the on-call employee shall not have preference over a temporary agency person whose assignment will conclude within ten (10) working days.

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

Executed this 1st day of July, 2009.

For the Office and Professional Employees International Union Local No. 8 (AFL-CIO):

/s/

Shannon Halme
Union Representative

For the State of Washington

/s/

Christine O. Gregoire
Governor

/s/

Glenn Frye, Chief Negotiator
OFM Labor Relations Office