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# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**FERRY AGENTS, SUPERVISORS AND  
PROJECT ADMINISTRATOR'S ASSOCIATION  
(FASPAA)**

**EFFECTIVE**

**JULY 1, 2011 THROUGH JUNE 30, 2013**

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**2011-2013**

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**FERRY AGENTS, SUPERVISORS, AND PROJECT ADMINISTRATORS ASSOCIATION  
2011-2013**

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<b>ARTICLES</b>	<b>TITLE</b>	<b>PAGE</b>
	<b>PREAMBLE</b>	
<b>ARTICLE 1</b>	<b>DEFINITIONS</b>	<b>1</b>
1.01	Agreement	1
1.02	Employee	1
1.03	Spouse	1
1.04	Employer	1
1.05	Union	1
1.06	Parties	1
1.07	Termination	1
1.08	Demotion	1
1.09	Promotion	1
1.10	Year Around Positions	1
1.11	Temporary Position	1
1.12	Year Around Employee	2
1.13	Relief Employee	2
1.14	Home Terminal Defined	2
1.15	Work Week	2
1.16	Penalty Pay	2
1.17	Pay Period	2
1.18	Continuous Employment	2
1.19	Administrative Assignment	3
1.20	Peer Review Committee	3
1.21	Year of Service or Years of Employment	3
<b>ARTICLE 2</b>	<b>RECOGNITION</b>	<b>3</b>
<b>ARTICLE 3</b>	<b>SCOPE</b>	<b>3</b>
<b>ARTICLE 4</b>	<b>MANAGEMENT RIGHTS</b>	<b>4</b>
4.03	Venue for Discipline	4
<b>ARTICLE 5</b>	<b>STRIKES, WORK STOPPAGES AND LOCKOUTS</b>	<b>4</b>
<b>ARTICLE 6</b>	<b>NON-DISCRIMINATION</b>	<b>4</b>
<b>ARTICLE 7</b>	<b>UNION SECURITY</b>	<b>5</b>
<b>ARTICLE 8</b>	<b>UNION STEWARDS</b>	<b>5</b>
<b>ARTICLE 9</b>	<b>VISITATION</b>	<b>6</b>

<b>ARTICLES</b>	<b>TITLE</b>	<b>PAGE</b>
<b>ARTICLE 10</b>	<b>LABOR-MANAGEMENT COMMITTEE</b>	<b>6</b>
<b>ARTICLE 11</b>	<b>PEER REVIEW COMMITTEE</b>	<b>7</b>
<b>ARTICLE 12</b>	<b>DEFINITION OF TERMINAL SUPERVISORS</b>	<b>8</b>
<b>ARTICLE 13</b>	<b>SELECTION OF TERMINAL SUPERVISORS</b>	<b>9</b>
13.01	Selection and Hiring	9
<b>ARTICLE 14</b>	<b>PROBATIONARY PERIODS</b>	<b>10</b>
<b>ARTICLE 15</b>	<b>CLASSIFICATION AND RATES OF PAY</b>	<b>11</b>
<b>ARTICLE 16</b>	<b>HOURS OF EMPLOYMENT</b>	<b>11</b>
<b>ARTICLE 17</b>	<b>OVERTIME</b>	<b>12</b>
17.04	Overtime Unavailability	13
17.10	Overtime Pyramiding Prohibited	14
<b>ARTICLE 18</b>	<b>RELIEFS AND HOME TERMINALS</b>	<b>14</b>
<b>ARTICLE 19</b>	<b>BIDDING PERMANENT AND TEMPORARY POSITIONS</b>	<b>14</b>
<b>ARTICLE 20</b>	<b>SENIORITY AND ASSIGNMENTS</b>	<b>15</b>
20.03	Elimination of Year Around Assignments	15
20.04	Establishing Seniority	16
20.07	Inter-Department Transfer	16
20.08	Termination of Bargaining Unit Seniority	16
20.09	Demotion	16
<b>ARTICLE 21</b>	<b>EMPLOYMENT STATUS OF EMPLOYEES ON LEAVES (PAID OR UNPAID)</b>	<b>16</b>
21.01	Employment Status	16
21.02	Termination of Employment	17
21.03	Leave Time Defined and Approved in Advance	17
21.04	Return from Leave	17
21.05	No Accrual	18
21.06	Reinstatement for Authorized Leaves Less than Forty-Six (46) Days	18
21.07	Reinstatement for Leave Beyond Forty-Five (45) Days	18
21.08	Notice to Replacement Employees	19
21.09	Timely Return from Layoff	19
21.10	Personal Leave of Absence	19
21.11	Non-Occupational Medical Condition	19

<b>ARTICLES</b>	<b>TITLE</b>	<b>PAGE</b>
21.12	Occupational Injury/Illness	19
<b>ARTICLE 22</b>	<b>HOLIDAYS</b>	<b>20</b>
<b>ARTICLE 23</b>	<b>COMPENSATED HOLIDAYS</b>	<b>21</b>
<b>ARTICLE 24</b>	<b>VACATIONS</b>	<b>21</b>
<b>ARTICLE 25</b>	<b>SICK LEAVE</b>	<b>24</b>
<b>ARTICLE 26</b>	<b>MISCELLANEOUS LEAVE (JURY DUTY, SUBPOENA, RESERVE ARMY SERVICES)</b>	<b>26</b>
<b>ARTICLE 27</b>	<b>WORKING CONDITIONS</b>	<b>27</b>
27.02	Cell Phone Usage	27
<b>ARTICLE 28</b>	<b>PENALTY PAY</b>	<b>28</b>
<b>ARTICLE 29</b>	<b>HEALTH AND WELFARE</b>	<b>28</b>
<b>ARTICLE 30</b>	<b>HEALTH AND SAFETY</b>	<b>28</b>
<b>ARTICLE 31</b>	<b>TRAVEL, MILEAGE PAY, MEAL DISCOUNTS, AND PARKING</b>	<b>29</b>
<b>ARTICLE 32</b>	<b>ALLOWANCE FOR SCHOOLING AND UPGRADING</b>	<b>30</b>
<b>ARTICLE 33</b>	<b>STANDARD DRESS</b>	<b>30</b>
<b>ARTICLE 34</b>	<b>PASSES</b>	<b>31</b>
<b>ARTICLE 35</b>	<b>SEVERANCE PAY</b>	<b>32</b>
<b>ARTICLE 36</b>	<b>RETIRED RESERVE QUALIFICATIONS</b>	<b>32</b>
<b>ARTICLE 37</b>	<b>DISPATCH RULES</b>	<b>33</b>
37.01	Relief Supervisors	33
37.02	Retired Reserve Supervisors	33
37.03	Reserve and Probationary Reserve Supervisors	33
37.04	Reserve Pool Placement	34
<b>ARTICLE 38</b>	<b>GRIEVANCE PROCEDURE</b>	<b>34</b>
38.02	Terms and Requirements	34
38.03	Filing and Processing	36

<b>ARTICLES</b>	<b>TITLE</b>	<b>PAGE</b>
38.04	Successor Clause	38
38.05	Election of Remedies	39
<b>ARTICLE 39</b>	<b>SAVINGS</b>	<b>39</b>
<b>ARTICLE 40</b>	<b>TERM OF AGREEMENT</b>	<b>39</b>

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**APPENDICES**

<b>APPENDIX A</b> Costs and Wages	<b>A-1</b>
<b>APPENDIX B</b> Administrative Assignments Rules Outline	<b>A-3</b>
<b>APPENDIX C</b> Health Care Benefits Amounts	<b>A-4</b>
<b>SCHEDULE A</b>	<b>A-5</b>

## **PREAMBLE**

The Rules contained herein constitute an Agreement between the State of Washington hereinafter referred to as the “Employer”, and the FERRY AGENTS, SUPERVISORS, AND PROJECT ADMINISTRATORS ASSOCIATION, hereinafter referred to as the “Union”, governing wages, hours and other conditions of employment of employees as classified.

Washington State Ferries (WSF) employees are State employees covered under their own separate RCW 47.64 which provides for negotiation of Collective Bargaining Agreements (CBA) and recognizes past practice. Issues of past practice shall be incorporated into the contract during the term of the Agreement or shall have no application in the next agreement. Accordingly issues covering State employees other than under 47.64 are subject to negotiation as the issues will apply to RCW 47.64 employees.

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



## ARTICLE 1 – DEFINITIONS

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

**1.01 Agreement**

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

**1.02 Employee**

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

**1.03 Spouse**

Spouse means all persons such as a wife, husband, or state registered domestic partner as defined by RCW 26.60.020 and RCW 26.60.030

**1.04 Employer**

The term “Employer” means the State of Washington.

**1.05 Union**

The term “Union” means the Ferry Agents, Supervisors, and Project Administrators Association (FASPAA).

**1.06 Parties**

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

**1.07 Termination**

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

**1.08 Demotion**

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

**1.09 Promotion**

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

**1.10 Year Around Positions**

The term “year around positions” or “year round assignments” is forty (40) hours of scheduled straight time work within a one (1) week work period, which is expected to exist, during periods of the lowest level of scheduled service.

**1.11 Temporary Position**

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

**1.12 Year Around Employee**

The term “year around employee” is any employee who is assigned to a year around position. All regular full time employees in year around positions and designated relief positions as defined in Section 1.13 shall be assigned forty (40) hours of straight time work per one (1) week work schedule in the Terminal.

**1.13 Relief Employee**

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

**1.14 Home Terminal Defined**

- A. The home terminal for a Relief Supervisor is the non-contracted terminal closest to the employee’s residence.
- B. A Probationary Reserve home terminal is the terminal assigned during a bid period.
- C. Supervisors (regular and probationary) who are assigned one terminal, that terminal shall be their home terminal.
- D. Supervisors (regular and probationary) who are assigned multiple terminals shall be assigned by the employer one terminal within that assignment as their home terminal.

**1.15 Work Week**

The term “work week” shall be seven (7) consecutive days, Sunday through Saturday.

**1.16 Penalty Pay**

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

**1.17 Pay Period**

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

**1.18 Continuous Employment**

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

**1.19 Administrative Assignment**

When WSF determines the need for an administrative assignment, Terminal Supervisors may apply to work outside their normal job duties for a period of time.

**1.20 Peer Review Committee**

A Peer Review Committee is a Committee of three (3) year round Terminal Supervisors established to provide coaching/mentoring, counseling and training to the employees covered under this agreement and shall be utilized by management as a tool to enhance performance or conduct prior to disciplinary action.

**1.21 Years of Service or Years of Employment**

Years of service or years of employment is total employment time with WSF unless otherwise defined.

**Other Definitions and Terms**

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

**ARTICLE 2 – RECOGNITION**

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

**ARTICLE 3 – SCOPE**

**3.01** This Agreement shall apply to all vessels and facilities of the Department of Transportation’s Washington State Ferries engaged in the transportation of passengers, automobiles, and freight on Puget Sound and adjacent inland waters, the Straits of Juan de Fuca, and the waters adjacent to the San Juan Islands and ports in British Columbia. This Agreement shall apply to all employees who serve as Terminal Supervisors.

The parties agree that the provisions of this Agreement constitute the complete agreement between the parties, provided that any prior understanding executed by the parties and contained in a letter or memorandum of understanding (MOU) will be continued during the duration of the Agreement unless the subject matter contained in the letter or MOU has been subsequently amended, modified, changed or altered in any way by a term or provision of the Agreement. Also, it is expressly understood and agreed upon that no term or provision of this Agreement may be amended, modified, changed, or altered except by a written agreement executed by the parties. This clause does not constitute a waiver by either party of its duty to bargain pursuant to RCW 47.64.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** Subject to the specific terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to the following: the right to adopt regulations regarding the appearance, dress, conduct of its employees, 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, and to determine the Employer's budget and size of the Employer's workforce.

**4.02** Supervisory duties enumerated by management shall be part of the job duties of Terminal Supervisors. Terminal Supervisors shall be evaluated on the performance of their duties. WSF shall either train or designate in writing to the supervisors WSF's expectations regarding the scope of their supervisory duties.

### **4.03** **Venue for Discipline**

Management shall conduct discipline investigations, hearings or any meeting associated with any employee's discipline at any venue management chooses, other than the discipline shall be conducted in an area away from the immediate visual presence of other employees other than those conducting the discipline.

## **ARTICLE 5 – STRIKES, WORK STOPPAGES AND LOCKOUTS**

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

## **ARTICLE 6 – NON-DISCRIMINATION**

**6.01** The parties will not discriminate against any employee for activity, or lack thereof, on behalf of or membership in the Union. Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, creed, sex, age, color, national origin, military status, status as an honorably discharged veteran, disabled veteran, Vietnam era veteran, genetic information, political affiliation, marital status, sexual orientation, any real or perceived sensory, mental or physical disability in a manner which is in violation of applicable state or federal laws. This non-discriminatory policy shall be applicable to upgrading, demotions or transfer, layoff or termination, rates of pay or forms of compensation, recruitment or advertising, and selection for training, including apprenticeship.

**6.02** Where the masculine or feminine gender has been used in any job classification or in any provision in this Agreement it is used solely for the purposes of illustration and shall not in any way be used to designate the sex or the employee eligible for the position or the benefits of any other provisions.

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

**6.04** If a FASPAA bargaining unit employee asks for an accommodation or the Employer determines an employee is not capable of performing the essential functions of the employee's job, with or without reasonable accommodation, the Employer shall evaluate open positions in the ferry system to determine if such a position could be performed by the employee. The employee will be allowed to transfer to an open position the employee can perform. The Employer and FASPAA shall meet to discuss any contractual barriers (i.e. seniority), to the employees transfer.

### **ARTICLE 7 – UNION SECURITY**

**7.01** Pursuant to RCW 47.64.160, all bargaining unit employees shall fulfill a union security obligation as a condition of continued employment. The Employer shall enforce this obligation by deducting from salary payments, on the receipt of written authorization from the employee, the uniform dues, including initiation fee, required for membership or, for non-members, a fee equivalent to such uniform dues including initiation fee.

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

**7.03** The Union agrees to indemnity and hold harmless the Employer for any and all liability resulting from such deductions.

### **ARTICLE 8 – UNION STEWARDS**

**8.01** The Union may elect or designate a union steward by classification (who shall be recognized by the Employer). The Union Steward is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of Management with authority to settle such matters will meet with the Union Steward and work for the resolution of such matters. A Union Steward who has participated in Step 1 of the grievance procedure will be allowed to attend grievance meetings, without loss of wages or benefits, scheduled by the Employer. Union Stewards will be allowed to investigate grievances during their normal work day provided no necessary and required work is interrupted by the Steward's absence and the Steward's supervisor has given the Steward prior approval to engage in such activity.

## ARTICLE 9 – VISITATION

- 9.01** Upon prior notification, authorized representatives of the Union shall be allowed to go on the Employer's property and on board vessels covered by this Agreement. The Employer will issue each duly accredited representative a pass for such visits to include vehicles.
- 9.02** It is not the intent of this Article to circumvent the provisions of Article 34, Passes.

## ARTICLE 10 – LABOR-MANAGEMENT COMMITTEE

- 10.01** The Labor-Management Committee (LMC) shall consist of not more than three (3) year round members appointed by each party. Additionally, there may be one (1) year round alternate designated by and on behalf of each party. Alternate members may attend all meetings but may not act as Committee member except when replacing a standing member.

By mutual agreement, the Committee may invite other individuals (e.g. subject matter experts) to attend and participate in Committee meetings. Each party may authorize not more than two (2) observers for any Committee meeting, provided that such observers are subject to compliance with all terms of this Article. 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 President of FASPAA. A recording secretary may be provided for purposes of preparing minutes of Committee meetings, but no verbatim recordings of the Committee meetings may be made.

- 10.02** Unless otherwise mutually agreed, each party may submit no more than two (2) issues to be placed on the agenda for each meeting. Unless waived by mutual agreement, agenda items are to be submitted to the Chair at least three (3) working days before the next scheduled meeting. The Chair will compile a complete agenda to be prepared and available to all members at least one (1) work day prior to each meeting. The agenda will include a brief description of each item to be discussed. Topics not on the agenda will not normally be discussed, but may be placed on the following meeting's agenda. Emergency items may be added to the agenda by mutual consent. Discussion of agenda items will be alternated. Topics of each meeting will be recorded as they are discussed. Committee recommendations on any subject may be adopted by affirmative vote, upon the motion of any Committee member. Motions to adopt recommendations must include the verbatim text of the recommendation under consideration.
- 10.03** The Employer will be responsible for paying wages of participating FASPAA members on the LMC. Employees will be paid at the straight-time rate of pay while in attendance at the LMC if the LMC meets on an employee's work day. Employees will be provided reasonable prep time and travel time to and from LMC meetings as determined by the Employer. If the LMC meeting is scheduled

to be convened on an employee's regularly scheduled day off, the employee shall have the option of either attending the LMC meeting on his/her own time or to reschedule his/her day off within the same week the LMC meeting is convened. The specific scheduled day off shall be mutually agreed to by the employee and the employee's supervisor. If the employee requests to reschedule his/her day off, said request shall be made not less than ten (10) calendar days prior to the LMC meeting date. The Committee shall meet at reasonable times and places as mutually agreed, but shall make every effort to meet not less than once every three (3) months. Meetings will be limited to no more than four (4) hours in duration, unless otherwise agreed. Meetings will be held in state facilities or in other mutually agreed upon facilities which may be available at no cost to the parties. Every attempt will be made to adhere to the meeting schedule, realizing that some flexibility is necessary.

The Committee shall have no power to contravene any provision of the parties' Labor Agreement, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the parties' Labor Agreement. Matters requiring contract modification shall not be implemented until a written agreement has been executed. The Committee shall forward written recommendations on modifications to the Labor Agreement to the FASPAA President and the WSF Director. Recommendations made by the Committee will be considered during contract negotiations.

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

## **ARTICLE 11 – PEER REVIEW COMMITTEE**

**11.01** Terminal Supervisors shall elect (via e-mail) six (6) year round Supervisors, three (3) of which will be appointed by management to serve as the union representatives of the Peer Review Committee (PRC).

**11.02** When management recognizes an employee whose level of performance, or conduct, is below standard, the PRC will be convened to decide upon a strategy to correct and raise the employee's performance or conduct.

**11.03** The Committee shall meet a minimum of once per year with management to establish procedures for its operation. Members of the PRC shall receive applicable pay when providing services for the PRC.

## **ARTICLE 12 – DEFINITION OF TERMINAL SUPERVISORS**

- 12.01** Supervisor is a regular full-time employee who has completed the probationary period, who is assigned to a year round position and a specific terminal. As a regular full time employee, the employee receives all fringe benefits. A Supervisor working multiple terminals during a bid season shall qualify for travel time and mileage on days not assigned to the home terminal.
- 12.02** Relief Supervisor is a regular full-time employee working on a year round basis who has completed the probationary period, is assigned to a home terminal, who serves as a relief supervisor for other supervisors at any terminal who are: on vacation, using a comp time day, sick, in training, or as assigned by Management. Such Supervisor receives all benefits. While working at a terminal, including the employee's home terminal, Relief Supervisors shall be paid assignment pay in accordance with Appendix "A". Additionally, when assigned to work at a terminal other than their home terminal, the employee shall be paid mileage in accordance with Schedule A.
- 12.03** Reserve Supervisor is not guaranteed forty (40) hours work per week as a supervisor and may be assigned to work other classifications in the Terminal Department in the IBU Agreement. This classification receives all fringe benefits, except travel time. This classification will ultimately not be utilized on a regular basis. This employee may travel to different terminals. When doing such the employee is paid mileage, but not travel time.
- 12.04** Probationary Supervisor works as a supervisor in a probationary status. The Probationary Supervisor is regularly scheduled to work forty (40) hours per week at an assigned terminal for at least a bid season. As a regular full time probationary employee, the employee receives all fringe benefits as applicable.
- 12.05** Probationary Reserve Supervisor is a Supervisor who has not completed his probationary period and can be assigned by management in both the supervisor classification of work and in other terminal classifications in the terminal department covered in the IBU Agreement, is not guaranteed forty (40) hours of solely Supervisor work and even in combination with the supervisor work and other terminal work may not necessarily work forty (40) hours per week. This classification receives all fringe benefits, except travel time. This classification will ultimately not be utilized on a regular basis. This employee may travel to different terminals. When doing such the employee is paid mileage, but not travel time.
- 12.06** Retired Reserve Supervisor is a Supervisor who has retired from WSF and has been selected to be included in the reserve pool and expected to be available for on call work at any terminal to a maximum of one thousand five hundred (1,500) hours per year. Such Supervisor is not guaranteed any regular number of hours per week, and receives a wage rate without benefits and without travel time and mileage. Effective June 7, 2004, the following exception applies to mileage

incurred as follows. A Retired Reserve Supervisor required to use their personal vehicle at any time during the work day for WSF business shall be reimbursed the mileage payment at the contractual rate. Retired Reserve Supervisors are expected to be available for on call work except, when by agreement between themselves and management they will not be available for work for a defined period of time. Upon acceptance into the reserve pool, a Retired Reserve Supervisor will be placed at the bottom of the reserve pool list. Retired Reserve Supervisors are assigned by Dispatch Rules of this agreement.

### **ARTICLE 13 – SELECTION OF TERMINAL SUPERVISORS**

#### **13.01 Selection and Hiring**

- A. Notwithstanding any other provision of this Agreement, the selection and hiring of Terminal Supervisors shall remain the responsibility of the Employer.
- B. In selecting new Terminal Supervisors the following process will be utilized:
  - 1. Applicants for new terminal supervisor positions must be a terminal employee in good standing with the Inlandboatmen's Union (IBU). Employees selected as new terminal supervisors shall be required to work as supervisor for a minimum amount of time (as stipulated elsewhere in the agreement) prior to working in a long term special project.

If no qualified candidate is selected through the current selection process then, WSF shall have the right to select applicants from outside of the ferry system who have comparable experience. When the Selection Committee reports to the Union no qualified candidates are available, the WSF representative and the FASPAA representative shall sign an authorization to select from the outside. Such employees have no right of return to the IBU General Agreement.

Employees so selected from the IBU - General Bargaining Unit shall have right of daily return to the IBU - General Agreement and if their position is eliminated from the Terminal Supervisor's Agreement through a reduction in force.

- 2. At the time a vacancy(ies) exists (a vacancy is defined as a year-around or seasonal position of forty (40) hours per week), the Employer will post notification that a vacancy(ies) exist and that applications are being accepted at each terminal.

3. Applications will be evaluated by a committee consisting of three (3) management representatives and the three (3) year round Terminal Supervisors, who will be elected by the Terminal Supervisors.
  4. Following the evaluation process the committee will submit to the Employer the names of the top three (3) candidates for the first vacancy and one additional candidate for each additional vacancy for the employer's final selection. The Employer will then select one (1) of the three (3) names submitted to fill the vacancy provided that the applicant meets the minimum requirements of the position. The committee's selection decision and the Employer's final selection decision are not subject to the grievance procedure.
- C. If requested by an applicant, the Employer will provide, in writing, the reason or reasons for not being selected.
- D. Administrative Assignments  
Terminal Supervisors, from time to time, may be called to work on administrative assignments or projects. Administrative assignments or projects will be paid as an Administrative Assignment Supervisor (pro rata to the salary if necessary) as listed in Appendix A, Rates of Pay, unless that project is less than sixty (60) days. Terminal Supervisors will be given first opportunity for all administrative assignments they are qualified to perform. Management will determine the home base assignment of all administrative assignments. Rules governing administrative assignments are attached hereto as Appendix B. Should a supervisor work on an administrative assignment, their shift shall be open for bid immediately by seniority amongst all terminal supervisors. The next available supervisor waiting for upgrade shall be promoted to fill the last available vacancy. Should the pool of Reserve Supervisors be exhausted, then the vacant shift shall be posted and filled according to Section 13.01.

Should the duration of the special assignment be less than ninety (90) days, then the Supervisor working the administrative assignment shall return to their previous assignment, likewise for the Reserve Supervisor on temporary upgrade. Should the duration of the administrative assignment be ninety (90) days or more, the affected employees shall use their seniority to bump back into a position based on their seniority.

## **ARTICLE 14 – PROBATIONARY PERIODS**

**14.01** Terminal Manager(s) shall evaluate probationary Supervisors a minimum of twice a year. A new Terminal Supervisor shall serve a probationary period of two thousand eighty (2080) hours. The probationary period may be extended for an additional two thousand eighty (2080) hours. Prior to an extension occurring, the

employee will be provided with a plan for improvement in accordance with Article 11.02. The employee will be notified in writing of such action prior to the end of the initial probationary period. New Terminal Supervisors may be demoted from said position for any bona fide reason(s) at any time up to, or at the end of the initial two thousand eighty (2080) hours or at any time up, or at the end of the probationary extension period, and the employee shall not have recourse through the grievance procedure. On summary discharge type offenses, which may require immediate management action, Management's decisions are subject to Just Cause Review.

**14.02** An employee selected to a position within this bargaining unit shall serve the probationary period specified in Section 14.01. An employee determined to be unqualified for the position during or at the end of the probationary period shall be returned to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position. It is further agreed that during the probationary period the employee may choose to return to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position.

**14.03** Terminal Supervisors on Probation are not eligible to work in Administrative Assignments more than thirty (30) days in a calendar year under this agreement. Terminal Supervisors on probation who accept such assignments that require them to work longer than thirty (30) days in a calendar year forfeit their Terminal Supervisor position. Should no qualified Supervisors apply for a Administrative Assignment, or the extension of an existing project is needed, the LMC has authority to waive this Article if necessary.

## **ARTICLE 15 – CLASSIFICATIONS AND RATES OF PAY**

**15.01** The wage rates for the various Terminal Supervisor positions are contained in Appendix "A".

## **ARTICLE 16 – HOURS OF EMPLOYMENT**

**16.01** The principle of the eight (8) hour day is hereby established. No work schedule shall have less than eight (8) hours off between scheduled shifts except as provided by (C) below:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or;
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off or;
- C. Any other agreed upon work schedule between the Employer and affected Supervisors and the Union.

**16.02** Overtime for year around employees shall be paid whenever the employee performs work in excess of the scheduled shifts as specified above, except where noted elsewhere in the agreement.

### **ARTICLE 17 - OVERTIME**

**17.01** The overtime rate of pay for employees shall be at the rate of one and one-half (1 ½) times the straight-time rate in each classification. In the application of this Article there shall not be any pyramiding of the listed pay rates to equal more than three times the straight time rate in any circumstances including, but not limited to:

- A. Overtime, one and one-half times the straight time rate;
- B. Holiday Worked, two times the straight time rate;
- C. Two and one-half (2½) times the pay rate as indicated in Section 17.02(C);
- D. Working as indicated in Section 17.02 on a Holiday; and
- E. Working Overtime on a Holiday, three times the pay rate for each hour worked when called back to work on a scheduled day off.

**17.02** When work is extended beyond the regular assigned work day, such time shall be paid at the overtime rate for actual time worked in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments. Such extended work shifts shall not be scheduled on a daily or regular basis.

Employees required to work more than one (1) shift without a break shall be paid as follows:

- A. The first scheduled shift shall be paid at the straight time rate;
- B. The second shift shall be at the overtime rate;
- C. The third shall be at two and one-half (2 ½) times the straight time rate, unless the employee has had a minimum of a six (6) hour break preceding the third shift excluding travel time. Sixteen (16) hours including uncompensated time off between work shifts shall constitute the first and second shift.

An employee may opt to take compensatory time at a later date in lieu of receiving overtime pay on an hour for hour basis, subject to the conditions and limitations of Article 23.02 and Article 23.03 of this Agreement.

**17.03** Employees called to work prior to commencing their regular scheduled shift shall receive the overtime rate of pay in increments of six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes) for the first hour for work performed prior to the start of the employee's regular scheduled shift provided the employee completes his/her regularly scheduled shift. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments. For early call-out work performed prior to the employee's regularly scheduled shift, provided the employee completes his/her regularly scheduled shift. Early call-outs shall not be on a daily or regularly scheduled basis. This Rule does not apply to WSF training (Article 32.01).

**17.04** **Overtime Unavailability**

An employee may request not to work overtime. This request will be granted unless the extra work is a result of an extended service run requirement, no other qualified replacement is available, or a bona fide emergency exists that requires said employee to work overtime.

**17.05** Employees called back to work after completing a scheduled shift and released prior to starting their next scheduled shift shall be paid at the overtime rate with a minimum of eight (8) hours with the exception of Drug/Alcohol testing. For Drug/Alcohol testing, the employee will be reimbursed actual time worked with a minimum of five (5) hours call out at the overtime rate. Should the employee be scheduled to return to work the following day and they do not receive a minimum of eight (8) hours off (inclusive of travel time), they will be relieved the following day without loss of pay. If the Employer is unable to relieve the employee they will continue to be compensated hour for hour at the overtime rate until they are relieved or at the completion of their next shift.

**17.06** An employee may refuse call back assignments on scheduled days off or scheduled vacation, and shall not be disciplined for refusing said assignments. For Alcohol/Drug Testing the Employer may require an employee to report if no other qualified employees are available to perform the necessary collection.

**17.07** Employees called back to work on their scheduled assigned days off will receive a minimum of eight (8) hours pay at the overtime rate. In addition, they will receive three (3) hours of pay at their straight time rate of pay regardless of the length of the overtime shift or hours actually worked.

**17.08** The Employer agrees that overtime shall be equalized on each route and terminal, insofar as is practical, and every effort shall be made to equalize overtime within the system.

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

**17.10 Overtime Pyramiding Prohibited**

Whenever two (2) or more overtime or premium rates may appear applicable to the same hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the highest applicable rate shall apply.

**ARTICLE 18 – RELIEFS AND HOME TERMINALS**

**18.01** There shall be a minimum of five (5) relief Supervisors (four [4] year round Supervisors and one [1] seasonal Supervisor of not less than six [6] months). Should the experience rate of Relief usage change, the LMC will convene and determine the number of relief’s required for the following year.

**18.02** Terminal Supervisors working multiple terminals will be assigned a home terminal within that terminal group. Travel time and mileage will be paid in accordance with Section 31.01 and as set forth in Schedule A for travel outside their home terminal.

Relief Supervisors shall be assigned to the terminal closest to their home as their home terminal. Such employees shall be paid assignment pay in accordance with Appendix “A” for hours actually worked at a terminal including the employee’s home terminal, not including time spent traveling to and from work. No other form of travel pay / time is payable to Relief Supervisors. Mileage shall be paid in accordance with Schedule “A” when assigned to work at a terminal other than the employee’s home terminal.

Assignment pay will be compensated for Relief Supervisors who are required to have expertise and knowledge of each terminal, and are assigned throughout the system as needed. This includes but is not limited to:

- A. Familiarization of each terminal;
- B. Familiarization of the staff/operations of each terminal;
- C. Familiarization with terminal alternative operational plans in the event of service disruptions; and
- D. Familiarization with emergency action plans for each terminal.

**ARTICLE 19 – BIDDING PERMANENT AND TEMPORARY POSITIONS**

**19.01** Terminal Supervisors assignments shall be bid by seniority system wide. Should the hours change by more than two (2) hours in any one (1) day, or the days off change in any assignment, or if the home terminal changes, this would constitute a shift change and a system wide re bid shall take place within ten (10) days and will become effective within fourteen (14) days thereafter. However, it is

recognized that there are seasonal changes, the company has the ability to establish those shifts that would have seasonal changes, effective with this agreement, and those seasonal changes would not constitute a shift change. Sunday and/or Holiday schedules may be observed without constituting a shift change.

**19.02** The Supervisors assignments shall be open for bid by Supervisor seniority every four (4) years effective no later than July 1, 2001 or four (4) years after the previous change.

**19.03** Temporary or year around openings of thirty (30) days or more that may occur will be posted and filled by the most senior Supervisor requesting that assignment. This does not include administrative assignments working outside the terminal groups.

**19.04** There will not be less than three (3) Supervisors in the reserve pool. Supervisors in the reserve pool will be offered temporary assignments based on their Supervisor Seniority as defined in Article 37, Dispatch Rules. Reserve and Probationary Reserve Supervisors will be offered seasonal and temporary year around openings by their supervisory seniority. Should the most senior Reserve or Probationary Reserve Supervisor refuse the assignment, the position will be offered to the next most senior, and so forth until the list is exhausted. After the list is exhausted, the opening will then be assigned to the most senior Reserve or Probationary Reserve Supervisor. Should the most senior Reserve or Probationary Reserve Supervisor again refuse the assignment, he/she shall lose all seniority as a supervisor and will be dropped from the supervisor's list.

## **ARTICLE 20 – SENIORITY AND ASSIGNMENTS**

**20.01** The Employer recognizes the principle of seniority in the administration of transfers, layoffs and recalls. In the application of seniority under this Article, if an employee has the necessary qualifications and ability to perform in accordance with the job requirements, seniority by classification shall prevail.

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

**20.03** **Elimination of Year Around Assignments**

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

**20.04 Establishing Seniority**

An employee's selection date as a supervisor shall become the employee's supervisory seniority date.

**20.05** Seniority Roster will be maintained by the Employer and available when requested by any Supervisor.

**20.06** Any employee who has established seniority and is elected or appointed to any full-time office in a Union or who is transferred to a position in management shall continue to accrue seniority status in this agreement or the IBU Agreement as applicable throughout either term or terms in office or for the duration of employment with management, and may thereafter exercise his seniority by classification in selecting a new assignment of his choice. Any displaced employee will also have the right to exercise his seniority by classification in selecting a new assignment of his choice.

**20.07 Inter-Department Transfer**

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

**20.08 Termination of Bargaining Unit Seniority**

Except as otherwise provided for in this Agreement, seniority shall terminate for an employee who retires, who quits, is discharged for cause, is unavailable for work, or who is on continuous lay-off for more than three hundred sixty five (365) days.

**20.09 Demotion**

In the event an employee requests a demotion, due to personal reasons, the employee shall be entitled to their original seniority date established in the lower classification of the IBU Agreement. Employees requesting a reduction in classification shall forfeit seniority accrued in the higher classification.

**ARTICLE 21 – EMPLOYMENT STATUS OF EMPLOYEES ON LEAVES (PAID OR UNPAID)**

**21.01 Employment Status**

An employee retains employment rights when working, when the employee is on a contract provided leave, such as: Approved Sick Leave, Vacation, Holiday, Jury Duty, involved in Authorized Court Proceedings, Military Reserve Leave, Family Medical Leave, or other specific Contract Provided Leave, or when the employee

is on a Leave of Absence (paid or unpaid) approved in writing in advance of taking the leave. Employees on unpaid leave of absence are not entitled to employer paid medical benefits, unless eligible under FMLA. An employee taking a leave, which is not pre-approved, is absent without an approved leave and subject to discipline up to and including termination of employment. Employees on leave of absence due to positive chemical test shall not be eligible for employer paid medical benefits.

### **21.02 Termination of Employment**

An employee absent from work for three (3) consecutive days who is not on an approved leave forfeits his employments rights, his seniority rights, and may be terminated from employment with the WSF. Before this occurs, the employee shall be informed via a Loudermill meeting notice and be given an opportunity to attend the meeting. 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 Payroll.

### **21.03 Leave Time Defined and Approved in Advance**

In the case of all leaves the employee shall obtain managerial written approval in advance of taking the leave on appropriate leave forms provided by the WSF. Leave forms for absences due to illness/injury or other unforeseen events 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. 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 for less than five (5) days shall be requested on the payroll timesheet. 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.

### **21.04 Return from Leave**

Employees who have been on an approved leave of absence shall return to work on the date specified on the leave. An employee on Leave of Absence (paid or unpaid) 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.

**21.05 No Accrual**

An employee on a Leave of Absence or by reason of an industrial injury/illness will continue to accrue seniority only for the purposes of layoff and recall during such leave. There shall be no accrual of any benefits during the period of their leaves including increased vacation accrual associated with longer seniority.

**21.06 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 shall 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.

**21.07 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, the 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.

A completed/signed Job Analysis Form will be accepted by the 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 the 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 the WSF Human Resources receives the completed/signed Job Analysis Form, excluding weekends and holidays. For example, if the 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. The 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, the WSF shall ensure that the employee is returned to work as soon as practicable. The WSF's failure to return the employee to work as soon as practicable shall be subject to the parties' grievance procedure.

**21.08 Notice to Replacement Employee**

An employee hired to replace an employee on leave of absence shall be so advised.

**21.09 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 fifteen (15) 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 Human Resources Office informed of his/her current address and telephone number on forms provided by the WSF.

**21.10 Personal Leave of Absence**

An employee, who has completed one (1) year of continuous employment, may request in writing a personal leave of absence up to ninety (90) calendar days without pay. If granted by the Employer, such leave of absence shall not affect accumulation of seniority. Such leave may not be taken more than once every four (4) years. Leave without pay shall only be taken pursuant to this Section and cannot be substituted for sick leave, vacation or comp time.

**21.11 Non-Occupational Medical Condition**

An employee, who has completed one (1) year of continuous employment, may request a leave of absence due to a non-occupational medical condition that prevents him/her from performing the essential job functions. Such leave shall be granted to the employee upon presentation of a certificate on the appropriate WSF form, from a licensed physician, confirming the employee's continued inability to perform the essential job functions. An employee absent for more than twelve (12) consecutive months, not broken by more than sixty (60) days of work, may be subject to termination. After the year, the employee's seniority is frozen and the seniority date adjusted if the employee returns to work. But in no event shall the employee be extended leave beyond eighteen (18) months of total leave. Employees with ten (10) years of service after one (1) year of an non-occupational medical leave shall be assigned to layoff status which shall continue for two (2) years within which the employee shall be given first right of return to an open position after the employee proves their capability to perform as established by a positive EJP as provided in this Section.

**21.12 Occupational Injury/Illness**

An employee, who suffers an occupational injury/illness, may request a leave of absence for the period of incapacitation for which the employee is receiving Worker's Compensation benefits. Such leave shall continue to be granted only upon the employee's presentation of a certificate from a licensed physician, on the

appropriate WSF form, confirming the employee's inability to work. Such leave of absence shall not exceed one (1) year. Employees absent for more than twelve (12) consecutive months, not broken by more than sixty (60) days of work, may be subject to termination. But in no event shall the employee be extended leave beyond eighteen (18) months of total leave, unless otherwise required by law. Employees with five (5) years of service after one (1) year of an occupational injury/illness leave shall be assigned to layoff status which shall continue for three (3) years within which the employee shall be given first right of return to an open position after the employee proves their capability to perform as established by a positive EJP as provided in this Section.

**21.13** WSF reserves the right to require any employee to be assessed by a physician regarding the employee's ability to perform the Essential Job Functions. Employees shall not file a grievance through the grievance procedure nor shall the Union process any grievance. Additionally, neither shall the Union process any grievance nor file a legal action in any legal forum whatsoever regarding the application of this Article.

## **ARTICLE 22 – HOLIDAYS**

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

Employees who work a shift that begins on the holiday and ends on the following day shall be paid at the straight time rate of pay, with an additional one (1) hour's pay for each hour worked on that shift.

Employees who work a shift that begins the day preceding the holiday and concludes on the holiday shall be paid at the straight time rate of pay for all hours worked on that shift.

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

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

### **ARTICLE 23 – COMPENSATED HOLIDAYS**

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

- A. The election to take a compensatory day in lieu of holiday pay may not be exercised more than twelve (12) times in any one (1) contract year.
- B. Such election may be made on the employees' pay order covering the particular holiday by designating the holiday hours as compensatory, instead of holiday time.

**23.02** Any Terminal Supervisor desiring to use accumulated compensatory time off must submit a written request to the Employer in advance indicating the number of compensatory days off requested. Compensatory days shall be mutually agreed between the employee and the Employer. Such written requests, approved by the Employer, shall be solely on a first come first served basis and seniority shall not be a consideration. Non-year around Terminal Supervisors who must have compensatory time approved through a Terminal Manager will receive the appropriate Terminal Supervisor rate of pay

**23.03** No more than two hundred forty (240) hours of such compensatory time off may be accumulated by each employee. All accumulations beyond two hundred forty (240) hours shall be paid in cash, and all accumulated compensatory time off shall be taken prior to retirement.

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

### **ARTICLE 24 – VACATIONS**

**24.01** Each employee with a minimum of six (6) continuous months employment shall receive one (1) working day of vacation leave credits, with full payment, for each month of completed employment up to and including twelve (12) months in accordance with Section 24.02 below. Non-year around Terminal Supervisors who must have vacation time off approved through a Terminal Manager will receive the appropriate Terminal Supervisor rate of pay.

**24.02** For Employees hired prior to June 30, 2011, vacation leave, in accordance with Section 24.01 will be credited on the following basis: a working day is based on an eight (8) hour day.

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
20 years	23 working days
21 years	24 working days

For employees hired (or rehired) on or after June 30, 2011 vacation leave, in accordance with Section 24.01 will be credited on the following basis:

**Completed Employment**

**Vacation Credit**

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

**Vacation Scheduling Process**

Vacation scheduling for Terminal Supervisors shall be by Supervisor seniority selection wherein employees by their Supervisor seniority select up to two (2) consecutive weeks in the summer and in forty (40) hour increments throughout the rest of the year.

**24.03**

- A. Vacations shall be scheduled to coincide with the employee’s regular days off. Vacations are to be bid out by classification seniority. Vacation bidding will commence on or about October 1 for the succeeding year. If a vacation has not been selected within three (3) days after notification by the WSF terminal management or the designee, that employee will be

bypassed and the next senior employee will be contacted. The bypassed employee will be reinserted into the vacation selection process at the time they contact terminal management or the designee for a selection. The LMC will annually review and revise as necessary, the rules currently written in the Terminal Supervisors' Manual (Section 5.06).

- B. Employees who have elected to use a minimum of three (3) weeks on the vacation sign-up sheet, will have the ability to request vacation days in one (1) day increments that may or may not coincide with days off. No employee will be allowed to sign up for less than forty (40) hours (less than eighty (80) hours during the summer schedule) on the vacation sign-up sheets. Only those requests that have been approved by the WSF will be considered granted. Approval will be based on availability of relief, remaining vacation balances and proper utilization of the vacation sign up sheet(s). Entitlement will be based on a first request basis.

**24.04** Vacation leave is accumulated to a total of three hundred twenty (320) hours after which time, if not taken, it shall lapse month by month. At no time can an employee have more than three hundred twenty (320) hours accumulated vacation credit nor, upon the employee's retirement, shall any provision of this Article conflict with RCW 41.50.150 (Department of Retirement Systems).

**24.05** Each employee's anniversary date shall be twelve (12) months after entering service of the Employer.

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

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

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

**24.09** Except as provided for in Article 24.04 above, all accumulated annual vacation leave is allowed when an employee leaves the Employer's employment for any reason.

**24.10** Vacation pay shall be computed on the basis of the straight time rate in effect at the time the vacation is taken per Section 27.04. An employee may request an annual statement showing the employee's unused vacation leave.

**24.11** Vacation credits as set out in Section 24.01 shall be pro-rated and credited on a monthly basis.

## ARTICLE 25 – SICK LEAVE

**25.01** Each full time employee 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 employee's date of employment. Sick leave credits shall accumulate. Sick leave accruals for part-time and/or temporary employees shall be computed on an hourly basis, based on the ratio of hours worked to normal straight time hours worked by regular full time employees during those periods.

- A. Non-year around employees shall be paid sick leave at the rate of pay indicated by the classification they have been assigned to.

**25.02** An employee may, at the employee's option, use vacation leave in lieu of sick leave but may not use sick leave in lieu of vacation leave.

**25.03** Through the Employer, sick leave may be claimed from the accumulated days of credit for any employee for the following reasons:

- A. For illness or injury which incapacitates employees to the extent that they are unable to perform their work;
- B. For preventive health care, provided employees notify their supervisor in advance of such appointment;
- C. For the period of time that a woman is sick or temporarily disabled because of pregnancy or childbirth, in accordance with terms set forth in this Article;
- D. Leave for Family Military Leave as required by RCW 49.77;
- E. Leave for Domestic Violence Leave as Required by RCW 49.76; and
- F. Care of Family members as required by the Family Care Act, WAC 296-130.

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

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

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

- 25.06** Sick leave up to three (3) days in any one instance may be claimed by an employee after notifying the employee's supervisor when a member of the employee's immediate family, as defined in Section 25.04, is ill or injured, and the employee's presence is required. Additional sick leave may be claimed if said employees' presence is requested, in writing, by a doctor.
- 25.07** The Employer may request, at its option, a verifying statement from the employee's doctor to support claims of five (5) working days or less.
- 25.08** No sick leave claims shall be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time loss payments (Workers Compensation), wage loss benefits under a health and welfare benefit trust.
- 25.09** All accumulated sick leave credits shall follow any employee who is transferred to another department of the State of Washington.
- 25.10** Each employee's sick leave credit days are canceled automatically upon the employee's termination of service. Terminating employees do not receive sick leave credit for the month in which they terminate unless they work at least eighty-four (84) hours in the month.
- 25.11** All accumulated sick leave may be restored when a previously separated employee is re-employed on a permanent basis.
- 25.12** Sick leave may be extended by the Employer after all accumulated sick leave is used when an employee is injured in the line of duty (except when covered by industrial insurance) or contracts a contagious or infectious disease through exposure to such disease in the line of duty.
- 25.13** Sick leave buy-out upon death or retirement shall be allowed in accordance with applicable statutes.
- 25.14** Year around Supervisors 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 payout of sick leave that was accrued during that quarter on the following basis:
- A. 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.
  - B. 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.

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

**ARTICLE 26 – MISCELLANEOUS LEAVE (JURY DUTY, SUBPOENA, RESERVE ARMY SERVICES)**

- 26.01** An employee called for jury duty shall be paid the difference between the fee for such service and the amount of straight-time earnings lost due to such service. When an employee is called back for jury duty, the employee shall not be required to report for work at the WSF (1) on any day when the employee is required to report for or serve upon jury duty; (2) on any day in a calendar week when the employee will otherwise have worked or served on jury duty for five (5) days; or (3) on the employee's regularly scheduled days off. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received.
- 26.02** The Employer will make an employee whole for work time loss when the employee is required by the Employer or by subpoena to attend hearings or investigations concerning the WSF conducted by the United States Coast Guard (USCG), a court of law or a governmental agency, by payment of the employee's "straight time" wages less any fees received by the employee. This provision shall not be applicable where the employee and/or the Union have a beneficial interest in the outcome of the proceedings.
- 26.03** Any employee who is a member of one of the Reserve components of the United States Armed Services will be granted leave when called for Reserve. During such absence the employee will be paid in accordance with federal and state law.
- 26.04** Leaves of absence will not be granted to employees to work in other industries, training or educational institutions unless mutually agreed to between the Employer and the Union. All requests for leaves of absence shall be approved in writing in advance by the Union and Employer.

## ARTICLE 27 – WORKING CONDITIONS

- 27.01** Relief Supervisors will be entitled to two (2) consecutive days off that may fluctuate from week to week. Days off will be scheduled by management according to operational need. Retired Reserve Supervisors, Reserve Supervisors, and Probationary Reserve Supervisors, will be dispatched by Dispatch Rules, accepting days off as provided week to week, which may or may not be consecutive days off. In consideration of this dispatch benefit the Parties acknowledge that the MOU of the 20th day of June 1997 known as the “Morvan Agreement” shall be superseded by this Agreement to the extent any inconsistencies exist.
- 27.02** **Cell Phone Usage**  
Supervisors shall not have personal cell phones or any other electronic media in use or in public view while performing assigned tasks.
- 27.03** Employees shall end their assignment at the same terminal where they began their duties, and such terminal shall be designated by the Employer unless mutually agreed between the affected employee and the Employer.
- 27.04** Terminal Supervisors shall be assigned for payroll purposes to a classification in this Agreement or the IBU Agreement as their regular classification and shall be paid at the specified rate for such classification for work performed therein and for paid time off to which they are entitled under the provisions of this Agreement.
- 27.05** The procedures for administering overages and shortages in terminal working funds will be completed pursuant to Office of Financial Management (OFM) and the Department of Transportation procedures now or hereinafter in effect.
- 27.06** Except in cases of emergencies, the Employer shall give two (2) week’s notice before instituting shift changes.
- 27.07** Only authorized accounting personnel of the Employer shall be allowed access to safes assigned to terminal Supervisors. Lock combination numbers shall not be issued to any other person.
- 27.08** The Supervisor shall be present when an audit is made of their safe funds. A copy of the audit report shall remain in the safe for the Supervisor’s review.
- 27.09** Terminal Supervisors who have completed ten (10) years of service as Supervisors of the Washington State Ferry System shall continue to receive the same rate of pay when employed in lower terminal classifications if the employee becomes handicapped to the extent the employee might otherwise lose his job.

## **ARTICLE 28 – PENALTY PAY**

- 28.01** Penalty pay shall be at the straight-time rate of pay and shall be paid in addition to whatever rate of pay (straight-time or overtime) is being paid when penalty work is performed. Except for the items specified below, penalty time shall be paid for time actually worked with the minimum payment of one-half (1/2) hour and in one-half (1/2) hour increments thereafter.
- 28.02** If an employee comes in physical contact with sewage while exercising due care in the performance of their duties, the employee shall receive a two (2) hour minimum.
- 28.03** When required to clean-up excrement, and/or vomit as well as blood: One-half (1/2) hour minimum. The clean-up of blood does not include the emptying of sanicans in the women’s rest rooms but requires that employees actually must clean or remove blood spillage or bloody items that are otherwise not in lined containers and where there is actual physical contact with the spillage or bloody items.
- 28.04** Employees who are Drug/Alcohol sampling certified on each July 1, will receive a one-time payment of one thousand dollars (\$1,000). This payment will be dispersed on the July 25 paycheck. This provision will remain in effect unless the certification program is discontinued.

## **ARTICLE 29 – HEALTH AND WELFARE**

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

## **ARTICLE 30 – HEALTH AND SAFETY**

- 30.01** The health and safety of employees shall be reasonably protected. The Terminal Supervisor will be responsible for the assignment of linens and blankets to each vessel and crew. Soiled linens and blankets shall be returned by the employees who use them, in exchange for clean linens and blankets.
- 30.02** The Employer will reimburse employees for possessions lost, not to exceed four hundred dollars (\$400) which resulted from unprovoked assault, burglary, or robbery that occurred during the course of their work. The employee must provide the Employer with an itemized list of such articles, including replacement value. The Employer will pay the employee the employee’s regular straight time rate of pay, including all fringe benefits, less the applicable temporary disability compensation paid by the State of Washington under the Worker’s Compensation Statute. Such payments shall continue only for the period of time that the

employee is considered unfit for duty and such disability is a result of any unprovoked assault, burglary, or robbery that occurred during the course of work while on duty.

**ARTICLE 31 – TRAVEL, MILEAGE PAY, MEAL DISCOUNTS, AND PARKING**

- 31.01** All travel time shall be paid at the employee’s regular straight time rate of pay.
- 31.02** Distances and travel times between terminals shall be as set forth in Schedule A attached hereto and made a part hereof. Actual mileage may be paid when employees are directed by the Employer, to travel outside of Schedule A.
- 31.03** The mileage rate for employees who furnish their own transportation shall be that allowed by the State Office of Program Planning and Fiscal Management for use of private automobiles.
- 31.04** Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.
- 31.05** The charge for meals purchased on board the ferries, while on duty or while going to and from duty, by all employees covered under this Agreement, shall be at one-half the normal retail price of such meal, rounded upward to the nearest cent. This provision shall apply only to the first ten dollars (\$10) in retail price meal purchases per employee per day.
- 31.06** Employees purchasing meals at a discount shall be required to sign sales slips when served.
- 31.07** Shoreside employees working on vessels on the run shall be allowed the same food discount afforded crew members.
- 31.08** If parking is available at Terminals, it is for business purposes only. Based on the business need for the Terminal Supervisor to have access to parking, the following parking for Terminal Supervisors shall be available:

<b>Supervisor Parking by Terminal:</b>	<b>Number of Parking Stalls:</b>
ANACORTES	2
PORT TOWNSEND	1
KEYSTONE	0
MUKILTEO	2
CLINTON	2
EDMONDS	2
KINGSTON	2
SEATTLE	3
BAINBRIDGE	2

BREMERTON	1
FAUNTLEROY	1
SOUTHWORTH	1
VASHON	0
PT. DEFIANCE	1

**31.09** In addition, there shall be at certain terminals parking spaces designated for administrative use. Terminal Managers shall stipulate Terminal Supervisors use of such parking spaces.

**ARTICLE 32 – ALLOWANCE FOR SCHOOLING AND UPGRADING**

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

- A. The WSF shall provide a minimum of five (5) days notice to employees except in emergency situations when employees are requested to attend ferry system sponsored training classes. If employees are not provided five (5) days notice, the employee will have the right to refuse the class.
- B. All employees, except as otherwise provided, shall be paid mileage for attending training classes. Travel time to and from the training classes shall also be paid unless the class concludes within the scheduled shift hours.
- C. Employees shall be paid a minimum of their scheduled shift hours for that day for attending training classes. The overtime provision shall apply to training classes exceeding the above noted scheduled shift hours.
- D. Employees’ lunch period shall be included in the work/class schedules.
- E. Employees required to attend training classes on their day or days off shall be paid the overtime rate of pay.
- F. Employees attending training classes shall have at least eight (8) hours, excluding travel time, between the completion of their last work shift and the beginning of training classes.

**ARTICLE 33 – STANDARD DRESS**

**33.01** Supervisors shall be required to wear attire in accordance with the Employer’s published dress code.

**33.02** In view of the Employer requiring the above dress code regarding proper attire, the Parties mutually recognize that employees are to be neat, and well groomed.

**33.03** WSF shall continue to furnish Supervisors:

- A. One (1) Windbreaker – Every three (3) years.
- B. One (1) Winter Navy Jacket – Every five (5) years.
- C. One (1) Rain Jacket (If requested) – Every five (5) years.

### **ARTICLE 34 – PASSES**

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

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

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

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

**34.05** Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee, employee's spouse, or dependents, except as otherwise provided in this Article.

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

**34.07** 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. Nothing contained in this Section shall be construed as applying to any employee engaged in traveling to or from work with the Employer.

**34.08** Any employee, employee's spouse, or the employee's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to the following:

- A. First Offense – three (3) month suspension of pass privileges.
- B. Second Offense – one (1) year suspension of pass privileges.

C. Third Offense – permanent revocation of pass privileges.

The Employer will publish and provide to the employees and the Union a copy of the rules, regulations, and policies concerning pass usage.

**34.09** The Employer shall comply with all federal and state tax regulations regarding the use of passes.

### **ARTICLE 35 – SEVERANCE PAY**

**35.01** It is hereby agreed that any claims for severance payment to any employee who may lose employment because of the abandonment of routes due to the construction of bridges or tubes replacing the then existing ferry routes (excepting the Lofall - Southpoint and Salsbury Point - Shine routes), and of the application of seniority provisions under the present Labor Agreement, including consideration of residence of individual and locale of employment offered, shall be based upon the principle of one (1) month's pay for each year of service.

**35.02** 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.

### **ARTICLE 36 – RETIRED RESERVE QUALIFICATIONS**

**36.01** Terminal Supervisors who retire (retired) after July 1999 and have completed twelve (12) continuous months of employment as a Terminal Supervisor will be eligible to apply to work as a Retired Reserve Supervisor.

**36.02** Employees who are eligible to apply as a Retired Reserve Supervisor and wish to work in the Retired Reserve classification after retirement will within (but no more than) ninety (90) days submit an application to Terminal Management. Terminal Management will initiate the selection process inclusive of the Agent Selection Committee, and make its determination within forty-five (45) days of the application. Those employees who are not selected to work in the Retired Reserve Supervisory classification shall not have recourse through the grievance procedure; however, within one (1) week of notification, the applicant may make a written appeal back to the Agent Selection Committee. The Agent Selection Committee will determine whether the appeal has merit and shall notify the applicant within two (2) weeks after receiving the written appeal.

**36.03** Prior to the posting of any future special project, the LMC will convene and determine whether retired or Retired Reserve Supervisors will be eligible to apply for the posted administrative assignment. Should the LMC determine that the special project is limited to applicants from the active supervisory group and no qualified candidate applies, management may use its discretion in the hiring of a previously retired or Retired Reserve Supervisor.

## ARTICLE 37 – DISPATCH RULES

### **37.01 Relief Supervisors**

Whenever possible, Relief Supervisors shall be dispatched weekly up to forty (40) hours. All Relief Supervisors will be scheduled forty (40) hours before any Retired Reserve, Reserve, or Probationary Reserve Supervisors are dispatched. When assigned to work at a terminal other than the Relief Supervisor's home terminal, the Employer will make every effort to assign the employee to a terminal closest to their home terminal, in accordance with agency policy.

### **37.02 Retired Reserve Supervisors**

Retired Reserve Supervisors are not eligible to bid on seasonal or temporary year around openings. Selected Retired Reserve Supervisors will be listed in order of retirement. Retired Reserve Supervisors, along with Reserve and Probationary Reserve Supervisors, will be dispatched in two (2) day increments. The first Retired Reserve Supervisor will be dispatched two (2) days, then the next Retired Reserve Supervisor will be dispatched for two (2) days, and so forth, until all Retired Reserve Supervisors, Reserve Supervisors, and Probationary Reserve Supervisors reach two (2) days. After all Retired Reserve Supervisors, Reserve Supervisors, and Probationary Reserve Supervisors have received two (2) days of work offered to them, then the remaining hours will be dispersed as equally as possible between all of the Retired Reserve Supervisors, Reserve Supervisors, and Probationary Reserve Supervisors starting at the top of the list working down to the bottom of the list. The dispatch will be on a rotating basis. Week one dispatch will begin with the number one (1) person on the list. Week two dispatch will begin with the second person on the list. This pattern will continue until all Supervisors in the Reserve Pool have been the first person to be dispatched for the week, after then rotating back to the top of the list. There is no obligation to dispatch any Supervisor in the reserve pool to any classification for any amount of time that would require the payment of the overtime rate of pay. Retired Reserve Supervisors must be available for dispatch until they reach one thousand five hundred (1,500) hours in a calendar year. Should any Retired Reserve Supervisor continually be unavailable, they shall be dropped from the reserve pool until such time that the Supervisor Selection Committee allows them to return. The Supervisor Selection Committee may place a readmitted Retired Reserve Supervisor on the dispatch list anywhere they deem appropriate.

Retired Reserve Supervisors shall have the ability to coordinate with management taking time off without negatively affecting their reserve status.

Retired Reserve Supervisors will be reimbursed for mileage for days when their assignment requires travel in excess of seventy-five (75) miles, round trip, from their assigned home port. Mileage will be in accordance with Schedule A.

### **37.03 Reserve and Probationary Reserve Supervisors**

Reserve and Probationary Reserve Supervisors will be listed in order of seniority. Reserve and Probationary Reserve Supervisors will be dispatched along with

Retired Reserve Supervisors, in two (2) day increments. The dispatch will be on a rotating basis. Week one (1) dispatch will begin with the number one (1) person on the list. Week two (2) dispatch will begin with the second person on the list. This pattern will continue until all Supervisors in the Reserve Pool have been the first person to be dispatched for the week, after then rotating back to the top of the list. There is no obligation to dispatch any Supervisor in the reserve pool to any classification or combination of classifications for any amount of time that would require the payment of the overtime rate of pay.

**37.04 Reserve Pool Placement**

Upon initial acceptance into the reserve pool, individuals shall be placed at the bottom of the list.

Upon return from seasonal assignment, individuals shall retain their original order of rotation.

**ARTICLE 38 – GRIEVANCE PROCEDURE**

**38.01** 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 Article provides a formal process for problem resolution.

**38.02 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 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 a description of the group of employees.

C. Computation of Time

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

D. Failure to Meet Timelines

Failure by the Union to comply with the initial thirty (30) day deadline contained in Article 38.03 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 article 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 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 associated with alternative methods will be shared equally by the parties.

### **38.03 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 – Terminal Manager:**  
If the issue is not resolved informally, the Union may present a written grievance to the Terminal Manager or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The Terminal Manager 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 – Director of Operations:**  
If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Director of Operations or designee, with a copy to the WSF Labor Relations Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Director of Operations or designee will meet or confer by telephone with 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 – Pre-Arbitration Review Meetings:**  
If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy

of all previous responses and supporting documentation with the OFM Labor Relations Office (OFM/LRO) representative with a copy to the agency's Human Resource Office within fifteen (15) days of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO representative or designee will discuss with the Union:

1. If a pre-arbitration review meeting is scheduled, the OFM/LRO representative or designee, an agency representative, and the Union's staff representative will attempt to settle the dispute.
2. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO representative or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

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

**Step 4 – Arbitration:**

If the grievance is not resolved at Step 3, or the OFM/LRO representative or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the Union's receipt of the written notification of results of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled. However, by mutual agreement the parties may instead refer the dispute to the Marine Employees Commission for final resolution.

C. Selecting an Arbitrator

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

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; and
  - d. 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 or to direct staff to work overtime.
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.

#### **38.04 Successor Clause**

Grievances filed during the term of the 2011 - 2013 Agreement will be processed to completion in accordance with the provisions of the 2011 - 2013 Agreement.

**38.05 Election of Remedies**

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

**ARTICLE 39 – SAVINGS**

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

**ARTICLE 40 – TERM OF AGREEMENT**

**40.01** This Agreement is the agreement for the period July 1, 2011 through June 30, 2013, except as provided in RCW 47.64.



## APPENDIX A - COSTS AND WAGES

This Appendix contains the wage rates for the following Terminal Supervisor positions:

\*The hourly wage rate for the Retired Reserve Supervisor shall be the same hourly rate as the Supervisor plus an additional five dollars and forty four cents (\$5.44) per hour.

- A. Effective July 1, 2011  
(The below wage rates include a three percent (3%) wage decrease.)

The three percent (3%) wage decrease shall not apply to the cashing out of:

1. Annual Leave
2. Sick Leave
3. Compensatory Time

	Rate:
Supervisor	\$35.13
Relief Supervisor	\$35.13
Reserve Supervisor	\$35.13
Probationary Supervisor	\$35.13
Probationary Reserve Supervisor	\$35.13
Retired Reserve Supervisor	\$40.41

Assignment Pay	
Relief Supervisor	\$41.47

Assignment pay shall not apply to:

1. Annual Leave
2. Sick Leave
3. Compensatory Time

- B. Effective June 30, 2013

	Rate:
Supervisor	\$36.22
Relief Supervisor	\$36.22
Reserve Supervisor	\$36.22
Probationary Supervisor	\$36.22
Probationary Reserve Supervisor	\$36.22
Retired Reserve Supervisor	\$41.66

Assignment Pay	
Relief Supervisor	\$42.56

Assignment pay shall not apply to:

1. Annual Leave
2. Sick Leave
3. Compensatory Time

C. Administrative Assignment  
Supervisor

Rate:

\*Salaried – equal to WMS Band 2

\*Administrative assignments that management deems to require further managerial oversight and expanded scope than what is normally performed, the above wage band may be placed into the WMS Band 3 range.

## **APPENDIX B - ADMINISTRATIVE ASSIGNMENTS RULES OUTLINE**

It is understood Administrative Assignment employees are employees who manage an administrative assignment. By doing so, they not only manage their own time, they may manage the time of subordinates. Therefore, the following recognized conditions are applicable to Supervisors on Administrative Assignment.

Compensatory/Exchange time is accrued as follows:

If an employee is required to work on a listed holiday the employee will earn one comp/exchange day.

If the employee is unable to adjust his/her work schedule during the workweek and is needed to work on a day off, the employee must receive written approval to work. If approved, the employee will earn two (2) comp/exchange days for that day's work. If written approval is not obtained it is assumed the extra work is not approved and exchange time will not be earned.

Holiday pay is not applicable and must be earned as comp/exchange time when required to work on a holiday, otherwise it is expected the employee will be off on the listed holidays.

Pay Increases will be implemented along with all other increases bargained, unless the employee has reached the maximum applicable rate agreed to by both parties at the commencement of the assignment.

All salary negotiations will be finalized at the offering of the Administrative Assignment. At this time it will be made clear to the candidate whether any further adjustments may be made or if the salary is set at the highest level. Should management determine a salary base allowing growth as the position gains experience, adjustment periods will then be on a yearly basis at a rate not to exceed five percent (5%) until the rate reaches the maximum amount as outlined in Appendix A.

Mileage will be paid at the applicable OFM approved rates when traveling in a personal vehicle to areas outside the home base.

Unless otherwise agreed to by the appropriate manager, work schedules will be five 8-hour days. It is the Terminal Supervisor's responsibility to time manage the workweek in order to avoid working over forty (40) hours. It is expected the work shifts will be accommodated during the week when any daily shift exceeds eight (8) hours. Only when overtime is approved in full shift increments will the employee be able to accrue comp/exchange time. Comp/Exchange time will accrue in lieu of pay at the applicable rate outlined in this Agreement.

Sick Leave Buy Back is not applicable.

## APPENDIX C

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

**HEALTH BENEFITS AGREEMENT  
BY AND BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE COALITION OF UNIONS<sup>1</sup>**

**HEALTH CARE BENEFITS AMOUNTS**

- A. The Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2012 and calendar year 2013, respectively. The projected health care premium is the weighted average across all plans, across all tiers. The Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance) in effect for calendar year 2011 will be maintained for the 2011-2013 biennium.
- 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.

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

## SCHEDULE A

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



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

Executed this 28<sup>th</sup> day of June, 2011.

For the Ferry Agents, Supervisors, and Project Administrators Association, FASPAA:

\_\_\_\_\_  
/s/  
Dale Kramer, President  
FASPAA

For the State of Washington:

\_\_\_\_\_  
/s/  
Christine O. Gregoire  
Governor

\_\_\_\_\_  
/s/  
Glenn Frye, Chief Negotiator  
OFM Labor Relations Office

