
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**DISTRICT No. 1 – PCD, MARINE
ENGINEERS’ BENEFICIAL ASSOCIATION
(AFL-CIO) (LICENSED ENGINEER
OFFICERS)**

EFFECTIVE

JULY 1, 2011 THROUGH JUNE 30, 2013



2011-2013

**MARINE ENGINEERS' BENEFICIAL ASSOCIATION (AFL-CIO)
(LICENSED ENGINEER OFFICERS) 2011-2013**

SECTION	TITLE	PAGE
	PREAMBLE	
SECTION 1	RECOGNITION	1
SECTION 2	REPRESENTATION	1
2.1	Engineer Officer Vacancies	4
2.2	Familiarization – Temporary Engineer	6
2.3	Familiarization Permanent Engineers	8
SECTION 3	VISITATION	9
SECTION 4	SCOPE	9
SECTION 5	DISCIPLINE AND DISCHARGE	9
SECTION 6	WAGES AND OVERTIME	10
SECTION 7	HOLIDAYS	12
SECTION 8	PENALTY PAY	13
SECTION 9	HOURS	14
SECTION 10	WATCH RELIEVING TERMINALS	18
SECTION 11	PASSES	19
SECTION 12	MILEAGE AND TRAVEL AND ASSIGNMENT	20
SECTION 13	MINIMUM CALL	23
SECTION 14	ENGINEER OFFICERS DUTIES	23
SECTION 15	DECOMMISSIONED VESSELS	24
SECTION 16	MANNING	24
SECTION 17	MEAL DISCOUNT	24
SECTION 18	VACATIONS	24
SECTION 19	COMPENSATORY TIME	27

SECTION	TITLE	PAGE
SECTION 20	SENIORITY	28
20.1	Leave of Absence	33
SECTION 21	UNIFORMS	37
SECTION 22	WORK STOPPAGES	38
SECTION 23	GRIEVANCE PROCEDURE	38
23.2	Terms and Requirements	39
23.3	Filing and Processing	40
23.4	Union Stewards	42
23.5	Successor Clause	43
SECTION 24	SEVERANCE PAY	43
SECTION 25	MAINTENANCE AND CURE	44
SECTION 26	WELFARE	44
SECTION 27	SICK LEAVE	44
SECTION 28	JURY DUTY	46
SECTION 29	EDUCATION	46
SECTION 30	MANAGEMENT CLAUSE	47
SECTION 31	SAVINGS AND SEPARABILITY	48
SECTION 32	TERMINATION	48
SECTION 33	SAFETY/FIRE FIGHTING	48
SECTION 34	CONTRACT PUBLICATION	50

ADDENDUM

ADDENDUM A	HEALTH CARE BENEFITS AMOUNTS	A-1
SCHEDULE A		A-2
LOU	LETTER OF UNDERSTANDING	A-3

SECTION	TITLE	PAGE
	LICENSED	A-3
SECTION 20.1	LEAVE OF ABSENCE	A-3
	UNLICENSED	A-7
RULE 32	LEAVE OF ABSENCE	A-7
32.05	Leave without Pay for Approved Time Off	A-8
32.06	Leaves of Absence	A-8
32.07	Leave Time Associated With Sick Leave	A-8
32.08	Other Leave Time Defined and Approved in Advance	A-8
32.09	Return from Leave	A-9
32.10	No Accrual	A-9
32.11	Reinstatement for Authorized Leaves Less than Forty Six (4 Days	A-9
32.12	Reinstate for Leaves Beyond Forty-Five (45) Days	A-9
32.13	Timely Return from Layoff	A-10
32.14	Fit for Duty	A-10
32.15	Extended Leave Without pay	A-10
32.17	Return to Work	A-10
32.18	Union Notification	A-11
LOU	LETTER OF UNDERSTANDING	A-13
	AE Exempt Position	A-13

PREAMBLE

This Agreement, made by and between the District No. 1 Pacific Coast District, MARINE ENGINEERS' BENEFICIAL ASSOCIATION-MEBA, (AFL-CIO) (hereinafter referred to as the "Union") and the STATE OF WASHINGTON (hereinafter referred to as the "Employer").

It is agreed by the parties that it is in their mutual best interest to continue established employment relations based on mutual respect and cooperation, provide for fair treatment to all employees, promote efficient service delivered to the customers and citizens of the State of Washington, recognize the value of employees and the work they perform, specify wages, hours and other terms and conditions of employment, and provide methods for prompt resolution of differences.

SECTION 1 – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative of all Licensed Engineer Officer employees, (hereinafter referred to as “Engineer Officers”), employed at the Washington State Department of Transportation Ferries Division (WSF), for the purpose of collective bargaining regarding all matters pertaining to wages, hours, and other conditions of employment, including the adjustment of all disputes or grievances involving the interpretation or the application of the provisions of this Agreement.

SECTION 2 – REPRESENTATION

- (a) The Employer agrees to give preference of employment to Union referrals and to secure all Engineer Officers through the offices of the Union in Seattle. In the event the Union is unable to furnish Engineer Officers, the Employer may employ from other sources, provided that all Engineer Officers shall either become members of the Union or pursuant to State statute, pay a representation fee equivalent to membership dues to the Union or, exercise non-association rights based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member and pays fees as per State statute.
- (b) The Employer shall deduct from the wages of each Engineer Officer who has submitted a written authorization for such deductions, the regular dues and fees uniformly required for the acquisition and maintenance of membership in the Union or other fees required by sub-section (a) of this Section and applicable statutes.
- (c) The Employer shall deduct from the wages of Engineer Officers all voluntary contributions to the Union’s political action fund and remit the same to the fund. Employees wishing that such deductions be made shall submit a written request in a form agreed on by the Employer and the Union.
- (d) The Union shall hold the Employer harmless in any claims by employees that arise from the Employer’s compliance with sub-sections (a), (b), and (c) of this section.
- (e) The Employer and the Union are mutually committed to ending illegal discrimination and harassment in any and all forms. To this end, neither the Employer nor the Union shall discriminate against any employee because of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, Vietnam-era veteran status, military status, status as an honorably discharged veteran, genetic information, political affiliation, any real or perceived sensory, mental, or physical disability, or disabled veteran status except as specifically exempted by a bona fide occupational qualification. This prohibition of discrimination shall apply, but not be limited to promotions, demotions, transfers, layoff, disciplinary actions, terminations, rates of pay and forms of compensation, recruitment, referral for hiring, hiring, job advertising, career development and

selection for training. Any employee who obstructs this equal employment opportunity provision will be subject to disciplinary action.

The Employer will not discriminate against any employee because of participation or lack of participation in Union activities. The Union shall not discriminate against an individual who exercises his/her non-membership rights in the Union as stated in this Agreement per applicable State statute.

When the Employer is presented with circumstances that may require the reasonable accommodations of a disability, which accommodation might result in a deviation from the terms of this Agreement, the Employer and the Union will meet to discuss this requested accommodation and its deviation from the terms of this Agreement. However, by agreeing to discuss these issues, the Union is not waiving any position or argument regarding them, including, but not limited to, the following: that accommodations that do not violate this Agreement are available and appropriate; that the law neither requires nor permits accommodations that violate this Agreement.

- (f) Any contemplated changes of hours, wages and/or working conditions shall be discussed with the Union prior to implementation; provided that this sentence shall not preclude the Union from grieving any such changes under Section 23. A copy of any correspondence concerning wages, hours and/or working conditions of employees in the bargaining unit shall be sent to the Union at the same time such notification is sent to the employee(s).
- (g)
 - (1) Four (4) hours of vacation leave for each bargaining unit member will be redirected and accrued to the Union Business Leave Bank (UBLB) instead of their personal vacation leave accounts on the second paycheck in February each year.
 - (2) WSF and MEBA will review the UBLB balance annually. Based on the annual review, the parties, by mutual agreement, may decide to suspend, increase or reduce accruals to the UBLB for that year.
 - (3) The Employer has full and complete authority to credit such amount as described in Subsection (1) above. No employee shall have any rights against the employer concerning application of UBLB vacation accrual policies.
 - (4) All remaining vacation leave credit for each MEBA-represented employee shall be credited to that employee's leave account in the same fashion as previously credited, subject to all the provisions of this section.
 - (5) All vacation leave deductions and redirected vacation leave accruals to the UBLB are final. Once authorized and deducted or redirected, vacation leave hours cannot be restored to an employee's account.

- (6) Withdrawal requests from the UBLB will be for the following official union business purposes: Collective bargaining agreement negotiations and MEBA executive meetings.
- (7) Requests for withdrawals from the UBLB shall be accepted by the employer only upon Signature of the MEBA Seattle Branch agent or MEBA-WSF Representative on the appropriate UBLB request form.
- (8) Upon receiving the signed forms, the WSF Payroll Office will reimburse the employee's compensatory time balance for the number of hours approved by the MEBA Seattle Branch Agent or MEBA-WSF Representative and the dollar value of the employee's time will be subtracted from the dollar value of the UBLB.
- (9) Employees will be reimbursed only to the extent that there are sufficient funds in the UBLB account.
- (10) WSF Payroll Department will maintain a record of accruals, donations, and withdrawals to and from the UBLB.
- (11) Redirected vacation leave accruals will be converted to dollars at the hourly rate of pay for the employee's established pay classification in effect at the time of accrual.
- (12) Withdrawal hours will be converted to dollars and that amount will be deducted from the UBLB.
- (13) If there are not sufficient funds in the UBLB to reimburse all employees who submitted signed reimbursement authorizations during a payroll period, the order of reimbursement will be determined by the date of the request.
- (14) The Employer will provide the Union with a summary of accruals to and deductions from the UBLB quarterly.

(h) Union Notification

In all cases where MEBA-represented employees are notified of a positive drug or alcohol test result, WSF shall include the current version of the Union Notification Letter with the letter that notifies an employee that he/she has failed and/or tested positive under the WSF drug and alcohol testing program. It shall be MEBA's responsibility to update or change the Union Notification Letter as needed, and provide WSF with a copy of each update. It shall be the obligation of WSF to include the current version of the Union Notification Letter as outlined above. If WSF believes any update to the Union Notification Letter is not appropriate to send employees, it will immediately notify MEBA and will continue to send the old version until the matter is resolved.

Section 2.1 - Engineer Officer Vacancies

- (a) A temporary vacancy in the position of Assistant Engineer Officer shall be filled in the following manner provided that it is understood that any temporary vacancy period or portion thereof may be filled by an unassigned Vacation Relief Engineer or by another Assistant Engineer on overtime:
- (1) For a period of three (3) days or less:
First by a qualified Oiler assigned to the same vessel and scheduled to be on duty, or if this is not possible, by reassignment of a Vacation Relief Engineer, or if this is not possible by dispatching an Engineer from the MEBA hall.
 - (2) For a period of four (4) to seven (7) consecutive days:
Every second vacancy shall be filled by dispatching an Engineer from the MEBA hall with the alternating vacancy filled by a qualified Oiler assigned to the same vessel and scheduled to be on duty, or if this is not possible, by reassignment of a Vacation Relief Engineer, or if this is not possible, by dispatching an Engineer from the MEBA hall.
 - (3) For a period of greater than one (1) week and less than three (3) months:
One of every three (3) vacancies shall be filled by dispatching an Engineer from the MEBA hall. Two of every three (3) vacancies shall be filled by promoting a qualified Oiler assigned to the same vessel and scheduled to be on duty, or if this is not possible by promoting a qualified Oiler, if any, in order of seniority on the Oiler Promotional Roster who accepts the temporary promotion or by either reassignment of a Vacation Relief Engineer or by dispatching an Engineer from the MEBA hall.
 - (4) For a period of greater than three (3) months:
By promoting a qualified Oiler, if any, in order of seniority on the Oiler Promotional Roster who accepts the temporary promotion or by an unassigned Vacation Relief Engineer, or if this is not possible, by reassignment of a Vacation Relief Engineer or by dispatching an Engineer from the MEBA hall.
 - (5) The employer shall on a quarterly basis, furnish the Union with a list in a mutually agreed upon format indicating how all of the Assistant Engineer temporary vacancies have been filled. The list will identify whether the vacancy was filled by utilizing the Employers' full time employees or by dispatching an Assistant Engineer from the MEBA hall.
- (b) A temporary vacancy in the position of Chief Engineer shall be filled in the following manner, provided that it is understood that any temporary vacancy period or portion thereof may be filled by an unassigned Vacation Relief Engineer or by a Chief Engineer on overtime:

- (1) For a period of three (3) days or less:
First by a qualified Assistant Engineer assigned to the same vessel and scheduled to be on duty, or if this is not possible, by reassignment of a Vacation Relief Engineer.
 - (2) For a period of four (4) days to seven (7) consecutive days:
First by an unassigned Vacation Relief Chief Engineer, or if this is not possible by a qualified Assistant Engineer assigned to the same vessel and scheduled to be on duty.
 - (3) For a period of greater than seven (7) days but less than ninety (90) days:
First by a qualified Assistant Engineer assigned to the same vessel and scheduled to be on duty or by an unassigned Vacation Relief Chief Engineer, then by a qualified Assistant Engineer, if any, in order of seniority on the Licensed Assistant Engineers Promotional Roster who accepts the temporary promotion. If none of the above is possible then by reassignment of a Vacation Relief Engineer.
 - (4) For a period of more than three (3) months:
By a qualified Assistant Engineer in order of seniority on the Licensed Assistant Engineers Promotional Roster who accepts the temporary promotion or by an unassigned Vacation Relief Chief Engineer.
- (c) For the purpose of this Section, “qualified” means possessing the required license and having been signed off by the Staff Chief Engineer or by his/her designee as having successfully completed a break-in period and having completed all break-in requirements. This will also be required of any Assistant Engineer from the Union Hall. The Employer will provide break-in requirements and training opportunity for Assistant Engineers from the MEBA hall in conjunction with the MEBA school.
- (d)
- (1) Two (2) of every three (3) permanent Assistant Engineer vacancies shall be filled off the WSF Oiler promotion list, with the third vacancy being filled through the MEBA Hiring Hall;
 - (2) When a licensed job called at the MEBA Hiring Hall is not taken by a Group I member it will then be referred back to the senior oiler on the WSF Oiler with License promotion list. If this individual is a Group I member in good standing, the member will be given a dispatch by the Union for the licensed position. If for any reason this individual refuses the position or is not in good standing then the job will go back on the board and be made available to Group II’s.
 - (3) An Oiler registering a Shipping card must wait twenty-four (24) hours before using that card to bid on a WSF licensed position. The individual

may however immediately bid on any non-WSF position on the board provided they are not being paid by WSF for that day.

- (4) Upon thirty (30) days written notice to WSF, the Union may require that the parties return to filling every-other permanent Assistant Engineer vacancy through the MEBA hiring hall.
 - (5) All other permanent vacancies shall be filled in accordance with Section 2.1(a) herein above.
- (e) Job Sharing
Upon execution of this contract WSF and MEBA will enter into discussions regarding the feasibility of a job sharing program. In those discussions, neither party is contractually obligated to agree, and neither party is committing here to the implementation of a job sharing program. This sub-section 2.1 (e) is not subject to the grievance and arbitration procedures of this contract.

Section 2.2 - Familiarization - Temporary Engineer

- (1) Temporary Assistant Engineer vacancies shall be filled in accordance with Section 2.1 of the Licensed Collective Bargaining Agreement (CBA). Engineers dispatched through the MEBA Hiring Hall for temporary Assistant Engineer vacancies must meet the familiarization requirements set forth herein before they are dispatched or placed into the vacancy.
- (2) To be familiarized and “qualified” within the meaning of Section 2.1 of the Licensed Agreement, an engineer dispatched through the MEBA Hiring Hall for an Assistant Engineer temporary vacancy must complete a twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program for the class of vessel to which the engineer seeks a dispatch (unless WSF has previously approved that engineer to fill temporary vacancies aboard that vessel class) and said engineer has worked a minimum of four (4) days on that class of vessel. WSF will not pay such an engineer for attending this familiarization program, until he/she has met the requirements of the following:
 - (a) After an engineer dispatched through the MEBA Hiring Hall has completed four (4) days of service aboard the class vessel for which he/she has attended the twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program, the ferries will pay that engineer an additional twenty-four (24) hours straight time pay at the Assistant Engineer rate.
- (3) The payment system set forth applies on a class-by-class basis. For example, if an engineer completes the twenty-four (24) hour Familiarization Program for both Jumbo Mark II and Issaquah class vessels, he/she will receive twenty-four (24) hours additional pay after completing four (4) days on Jumbo Mark II class vessels, and a second twenty-four (24) hours additional pay for completing four (4) days on Issaquah class vessels.

- (4) WSF will maintain and make available to MEBA engineers a twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program. The precise content of this twenty-four (24) hour Phase 1 and Phase 2 Familiarization Program is subject to management discretion. WSF and MEBA have jointly elicited the United States Coast Guard (USCG) approval of this Familiarization Program.
- (5) All engineers dispatched through the MEBA Hiring Hall for temporary Assistant Engineer vacancies must maintain their facial hair in compliance with WSF Respiratory Protection Policy in place at time of dispatch.
- (6) These temporary Assistant Engineers shall complete computer based training modules as required by current company policy unless assigned other duties by the Chief Engineer.
- (7) If the Staff Chief Engineer or his/her designee declines to “sign off” on a MEBA engineer who has completed the twenty-four (24) hour Familiarization Program set forth, that engineer will be given the opportunity to attend an additional twelve (12) hours of familiarization. If the engineer accepts this opportunity, WSF will provide such additional familiarization. Engineers who are “signed off” only after attending this additional twelve (12) hours of familiarization will be provided additional pay in compliance with the payment system set forth above, except that they will receive thirty-six (36) hours additional pay, rather than twenty-four (24) hours. If the Staff Chief Engineer or his/her designee still declines to “sign off” on a MEBA engineer after the completion of thirty-six (36) hours of familiarization, this refusal may be grieved per this CBA.
- (8) WSF shall make familiarization opportunities reasonably available to interested MEBA engineers. WSF and MEBA agree to work together in good faith to construct a procedure and/or a pre-determined schedule of familiarization opportunities in order to provide reasonable access.
- (9) The break-in/familiarization process for all MEBA Licensed Bargaining unit members is to be used as an educational and/or learning process when engineers begin working on a new class of vessel. The break-in/familiarization program is specific to each vessel class and is designed to meet or exceed all requirements under 46 CFR 15/405 (Subchapter B) and 46 CFR 199.180 (b)(1) [Subchapter W] concerning familiarity with vessel characteristics, training, and drills (“break-in”).
- (10) The Ferries will provide to the Union a copy of each and every Staff Chief (or designee) “sign-off” for engineers who have completed the twenty-four (24) hour Familiarization Program (or thirty-six (36) hour program, if that becomes necessary in an individual case.) The Ferries will also immediately inform the Union in writing if the Staff Chief (or designee) has declined to “sign-off”, despite the completion of the required familiarization program.
- (11) The Ferries and the Union agree to work together in good faith to devise a reliable procedure for the payments required in Subsection 2(a) above.

- (12) If the Union is unable to dispatch an engineer who has met the requirements, WSF may fill the temporary vacancy in compliance with the applicable subsections of Section 2.1 of the Licensed Agreement.
- (13) The Ferries and the Union jointly agree to develop an expanded computer based training program through the MEBA School. The purpose of this program is to:
 - (a) Increase training opportunities for WSF/MEBA personnel;
 - (b) Improve the effectiveness of all training; and
 - (c) Provide greater access to WSF temporary Assistant Engineer vacancies for MEBA engineers referred through the Union.

Section 2.3 - Familiarization Permanent Engineers

- (1) Before standing watch on a new class of vessel, all bargaining unit members must complete the break-in/familiarization process, including the required check-offs, in the familiarization workbook. The expected times to successfully complete break-in/familiarization are as set forth in WSF Policy.
- (2) In some cases it is appropriate to extend the time an individual needs for break-in/familiarization.
- (3) Willful noncompliance with break-in/familiarization procedures may constitute a violation of the WSF Code of Conduct, and of 46 CFR 5.27, "Misconduct".
- (4) In the event that WSF believes that an engine department employee is not meeting the expectations set forth in WSF Policy with respect to vessel break-in/familiarization, management will notify the employee and MEBA of the problem. Before taking further action, and before extending the time for break-in/familiarization, management will meet with the employee and a MEBA representative to develop a plan for the employee to successfully complete the break-in/familiarization process within a reasonable time.
- (5) After the meeting, the employee is expected to make a good-faith effort to complete break-in/familiarization in accordance with the plan. Failure to complete the break-in/familiarization, despite the employee's good-faith effort, shall not be grounds for discipline, but may result in cessation of the break-in/familiarization process and ineligibility to stand watches on the new class of vessel.
- (6) Employees failing to complete break-in/familiarization retain all rights under the appropriate WSF-MEBA collective bargaining agreement, but WSF reserves the right to deny a bid by the employee to the same class of vessel on which the employee failed to break-in/familiarize, for a period of two (2) years.

SECTION 3 - VISITATION

Authorized representatives of the Union shall have the right to go on board vessels covered by this Agreement, at reasonable times, provided such visitations will in no way interfere with the loading or discharging of cargoes or passengers. The Employer will issue the duly acknowledged representative a pass for such visitation and the Union shall take out insurance which will protect the Employer against any claim, damage or liability for loss of life or injury occurring to such representatives while on the property of the Employer or while on board a vessel. The Union shall furnish satisfactory evidence of such insurance, which shall be approved by the Deputy Commissioner under the Longshoremen's and Harbor Workers Compensation Act.

SECTION 4 - SCOPE

- (a) The terms and provisions of this Agreement shall govern the Employer, the Union and all Engineer Officers in its employ and shall apply to all vessels of the Department of Transportation's Washington State Ferries engaged in the transportation of passengers, automobiles and/or freight on Puget Sound and adjacent inland waters, the Straits of Juan de Fuca, the San Juan Islands and the waters of Canada.
- (b) In the event additional vessels are planned, chartered or otherwise acquired by the WSF, or present vessels are re-engined, the Employer and the Union agree to meet promptly for the purpose of arriving at and setting forth a manning scale and working schedule mutually agreeable to the parties for each such vessel.
- (c)
 - (1) The Employer may time-charter vessels outside of the terms of the Agreement for a period of up to thirty (30) days after providing written notice to the Union at least thirty (30) days prior to the commencement of the charter; except that in emergencies notice shall be given the Union as soon as practicable.
 - (2) Notice to the Union must define the nature of and reason for the operation. Claims of breach of this Section or use of this provision to circumvent the other terms of this Agreement shall be resolved in accordance with the procedures set forth in Section 23 of this Agreement.

SECTION 5 – DISCIPLINE AND DISCHARGE

The Employer shall not discharge or otherwise discipline any Engineer Officer without just cause.

SECTION 6 – WAGES AND OVERTIME

The wage tables below reflect the wage rates for the term of this Agreement.

Wages and Overtime Table

Effective July 1, 2011 through June 30, 2013, all of the below wage rates include (a) overtime (OT) at one and one-half (1 ½) times the straight time (ST) rate; and (b) 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

Classification	ST/Hour	OT/Hour
Staff Chief Engineer	\$44.00	\$66.00
Alternate Staff Chief Engineer	\$40.90	\$61.34
Chief Engineer	\$40.10	\$60.15
Assistant Engineer	\$33.79	\$50.68

Assignment Pay:

	ST/Hour	OT/Hour
Relief Chief Engineer	\$47.33	\$71.00
Relief Assistant Engineer	\$39.89	\$59.84

Assignment Pay shall not apply to:

- (1) Annual Leave
- (2) Sick Leave
- (3) Compensatory Time

Effective June 30, 2013:

Classification	ST/Hour	OT/Hour
Staff Chief Engineer	\$45.36	\$68.04
Alternate Staff Chief Engineer	\$42.16	\$63.24
Chief Engineer	\$41.34	\$62.01
Assistant Engineer	\$34.83	\$52.25

Assignment Pay:

	ST/Hour	OT/Hour
Relief Chief Engineer	\$48.57	\$72.86
Relief Assistant Engineer	\$40.93	\$61.40

Assignment Pay shall not apply to:

- (1) Annual Leave
 - (2) Sick Leave
 - (3) Compensatory Time
-
- (a) Overtime compensation shall be at the rate of one and one-half (1 ½) times the base rate in each classification. All overtime requests must be approved and authorized by the Port Engineer, except that in emergency cases overtime pay may be approved by the Staff Chief Engineer or Chief Engineer on watch. The Staff Chief or Chief Engineer shall forward an accurate record of all authorized Engine Department overtime to the Port Engineer's Office in a timely manner.
 - (b) Minimum payment for any overtime work performed shall be in of one (1) hour, except as follows: The employee will be paid in increments of six (6), twelve (12), eighteen (18), twenty-four (24), thirty-six (36), and forty-eight (48) minutes at the overtime rate when work is extended (A) forty-eight (48) minutes or less beyond the regular assigned twelve (12) hour work day, or (B) eighteen (18) minutes or less beyond twelve and one-half (12 ½) hours within a scheduled shift. Such extended work shifts shall not be scheduled on a daily or regular basis. Work performed during the third eight (8) hour shift shall be paid at two and one-half (2 ½) times the employee's regular rate of pay, unless a six (6) hour break has been granted. Exceptions to this subsection are specified in Section 9.
 - (c) Time on duty due to emergency service or delay on account of collision, breakdown, terminal damage, stranding, rendering aid to another vessel, rendering aid to a person, or persons in distress, or life-saving shall not result in overtime pay. Any such extra time shall be paid for at the straight time rate of pay. This provision shall relate only to the crew on watch at the time of the emergency. Breakdown shall be defined as mechanical or systems failure resulting in the inability to move the vessel to a safe terminal landing.
 - (d) Management will endeavor to see that all Engineer Officers receive scheduled days off but Engineer Officers returning to work on a regularly scheduled day off shall receive a minimum of eight (8) hours pay at the overtime rate. Employees who are called in to work on a scheduled day off and have a minimum of eighty (80) non-overtime compensated hours in the work period, will be compensated at the overtime rate. 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.
 - (e) In emergencies, when it has been ascertained that no qualified Chief Engineer Officer is available from the offices of the Union, the Employer may make transfers within the fleet on a temporary basis under provisions contained in Section 9. No Chief Engineer Officer so transferred shall suffer any loss of pay or other benefits. A "qualified Chief Engineer Officer" is a chief Engineer Officer

who, by reason of license and satisfactory shipboard break-in, is approved to stand watch. This provision will not apply to seasonal cutbacks.

- (f) Overtime will be paid to each Engineer Officer at the appropriate rate applicable to the Engineer Officers classification whenever such Engineer Officer is required to work an extended workday as a result of a time changeover from Pacific Daylight Savings Time to Pacific Standard Time.
- (g) The Employer's implementation of the provisions of WAC 82-50-021 regarding employee pay dates, as now or hereinafter amended, shall not result in any increase or decrease in wages and/or benefits due to such implementation.
- (h) Licensed Engineer Officers shall be provided a Washington State Ferries Time Sheet to display hours worked in each job classification and rate of pay. Documentation of such information will likewise be issued with pay warrants. The Employer shall promptly notify the Licensed Engineer Officer of any time that is disputed and the reasons for the disputed time.
- (i) When temporary engineers are dispatched from the MEBA hall to fill positions lasting one (1) full week consisting of seven (7) twelve (12) hour shifts, WSF will pay the four (4) hours worked in excess of eighty (80) hours at the overtime rate.

All other overtime provisions of the collective bargaining agreement shall remain in full force and effect with respect to any other overtime claims by any licensed engineer, including those dispatched from the hall on a temporary basis.

SECTION 7 – HOLIDAYS

- (a) Holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Past MEBA President Jesse Calhoon's Birthday (April 4th), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any additional holiday(s) recognized by the State.
- (b) All temporary Engineer Officers who work on a holiday and also work the day before and/or after that holiday shall be paid an additional eight (8) hours pay.
- (c) Holiday Pay
 - (1) In addition to wages for time worked, Engineer Officers working on one of the above-listed holidays shall receive additional holiday compensation in the form of compensatory time or pay for the number of hours they worked, at their option.
 - (2) Engineer Officers shall receive eight (8) hours compensatory time or pay, at their option, for holidays falling during the Engineer Officers' off week.
- (d) All temporary Engineer Officers who work on a holiday and also work the day before and/or after that holiday shall be paid an additional eight (8) hours pay.

Payment of “Holiday Worked” time to temporary engineers dispatched from the MEBA Hall shall continue on the basis of eight (8) hours straight time pay for each holiday worked, in accordance with the existing collective bargaining agreement and prior practice of the parties.

Engineers will not be paid partial “Holiday Worked” pay for hours falling on a calendar holiday, when WSF practice deems the shift worked not to fall on that holiday. WSF’s practice for night shifts starting before, and ending after, midnight, has been and will continue to be to regard the shift as having been worked on the day the shift ends and not on the day the shift begins.

SECTION 8 – PENALTY PAY

- (a) 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.
- (b) Engineer Officers standing a regular watch and performing the following heavy repair work shall receive a minimum of four (4) hours pay at the penalty rate while performing such work:
 - (1) Pulling pistons
 - (2) Pulling liners
 - (3) Rolling out main bearings
 - (4) Pulling heads

The above provisions (1 through 4) shall not apply to vessels in lay-up status.

- (c) Engineer Officers performing the following work shall receive a minimum of one (1) hour pay at the penalty time rate while performing such work:
 - (1) Work performed below the deck plates.
 - (2) When ordered into water or fuel tanks, air bottles or inside boilers or voids. Tanks and voids shall receive a gas free certificate, if required, prior to the commencement of the work. Protective clothing, safety devices, etc. necessary to the work at hand shall be furnished by the Employer.
 - (3) Work performed on the drainage side of sanitary systems when coming into physical contact with sewage.
 - (4) Working in the exhaust uptakes of Super Class vessels.
 - (5) Working with hazardous or dangerous labeled compounds. Engineer Officers shall not be discriminated against for refusing to work with said hazardous or dangerous labeled compounds. For purposes of this Section,

hazardous or dangerous labeled containers shall mean ones having an HMIS Health Hazard Rating of three (3) or four (4).

- (6) Manually transferring drums or containers labeled hazardous or dangerous on or off the vessel(s) or the passenger-only barge located at Pier 46, and at any location for those vessels having no Oilers or wipers permanently assigned (one-half [1/2] hour minimum). For purposes of this Section, hazardous or dangerous labeled containers shall mean ones having an HMIS Health Hazard Rating of three (3) or four (4).

SECTION 9 – HOURS

- (a) The eighty (80) hours per two (2) week period is hereby established. For all practical purposes eight (8) or twelve (12) hours shall constitute one (1) day's pay. No one who is a permanently employed Engineer Officer shall receive less than eighty (80) hours pay per two (2) week period. The Employer agrees that the eight (8) or twelve (12) hour day will be adhered to depending upon the vessel's schedule and that normal watch schedules will be arranged so that Engineer Officers do not work in excess of eighty (80) hours per two-week period.
- (b) The Employer agrees that vessels running sixteen (16) or more hours per day will be manned by Engineer Officers working a scheduled seven (7) days on duty followed by seven (7) days off duty and that such schedule shall conform to USGC Regulations. Further, it is understood that these schedules are not to increase the Employer's cost.
- (c) Overtime shall be payable, pay period by pay period, for time worked beyond the scheduled shift and overtime shall be payable, pay period by pay period, for time continuously worked beyond twelve and one-half (12½) hours. If the employee works continuously beyond sixteen (16) hours, the employee shall be compensated for that additional time at two and one-half (2½) times the employee's straight time rate of pay unless a six (6) hour break has been granted.
- (d) For employees working a schedule of seven (7) days on duty followed by seven (7) days off duty, every effort shall be made to set relief times between 0500 and 0900.
- (e) When vessels are moved into a maintenance or lay-up facility, normal cycling shall continue. All straight time hours and minutes actually worked shall be cycled as part of the current cycling period.
- (f) Permanently Assigned Vessels
Vessels permanently assigned to a designated route.
 - (1) On the day a Permanently Assigned Vessel moves from one route to another and thereafter until the vessel returns to its regular assigned route, overtime shall be payable for all time continuously worked beyond twelve

(12) hours, for the on-watch crew, regardless of the scheduled length of shift.

- (2) Subsection 9(f)(1) shall not apply to vessels in maintenance or lay-up status, except that on the day such vessels move into or out of maintenance or lay-up status, overtime shall be paid for all time continuously worked beyond twelve (12) hours, regardless of the scheduled length of shift.

(g) Relief Vessels

Vessels not permanently assigned to a designated route.

- (1) Six (6) vessels shall be designated by the Employer as relief vessels. Initially, their home ports shall be their current home port. Hereafter, home ports may be changed as provided in the CBA. Such designation shall remain in effect for at least a two (2) year period. Changes in Relief Vessel designations shall be announced at least thirty (30) days in advance. If a Relief Vessel becomes unavailable to perform its relief function because of refurbishment, marine casualty, sale or decommissioning, the Employer may, upon thirty (30) days notice, designate a substitute Relief Vessel. As the fleet increases in number of vessels, the Employer may designate additional Relief Vessels as required for valid business reasons.
- (2) Engineer Officers on vessels newly designated as Relief Vessels may bid for reassignment to another vessel at the same relieving terminal pursuant to Section 20(j). Employees on Relief Vessels newly re-designated as a Permanently Assigned Vessel may bid for reassignment to the newly designated Relief Vessel pursuant to Section 20(j).
- (3) Shift schedules for Relief Vessels shall be prepared in accordance with Section 9(k), with the understanding that such schedules may be changed without notice. Such schedule changes shall not result in overtime for hours in excess of a previously scheduled shift.
- (4) On the day a Relief Vessel moves from one route to another, overtime shall be payable to the on-watch crew for all time continuously worked beyond twelve (12) hours, regardless of the scheduled length of shift.
- (5) The Chief Engineer on watch at the time of the Vessel move shall insure that the relief times for the new route assignment are known to management and the oncoming watch crew members.
- (6) Schedules of Engineer Officers on Relief Vessels shall be arranged as per Section 9(k) of this Agreement. The last sentence of Section 9(k)(2) shall not apply to Relief Vessels.

- (h) Vessels running less than sixteen (16) hours per day will be manned by Engineer Officers working under either the above twelve (12) hour schedule or the eight (8)

hour schedule. When working eight (8) hour schedules, the work week shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. If any vessel is changed from its present length of shift, the Union shall be given as much advance notice as is practicable, but in no case less than two (2) weeks, except in an emergency. In emergency situations, the Employer shall give such notice as the circumstances allow. Engineer Officers affected by any such change shall have first preference to open positions in the schedule of their choice.

- (i) The following exceptions to the regular work week are permissible:
- (1) The "four (4) days per week, ten (10) hours per day" schedule may be put into effect by mutual agreement on non-scheduled or seasonal vessels only.
 - (2) Employee work schedules on any vessel may be arranged so as to result in an average of forty (40) hours per week during the scheduled cycle provided, however, such schedules shall not result in abnormal expectancy of overtime for employees. Overtime shall not be payable for normal time under such schedules but shall be paid whenever the employee performs work in excess of the scheduled shift.
 - (3) Engineer Officers working under the "seven (7) days on, seven (7) days off" eighty-four (84) hour workweek schedule will be paid for eighty (80) hours and will have the extra four (4) hours of work paid at the overtime rate of pay. Time worked beyond the extra four (4) hours will be paid at the overtime rate of pay in six (6), twelve (12), eighteen (18), twenty-four (24), thirty-six (36), and forty-eight (48) minute increments. Overtime worked in excess of one (1) hour will be paid at one and one-half (1 ½) times the employee's straight time rate of pay in one (1) hour increments.
 - (4) A Vacation Relief Engineer Officer shall work according to the following schedule: his/her work scheduling cycle shall run from the last two (2) week period of the previous quarter to the end of the last two (2) week period in the current quarter and so forth.

For each two (2) week period the Vacation Relief Engineer Officer shall submit his/her Pay Order showing actual time worked as a Vacation Relief Engineer Officer on regularly scheduled watches as well as any hours worked as penalty or overtime beyond the regularly scheduled watches he/she was relieving. He/she shall be paid eighty (80) hours straight time for each two (2) week period plus penalty time and overtime for work performed outside of the regularly scheduled watches.

At the end of each quarterly scheduling cycle, only upon the request of the Vacation Relief Engineer Officer, the Pay Orders submitted by such Vacation Relief Engineer Officer for the period shall be reviewed by the Port Engineer to determine if such Vacation Relief Engineer Officer has

worked in excess of an average eighty (80) hours per two (2) week period excluding overtime for relieving regularly scheduled watches. If such was the case, then eighty (80) hours times the number of two (2) week periods in the scheduling cycle shall be subtracted from such Vacation Relief Engineer Officer's hours worked and not paid for in that period and the difference, if any, shall be paid to him/her as overtime with his/her next paycheck.

Recognition shall be made of pay increases becoming effective during scheduling cycles.

- (j) When engine room watches are maintained in a lay berth or a repair yard, the Engineer Officers assigned to stand those watches will be allowed mileage and travel time if they actually traveled to their regular watch relieving terminals as set forth in Schedule A.

- (k) Work Schedules

- (1) The Employer shall continue the practice of having the Staff Chief Engineers make schedules for the Engine Department employees subject to approval of the Port Engineer.
- (2) In scheduling of Engineer Officers under this Section, employee work schedules for any vessel may be arranged so as to result in an average of eighty-four (84) hours per two (2) week period during a scheduling cycle of not more than four (4) two (2) week periods (eight [8] calendar weeks); provided, however, such schedules shall not result in a normal expectancy of overtime for employees. If a schedule violates this principle, overtime shall be paid for the excess hours. Overtime shall not be payable for normal work time under such schedules, but shall be paid whenever employees perform work in excess of the scheduled hours in accordance with Section 9. Paid leave time shall be computed as time worked. If a vessel schedule changes, all overtime incurred shall be paid.
- (3) Engineer Officers shall be paid for eighty (80) hours per two (2) week period, but shall report the actual number of hours and minutes worked. Payment shall be subject to adjustment for overtime worked outside of the work schedule and for schedule changes.
- (4) Engine room employees shall submit a cycle time pay order at the end of each eight (8) week engine room cycling period. Cycle time pay orders shall be submitted whether or not there is any cycle time payable.

- (l) Working All Days or All Night Shifts

Engine Room crew members who share the same work week on opposite watches and wish to work only day watches or night watches shall be allowed to provided the following conditions are met:

- (1) MEBA Representative must agree to these proposed working conditions.

- (2) All affected crew members must agree to these proposed working conditions. If at any time, now or in the future, one (1) or more affected crew member does not agree, then all affected crewmembers will revert to working the normal rotation from days to nights on their alternating work weeks.
- (3) The Staff Chief Engineer must approve the proposed working conditions and may require all crewmembers to revert to working the normal watches at any time.
- (4) These arrangements shall not increase WSF's costs. Any submission for overtime as a direct result of this arrangement will be denied and the arrangement will cease.
- (5) If the official work schedule has a difference between scheduled shift hours, it is the responsibility of all affected crewmembers to modify their schedule to equalize actual time worked.
- (6) This arrangement shall not affect work hours or scheduled relieving times for any relief personnel.

SECTION 10 – WATCH RELIEVING TERMINALS

Engineer Officer's duties shall begin and terminate at the same terminal and such terminals shall be designated by the Employer. The Employer will undertake where consistent with operating demands, employee's ability, and seniority, to keep Engineer Officers permanently employed on vessels operating on runs closest to the area in which they reside.

Currently the following will be the Engine Department watch relieving terminals. These are subject to change by the Employer:

South Point – Lofall Route	Lofall
Fauntleroy – Vashon – Southworth Route	Fauntleroy or Southworth
Seattle – Bremerton Route	Pier 52
Seattle – Winslow Route	Pier 52
Edmonds – Kingston Route	Edmonds
Mukilteo – Clinton Route	Mukilteo
Anacortes – San Juan Islands – Sidney B.C. Route	Anacortes
Port Townsend – Keystone Route	Port Townsend
Tahlequah – Point Defiance Route	Pt. Defiance

In the event of a change in watch relieving terminals, the Union shall be given as much advance notice as is practical and in any event not less than two (2) weeks.

If less than two (2) weeks' notice is provided, then the Engineer shall be reimbursed for his actual travel expenses (as provided under Section 12[c]) incurred during the two (2) week period following notice.

SECTION 11 - PASSES

- (a) 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.
- (b) 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.
- (c) Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee, the employee's spouse, or dependents, except as otherwise provided in this Section.
- (d) Every employee who is retired under the provisions of the State Employees Retirement System or who is disabled shall be issued annual passes authorizing free passage for such employee, spouse, and dependent members of their family, together with their motor vehicle, on all vessels of the Employer.
- (e) Passes of any kind shall not be used for the purpose of commuting to or from employment other than employment with the Washington State Ferries (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.
- (f) The use of motor vehicle spouse pass privileges during peak periods will be cause for cancellation of all pass privileges. No motor vehicle pass shall be used between June 15 and September 10 on the Sidney route, except in accordance with agency policy.
- (g) Vehicle ferry passes are intended to be used for vehicles that the employee and/or spouse have registered, leased or rented. The vehicle registration or lease/rental agreement shall be required to be shown when using passes, if requested.

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

- (h) Any employee, employee's spouse or the employee's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to a three (3) month suspension of all pass privileges for a first offense, a one (1) year suspension of

all pass privileges for a second offense and permanent revocation of all pass privileges for a third offense. The Employer shall publish and provide to the employees and the Union a copy of the rules, regulations and policies concerning pass usage.

SECTION 12 – MILEAGE, TRAVEL TIME/ASSIGNMENT PAY

- (a) When travel pay is authorized under any rule of this Agreement, it shall be paid at the straight-time rate of pay for the appropriate travel time indicated in Schedule A, attached hereto. If the employee furnishes transportation under such circumstances, he/she shall be reimbursed for the appropriate number of miles only for travel actually performed as indicated in Schedule A, attached hereto. The mileage rate for such time shall be that allowed by the State Office of Program Planning and Fiscal Management for use of private automobiles.
- (b) Vacation Relief Engineer Officers assigned to more than one (1) vessel shall be assigned a home terminal and shall be paid assignment pay in accordance with Section 6 for hours actually worked regardless of location. Relief employees dispatched to the Inter-Island vessel route will be paid one (1) weekly round trip when working from Anacortes to Friday Harbor regardless of the actual number of days dispatched during the work week. No other form of travel pay/time is payable to Vacation Relief Officers. Mileage shall be paid only for travel actually performed to a location other than the employee's home terminal according to the Schedule A. A Vacation Relief Engineer Officer's home terminal shall be that regular terminal nearest the Licensed Engineer Officer's residence.

Assignment pay will be compensated for Relief Engineer Officers who are required to maintain expertise and knowledge on multiple classes of vessels and are assigned throughout the system as needed. This includes but is not limited to:

- (1) Familiarization on multiple classes of vessels
- (2) Performing documented break-in on multiple classes of vessels
- (3) Proficiency in maintaining, repairing and operating the variety of machinery on multiple classes of vessels
- (4) Knowledge of AC, DC, and diesel mechanical systems on multiple classes of vessels
- (5) Knowledge of emergency equipment and safety systems on multiple classes of vessels
- (6) Knowledge of USCG stability requirements on multiple classes of vessels
- (7) Responsibility for vessel bunkering on multiple classes of vessels

- (c) In the event vessels and/or employees are assigned to other than regular routes on a temporary basis and the regularly assigned Engineer Officers are retained with the vessel or individually assigned to another vessel, they shall be paid mileage and travel time pay only for travel actually performed both ways from their regular relieving terminal to the temporary relieving terminal according to the schedule shown on Schedule A attached hereto.
- (d) Regular employees permanently assigned to the San Juan Islands - Anacortes - Sidney B.C. routes or the Port Townsend - Keystone route will be paid the mileage and travel time indicated in Schedule A for one (1) round trip per week when working, from the terminal nearest the employee's residence. In addition, regular employees permanently assigned to the Inter-Island vessel route will be paid one (1) weekly round trip when working from Anacortes to Friday Harbor. This allowance will be three and one-half (3½) hours roundtrip per week. Payment will be for travel actually performed; employees staying in State provided facilities in Friday Harbor will be entitled to daily maximum per diem in accordance with State per diem regulations, and provided with adequate shore side accommodations.
- (e) Payment will be made for travel and mileage actually performed from the terminal closest to the employee's residence to the temporary relieving terminal or from the normal relieving terminal to the temporary relieving terminal, whichever is less.
- (f) Temporary Assistant Engineers dispatched from the Union Hall to vessels in Anacortes will receive travel time and mileage daily in accordance with provisions provided for herein and above except that on the first day of their dispatch their travel time and mileage will be calculated from Pier 52.
- (g) Engineer Officers not returning to their relieving terminal by reason of an approved watch schedule shall be entitled to expenses for room and board to the limit of the State per diem allowance. Room receipts must be furnished. State furnished quarters must be used if available.

All MEBA Licensed Engineers will be paid one (1) per diem, mid-shift meal allowance (defined as lunch) while their assigned vessel is in a commercial shipyard should any of the following conditions in the engine room galley not be met:

- (1) Hot and cold running water is available.
- (2) All engine room galley equipment that is normally available to prepare meals is operational and serviceable.
- (3) Adequate heating, ventilation and lighting are available.
- (4) The vessels sewage system is operational.

- (h)
- (1) Engineer Officers on assignments at Eagle Harbor or other shipyards shall be entitled to travel pay and mileage in accordance with Subsection (e) herein above. The employer reserves the right to set watch schedules that may require travel to occur within the scheduled shift in accordance with Section 9(k)(1).
 - (2) However, at the option of the Employer, reasonable living quarters may be furnished in lieu of daily travel pay and mileage. The Engineer Officer will be entitled to the daily maximum per diem in accordance with State per diem regulations and travel pay and mileage for one (1) round trip per week to and from the shipyard in accordance with Subsection (e) herein above. If the employee elects not to stay in State furnished quarters, as provided herein, then he/she will only be entitled to travel pay and mileage for one (1) round trip per week without payment of per diem.
- (i) Parking
- (1) The Parties recognize that reasonable access to parking at or near WSF owned or leased facilities is a major concern of the Union and bargaining unit employees and understand that such access is governed by applicable Federal, State, and municipal laws, codes, and regulations and by applicable WSF policies.
 - (2) Subject to security and operational requirements and applicable WSF policy, the Employer agrees to develop plans and implement a procedure for the use of the WSF Seattle Warehouse facility as a parking location to accommodate HOV carpools for engine room employees working in and out of Pier 52. In conjunction with these procedures, WSF agrees to designate a reasonable number of HOV parking spaces at Pier 52 for those employees utilizing the WSF Seattle Warehouse facility as a carpool staging area. In the event the procedure permits the use of a State vehicle for the purpose of commuting between the Warehouse facility and Pier 52, such use will be subject to the rules and regulations of the Fleet Ridesharing Policy developed for the WSDOT Transportation Demand Management Program.
 - (3) Within sixty (60) days of the effective date of this agreement, the Employer agrees to initiate discussions with the City of Seattle regarding the availability and accessibility of parking in the areas immediately adjacent to Pier 52 and to the Fauntleroy ferry terminal. The Employer also agrees, in conjunction with any future major terminal construction or renovation project, to ensure that the impact on the accessibility and availability of employee parking at or near the facility is an issue for discussion with local communities and authorities.

SECTION 13 – MINIMUM CALL

All Engineer Officers when called to work shall receive a minimum of eight (8) hours pay. Work time shall begin as provided otherwise in this Agreement.

SECTION 14 – ENGINEER OFFICERS DUTIES

- (a) Engineer Officers in charge of a watch shall not be required to perform duties away from the confines of the engine or fire room casings while the vessels are underway.
- (b) Engineer Officers shall not be required to perform duties other than those necessary for the proper operation and maintenance of vessels auxiliary and main propulsion units.
- (c) All pumps, winches, steering units, piping lines, sanitary and heating systems, refrigeration units, and other mechanical or electrical equipment normally falling under the cognizance of the Chief Engineer Officer shall be classed as vessel auxiliaries.
- (d) Except in emergencies, Engineer Officers shall not be required to perform duties normally performed by unlicensed personnel.
- (e) The Engineer Officer shall be the primary Engineer Officer responsible under the Senior Port Engineers Office for all routine maintenance, operations, repairs and, when so designated by the Employer, for all major repairs such as when in the dry-dock for major overhaul. As such, the Engineer Officer shall maintain all required historical records, maintenance records and operating records for his/her assigned vessel.
- (f) Maintenance and repair work of an extended nature on any of the mechanized, semi-mechanized, or retrofit vessels of the Employer, while the vessels are in lay-up status which falls within the work jurisdiction of the Engineer Officers, shall normally be performed by the regular complement of vessel Engineer Officers, by other WSF employees, or by contracted repair services carried out under the supervisory jurisdiction of the Licensed Engineer Officers. Manning during extended work periods will be as determined by the Senior Port Engineer.
- (g) It is agreed that such supervisory jurisdiction shall include the maintenance and repair of all computer equipment and related servomechanisms which are concerned with the propulsion and internal machinery and equipment of the ship. Preventive maintenance work and repair work done underway and during evening tie-ups are the basic responsibility of the assigned complement of Engineer Officers.

SECTION 15 – DECOMMISSIONED VESSELS

While vessels are decommissioned, and, at the option of the Employer, the Engineer Officers are retained to perform routine overhaul or maintenance work, they shall receive compensation on the basis of their respective base pay in each assignment classification.

SECTION 16 – MANNING

- (a) The Employer agrees to maintain the following minimum manning requirements per shift for the vessels M.V. Issaquah, M.V. Chelan, M.V. Kittitas, M.V. Kitsap, M.V. Sealth, M.V. Cathlamet, M.V. Hyak, M.V. Yakima, M.V. Elwha, M.V. Kaleetan, M.V. Spokane and M.V. Walla Walla:

One (1) Staff Chief Engineer or one (1) Chief Engineer, and one (1) Assistant Engineer.

- (b) The Employer agrees to maintain the following minimum manning requirements per shift for the vessels M.V. Evergreen State, M.V. Tillikum, M.V. Klahowya, M.V. Rhododendron, M.V. Hiyu, M.V. Chetzemoka, M.V. Salish, M.V. Kennewick:

One (1) Staff Chief Engineer or one (1) Chief Engineer.

- (c) The Employer agrees to maintain the following minimum manning requirements per shift for the vessels M.V. Tacoma, M.V. Wenatchee, M.V. Puyallup:

One (1) Staff Chief Engineer or one (1) Alternate Staff Chief Engineer or one (1) Chief Engineer and one (1) Assistant Engineer.

SECTION 17 – MEAL DISCOUNT

- (a) The charge for meals purchased and eaten on board the vessels of the Employer while employees are on duty or going to and from duty shall be at one-half (1/2) the normal retail price of such meals rounded upward to the nearest cent. This rule only applies to vessels that provide food service and such service is open to the public.
- (b) Employees purchasing meals at a discount shall be required to sign sales slips at the completion of service.

SECTION 18 - VACATIONS

- (a) Vacation leave will be credited on the following basis:

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

The preceding vacation credits shall be prorated and credited on a monthly basis for Engineer Officers. Also, vacation pay shall be prorated for the classifications worked by each Engineer Officer, but shall be paid at the rate applicable to each classification of Engineer Officer currently in effect during the period when the vacation is taken.

- (b) Designated days off for regularly assigned Engineer Officers while on vacation shall be the same days as their previous days off while working.
- (c) Vacations shall be taken in accordance with the program that has been worked out between a Vacation Committee of employees and the Employer consisting of necessary schedules. The Vacation Committee shall make every effort to arrange vacations so that they coincide with the employees' days off. Neither the designated vacation period nor the designated Vacation Relief Engineer Officer's schedule shall be changed with the exception of sickness or injury befalling one (1) of the affected Engineer Officers.
- (d) Those employees who participate on the Vacation Committee are to receive pay on the basis of one (1) day's pay for each day served. This is not to exceed a total cost of seven (7) man-days per year to the Employer. The rate of pay shall be the rate for the Employee's regular classification.
- (e) The vacation schedules, as have been worked out, will be in effect for approximately one (1) year. When the above-mentioned vacation schedules have expired, it shall be the duty of the Employee's Committee, a representative of the Union, and the Employer's representatives to compile a similar vacation schedule with necessary changes that may be required in regard to the increased vacation benefits as have been negotiated and in accordance with the possible desires of the designated Vacation Relief Engineer Officers for a change in assignment.

- (f) Vacation Relief Engineers shall normally be assigned only to fill scheduled vacations and/or scheduled compensatory time of the regularly assigned Engineer Officers. Provided, however, if there are no scheduled vacation periods or scheduled compensatory time to be covered, the Vacation Relief Engineer(s) may be used to cover any type of absence in an Engineer Officers position.

If all Vacation Relief Chief Engineers are assigned to fill scheduled vacation and/or compensatory time of regularly assigned Chief Engineer Officers and a Regularly Assigned Chief Engineer Officer takes an unscheduled vacation day(s) or unscheduled compensatory time, or sick leave, unpaid leave, or time off for attendance at hearings, meetings, jury duty, training, or union business, the temporary vacancy will be filled in compliance with Section 2.1.

- (g) It is also agreed that in case the Union would be unable to furnish an Engineer Officer meeting the requirements of the service the vacation would be deferred until such time as a Vacation Relief Engineer Officer was available.
- (h) When illness is claimed in reference to the preceding language, it shall be necessary for the employee claiming the illness to substantiate it with a certification from a licensed medical physician.
- (i) Each employee shall be entitled to accrue vacation leave not to exceed three hundred twenty (320) hours. Any Engineer Officer eligible for retirement who has accumulated more than two hundred forty (240) hours vacation leave shall take all accumulated leave over two hundred forty (240) hours prior to starting the employee's retirement. The intent and purpose of this Section is that no Engineer Officer may retire with more than two-hundred-forty (240) hours accumulated leave credits upon retirement.
- (j) Vacation leave is not available to the employee unless the employee has served six (6) months of employment.
- (k) A re-employed or reinstated employee also must have six (6) months of employment before being entitled to use vacation leave.
- (l) Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) months.
- (m) All accumulated annual leave is allowed when the employee leaves the Employer's employment for any reason, provided adequate notice has been given.
- (n) Vacation time will be credited as hours of work for subsequent vacations.
- (o) In the event that any Engineer Officer becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, sick leave may be used in lieu of vacation days for the period of such illness, injury or incapacity, commencing with the first day of such illness injury or incapacity.

SECTION 19 – COMPENSATORY TIME

- (a) Compensatory time is not vacation (annual) leave as provided elsewhere in the Agreement but is considered deferred compensation for time already worked. Therefore, in addition to any rights to or restrictions on the accumulation of vacation or annual leave, however termed, only compensatory time accumulated within twenty-four (24) months preceding separation of employment and not actually taken by the employee nor paid out during that period, shall be paid in full amount that is owed to the employee. Compensatory time on the books for more than twenty-four (24) months (earned) prior to separation shall be paid in full amount that is owed to the employee, however, shall not be credited to the employee's pension calculation.
- (b) An employee may use compensatory time for the following purposes, provided that an Engineer Officer is available to substitute for the employee and that the Employer does not incur any overtime wage costs in scheduling of this compensatory time:
 - (1) Daily for reasons of union representation, training and/or personal use.
- (c) An Engineer Officer may take compensatory time scheduled in increments of eighty (80) hours, provided it is scheduled at the time the employee completes his annual vacation request and provided further that Vacation Relief Engineer Officers are available. In calculating the number of Vacation Relief Engineer Officers required, the compensatory time component will include the number of compensatory time hours requested per employee, to a maximum of one-hundred sixty (160) hours. Compensatory leave requests will be scheduled based on the Engineer Officer's length of seniority with the Employer.
- (d) Temporary Relief Engineers who are not permanent Engineer Officers with WSF shall be paid for the compensatory time accrued upon the termination of the relief assignment.
- (e) Unless otherwise specified in this Agreement, an employee will be entitled, upon request, to any or all of his or her compensatory time that has accrued upon layoff, resignation, termination for cause or for extended sick leave when the employee has no remaining accrued sick leave credit or accrued vacation time.
- (f) Any accrued compensatory time shall be paid to the designated beneficiary or beneficiaries of the employee in the event of the death of that employee. The Employer will provide a form for the employee to designate a beneficiary(s).
- (g) Compensatory time used for training that is taken on the Engineering Officer's normal off week will be re-credited or reimbursed to the employee by the Employer.

SECTION 20 – SENIORITY

(a) Seniority Roster

There shall be four (4) separate seniority rosters maintained for the various affected classifications of Licensed Engineer Officers as follows:

(1) Engineer Officer Seniority List:

This list shall be used in determining vacation periods and certain other rights which affect all Licensed Engineer Officers uniformly and identically and shall show the first date of continuous employment in the system as a licensed engineer working under the jurisdiction of this Agreement provided the requirements of Subsection (c) of this Section have been complied with. This list shall also be utilized for reductions in force where the last Licensed Engineer Officer hired shall be the first laid-off and the last Licensed Engineer Officer laid-off shall be the first re-hired.

(2) Chief Engineer Officers:

This list, which is to include the Staff Chief Engineer Officers, shall show the first date of employment in the System as a permanently assigned Chief Engineer Officer and shall be used in determining the promotional, transfer and open position rights of all Chief Engineer Officers for Chief Engineer Officer positions only.

(3) Licensed Assistant Engineer Promotional Roster:

This list shall be used under subsection 20(f) to fill Licensed Chief Engineer Office vacancies. The list shall show for every Licensed Assistant Engineer Officer, one of the following two (2) dates, whichever is the more recent:

- (i) The date he/she first acquired a Chief Engineer's license, or
- (ii) The most recent date of hire to a permanent Licensed Engineer Officer position.

(4) Qualified Alternate Staff Chief Candidates List:

This list shall be used under Subsection 20 (m) to fill Alternate Staff Chief vacancies when necessary.

(b) Engineer Officers who were employed by the Employer in an unlicensed engine room position after April 25, 1988 and who are affected by a reduction in force may displace an Oiler or Wiper with less total continuous service with the Employer.

(c) Probationary Periods

Newly employed Engineer Officers will complete a five (5) continuous month probationary period. At the conclusion of five (5) continuous months employees

will establish seniority with the Employer as of the date they began continuous service provided they have successfully completed their probationary period. The Employer retains the right to terminate employees at any time during their probationary period and this decision will not be subject to Sections 5 and 23 of this Agreement. Such Engineer Officers will be given a reasonable opportunity to have their job performance evaluated.

- (d) Seniority lists will be posted in a place accessible to those affected. They will be revised in January of each year and shall be open for correction for a period of sixty (60) days from the date of posting on presentation of proof of error in writing by a Licensed Engineer Officer or his representative. Any seniority date that is not protested within sixty (60) days from the date of its first appearance on the seniority lists will not thereafter be subject to protest except for correction of typographical error or where the Union and the Employer agree that an error has been made. The Union shall be furnished with a copy of these lists.
- (e) Open positions for each of the seniority classifications due to retirement, termination, separation or when crewing new or retrofit vessels, will be filled by using the seniority roster and on-file applications for transfer and reassignment.

Employees interested in vacant permanent Engineer Officer positions must notify the Employer and the Union in writing of the positions they wish to fill. The Employer shall maintain a file of all such requests and, upon receipt of such request, shall notify in writing the employee submitting such request of its receipt. These requests will be kept active and on file through December 31st of the calendar year for which they were submitted. Requests must be renewed annually; multiple year request cannot be made. Requests may be renewed no earlier than November 1st, for the following year; they will then be placed in the employee's personnel file. The Employer will notify all employees annually of the requirements of this paragraph simultaneously with the distribution of the Vacation Request form.

When a vacancy occurs in a permanent Engineer Officers assignment, the Employer shall notify the Union in writing. When the vacancy is awarded, the Employer shall notify the Union of the name of the employee awarded the assignment. The Union shall maintain a record of these notices in the office of the Port of Seattle MEBA Hiring Hall, for review by all affected employees.

The initial notice of vacancy will be posted on each vessel no later than ten (10) days after the vacancy occurs. Each notice will contain the following language: "When this opening is filled, it will create additional openings as employees accept the available position(s). These additional openings will not be posted. Licensed Engineer Officers wishing to be considered for these additional openings should make certain that they have filed a request with the Dispatch Office to be notified of all openings. See Section 20(e) in the Licensed Engineers' Collective Bargaining Agreement."

However, the notice will not contain the quoted language if the Employer knows at the time it posts the notice that there will be a delay of sixty (60) or more days between the award of the initial vacancy and the filling of that vacancy. In that case, the subsequent vacancy created when the initial vacancy is filled shall be treated as an initial vacancy and shall be posted.

This notice will be posted for twenty (20) days. The job will be awarded on the twenty-first (21st) day after posting and filled thereafter as soon as practicable.

- (f) When a permanent Licensed Chief Engineer Officers opening occurs the most senior Licensed Chief Engineer Officer in that classification (as per Subsection 20[a][2]) with a request on file for that job shall be promptly offered the position and assigned within twenty (20) days of the date the position is vacated, unless the designated employee agrees to extend the number of days before taking the assignment. If the most senior Licensed Chief Engineer Officer in that classification with a request on file refuses the assignment, it shall then be filled as follows:
 - (1) It shall be offered to the next most senior Licensed Chief Engineer Officer in that classification (as per Subsection 20[a][2]) with a request on file until all such request have been exhausted, then;
 - (2) It shall be offered to the most senior Licensed Assistant Engineer Officer with a request on file for a promotion until all such requests on file have been exhausted. For this purpose only, seniority shall be determined in compliance with the Licensed Assistant Engineer Promotional Roster (Subsection 20[a][3]).

- (g) When a permanent Licensed Assistant Engineer Officers' opening occurs, the most senior Licensed Engineer Officer in that classification with a request on file for that job shall be promptly offered the position and assigned within twenty (20) days of the date the position is vacated, unless the designated employee agrees to extend the number of days before taking the assignment. If the most senior Licensed Assistant Engineer Officer with a request on file refuses the assignment, it shall then be filled as follows.
 - (1) It shall be offered to the next most senior Licensed Assistant Engineer Officer in the classification with a request on file until all such requests have been exhausted.
 - (2) In the event that there is no request on file, the vacancy will be filled as per Section 2.1(d).

- (h)
 - (1) Assignments of Engineer Officers to new or retrofit vessels will normally be done using the procedures in subsections (e), (f) and (g) above, well in advance of commissioning or redelivery. Retrofit is defined as major revisions to, or replacement of, the ships' propulsion systems.

- (2) The Employer will provide extensive training on the new equipment for all Licensed Officers assigned to such vessels prior to the vessels being placed into service. Licensed Officers who have received the extensive training agree to remain assigned to said vessels for a period of not less than twenty-four (24) consecutive months from the vessel's in-service date. Transfers shall be allowed to sister vessels with the same equipment and control configuration during the twenty-four (24) month period. On a case-by-case basis, transfers to other than sister vessels will be considered only for reasons of "personal hardship," such as family medical problems.
 - (3) During this twenty-four (24) month period, Licensed Engineer Officers assigned as above shall be insulated from normal "bumping" or "job displacement" procedures during any lay-offs or de-crewing of other vessels. However, this insulation will not result in a less senior Licensed Engineer Officer being retained while a more senior Licensed Engineer is laid off.
- (i) All newly hired or reassigned Chief Engineer Officers may be required to complete a shipboard break-in for a period of eighty (80) hours with the Staff Chief Engineer. Upon the conclusion of the break-in period, the Staff Chief Engineer Officer will inform the Port Engineer as to whether the employee has satisfactorily completed the break-in period. In the event the employee has not successfully completed the break-in period the Employer, Union and the employee will meet in an attempt to resolve the matter.
 - (j) Normal practice for Engineer Officers assignments will be to keep trained Engineer Officers on the same vessels as much as possible. When vessel route assignments are changed on a permanent basis, an Engineer Officer shall have the right after thirty (30) days to be reassigned to another vessel operating the route of his/her previous relieving terminal without regard to strict seniority provisions. He/she will be assigned to the first open position in his/her past relieving terminal after written application to the Employer. Application may be submitted immediately upon notification that a vessel route assignment has been changed on a permanent basis. Transfer prior to thirty (30) days is contingent upon a qualified Vacation Engineer Officer being available.

Once submitted applications may not be withdrawn, except by mutual agreement between the Employer and the employee. After one (1) month an Engineer Officer assigned to a permanently transferred vessel will be considered to be in a permanent assignment, unless application was made. If such application is on file and no openings are available, then the Engineer Officer shall be considered to be on temporary assignment. This temporary assignment will not preclude application for an assignment to other open positions.
 - (k) Each Staff Chief Engineer Officer designated by the Employer shall serve a probationary period of six (6) continuous months. In the event that employee does not successfully complete the probationary period the Employer will

reassign the employee to a position of Chief Engineer consistent with the assignment provisions contained within the Agreement. It is understood that the Employer's decision is not subject to Sections 5 and 23 of this Agreement.

(l) Appointment of Staff Chief

When a Staff Chief Engineer position vacancy exists the Employer will designate the Staff Chief Engineer for that vessel by transfer of existing Staff Chief Engineer(s) or from the Staff Chief candidate pool as soon as is possible. Such candidates must have been permanently employed as a Chief Engineer Officer with the WSF. This provision will not apply to decommissioned vessels provided normal and regular maintenance work is not being done on board the vessel.

(m) Appointment of Alternate Staff Chief

The Staff Chief Engineer may request the assignment of an Alternate Staff Chief Engineer on his/her vessel. This assignment will normally be filled in Chief Engineers' seniority order from an approved list of qualified Alternate Staff Chief Engineer candidates. However, absent such assignment, there is no requirement to compensate any employee at the Alternate Staff Chief Engineer rate of pay.

When the Employer designates an Alternate Staff Chief Engineer's position(s), employees on an approved list may bid by Chief Engineer seniority for the open position.

To qualify for placement on the approved list, employees must meet the following requirements:

- a. Submit a letter of interest with the Port Engineer's office stating the reasons why he/she desires to be an Alternate Staff Chief Engineer.
- b. Provide a minimum of two (2) written references from current fleet Staff Chief Engineers, and
- c. Have no history of disciplinary action within the previous three (3) years.
- d. Chief Engineers currently serving in the position of Alternate Staff Chief Engineer, with no history of disciplinary action within the previous three (3) years, are included in the approved list without submittal of a letter of interest or written references from current fleet Staff Chief Engineers

All Chief Engineers on the approved list for Alternate Staff Chief Engineer shall be listed by their Chief Engineer seniority date.

If the open Alternate Staff Chief Engineer position is not filled from the approved list, then the licensed Chief Engineers may bid for the open position in accordance with the appropriate provisions of this Agreement.

The position of Alternate Staff Chief Engineer is subject to the normal “bumping” or “job displacement” procedures during any lay-offs or de-crewing of other vessels.

Section 20.1 - Leave of Absence

- (a) Engineer Officers shall be granted leaves of absence for up to six (6) months for reasons of disability, attending school for raising license, or for personal reasons approved by the Employer and the Union. The above six (6) month limitation for disability may be extended by mutual agreement between the Employer and the Union. Leaves shall not be granted for the purpose of seeking or performing employment with other employers. Anyone taking a leave of absence pursuant to this subsection shall have the right to return to the position that the Engineer Officer held just prior to the leave of absence.
- (b) Leaves of absence for permanent assignment:
An employee may be granted a leave of absence for the purpose of accepting full-time employment with the Employer in a position outside of the bargaining unit or full-time employment as an official of the Union. Anyone taking a leave of absence pursuant to this subsection shall be eligible based upon the Engineer’s seniority for re-employment in the bargaining unit to open permanent positions, with the exception that the first thirty (30) days of a permanent assignment shall be considered as a temporary assignment in respect to the Engineer Officer’s re-employment rights as specified in subsection (c) of this section. Also, in addition to the rights specified elsewhere in this Agreement, the Engineer Officer shall be eligible for the last position he/she held in the bargaining unit before the leave of absence occurred when that position becomes open. For the purposes of this subsection (b) only, the Engineer Officer shall receive the wage rate based upon the position actually held by the Engineer Officer.
- (c) Leaves of absence for temporary assignment:
Anyone taking a leave of absence for the purposes of accepting temporary full-time employment for six (6) months or less with the Employer in a position outside of the bargaining unit or full-time employment as an official of the Union shall have the right to return to the position that Engineer Officer held just prior to the leave of absence. Anyone taking a leave of absence for a temporary position as stated above for period that exceeds six (6) months shall have the right to return to open positions as stated above in Subsection 20.1(b).
- (d) Seniority shall not be interrupted during leaves of absence.
- (e) Leaves of Absence
Upon thirty (30) days written notification (except in emergencies) to the Union and to the Employer, and upon written approval of both, which approval shall not be unreasonably withheld, employees shall be granted leaves of absence for up to six (6) months for reason of disability, attending school to upgrade their license, or for personal reasons. Seniority shall not be interrupted during leaves of absence.

- (f) Leave time Associated with Sick Leave
Leave forms for absences due to illness/injury or emergency situations as specified in Subsection (a), above, shall be completed by the employee as soon as possible. Medical certification for absences of five (5) days or more for absences due to medical reasons is required if requested by the Employer. Medical certification may also be required, when good cause exists to believe the employee is abusing sick leave, for absences less than five (5) days. Sick leave shall be requested on the payroll timesheet.
- (g) Other Leave Time Defined and Approved in Advance
In the case of all extended leaves the employee shall obtain managerial written approval in advance of taking the leave on appropriate leave forms provided by WSF. For absences over thirty (30) days it must be on the appropriate WSF form. For medical leaves over thirty (30) days, the employee must also submit a Certificate of Health Care Provider on the appropriate WSF form. WSF shall provide employees with a Request for Extended Leave Form with an explanatory cover letter normally no later than thirty (30) days after his or her first day of absence. The completed Request for Extended Leave Form should be submitted to WSF as soon as possible after receipt. On all leaves, the employee must indicate a start date for the leave and an ending date for the leave. The terms of all leaves of absence shall be reduced to writing and may be extended up to the maximum time allowed for the specific leave. An employee must obtain written managerial approved extensions before the end date of the leave, except in cases of emergency. Extensions must be applied for a minimum of seven (7) days before the end of the leave. Extensions to leaves beyond the maximum times allowed will be non-precedent setting and will be at the discretion of the Employer.
- (h) Return from Leave
Employees who have been on an approved leave of absence may return to work before the date specified on the leave as the date of return. An employee on Leave of Absence who fails to report to work at the end of such leave, or fails to obtain a written extension before the leave expiration date and does not report to work, is absent without an approved leave, unless the failure was unavoidable due to injury or illness, which must be documented in writing and certified by a physician as soon as possible in order to be considered for return to work. An additional exception may be considered when an employee is involved in an emergency situation beyond the control and advance planning of the employee which causes the employee the inability to report to work from the leave by the designated time. Proper documentation of such occurrences is required.
- If an employee is ready to return to work sooner than expected, WSF shall ensure that the employee is returned to work as soon as practicable.
- (i) No Accrual
Employees who test positive in a Drug or Alcohol Test shall not accrue seniority for the time the employee's license is held in abeyance and the seniority date shall

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

(j) 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 difference shift. When an employee is absent from work for a period of more than five (5) days but less than forty-six (46) days for medical reasons, WSF may, at the sole discretion of the employer, require only a fit-for-duty slip from the employee's doctor supporting the employee's fitness to return to duty. The fit-for-duty slip should be sent to WSF as soon as possible after the period of absence, but must be received and processed by WSF Human Resources before the employee may return to work and the employer shall ensure that the employee is returned to work as soon as practicable.

(k) Reinstate for Leaves beyond Forty-Five (45) Days

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

A completed/signed Job Analysis Form will be accepted by WSF so long as the form was completed/signed within two (2) months of the employee's anticipated return date.

The employee shall submit the completed/signed Job Analysis to WSF Human Resources in person, by fax, or by mail.

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

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

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

(l) Timely Return from Layoff

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

(m) Fit for Duty

WSF reserves the right to require any employee who is on a medical Leave of Absence due to Injury or Illness to be assessed by the Medical Review Officer regarding the employee's ability to perform the Essential Job Functions. If an employee disagrees with the Medical Review Officer, he or she can be reviewed by a doctor of his or her choice, to assess if he or she can perform the essential functions of the job with or without an accommodation. Any disagreements will be resolved by a doctor mutually agreed to by the parties.

(n) Leave without Pay

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

(o) Nothing in this leave policy overrides the Washington State Law Against Discrimination or the Americans with Disabilities Act.

(p) Return to Work

(1) If an employee has an alcohol test result of .02% or greater but less than .04%, the employee will be sent home without pay for the remainder of that day. The employee may return to work in accordance with WSF's substance abuse (drug and alcohol) policy, Section IX. B. Discipline for alcohol as outlined in the Code of Conduct shall not be initiated or implemented.

(2) The Union reserves the right to object and demand to bargain over WSF's reporting to the USCG alcohol test results of .02% or greater but less than .04%.

(3) MEBA has not waived any rights to file grievances on behalf of Its members or to bargain the reporting requirements during any future negotiations.

- (4) The title of the agreement the employee signs before he or she returns to work will be titled "Return to Work Agreement" so as to conform to the WSF Code of Conduct.
- (5) The employee must successfully complete the recommended rehabilitation and any alleged failure to comply with the recommended rehabilitation program shall be subject to the grievance/arbitration provision in the parties' collective bargaining agreement. At arbitration, the only issue for the arbitrator shall be whether the employee failed to comply with the recommended rehabilitation program. If the arbitrator determines that the employee failed to comply with the recommended rehabilitation program, the arbitrator shall deny the grievance and shall have no authority to mitigate the discipline or discharge.
- (6) Before and after any disciplinary suspension for positive substance abuse results, the employee may use his or her accrued leave or comp time while going through the rehabilitation program.
- (7) The Union has not waived its right to grieve any discipline imposed for an alleged violation of the alcohol or illegal drug policy as outlined in the WSF Code of Conduct.
- (8) WSF shall pay for the cost of any pre-employment, random, reasonable cause/suspicion and split sample testing.

SECTION 21 - UNIFORMS

- (a) Engineer Officers will be required to wear the standard uniform as described for Engineer Officers in the Washington State Ferries Policy Manual. During inclement weather, foul weather gear, such as a raincoat, parka, or overcoat can be worn over the uniform.
- (b) The uniform will be worn when the Engineer Officer assumes his duties in the engine room. During normal routine running watches, when carrying passengers, the uniform will be worn. Work above the main deck while the vessel is in service will be done in uniform. Uniforms will be worn at all times when making routine rounds topside, pumping sewage, or visiting the galley. Engineer Officers will not be required to wear the uniform cap while on watch in the engine room. The uniform cap will be required to be worn at all other times.
- (c) When performing bilge work, engine overhaul, or when extremely dirty work is being done, coveralls may be worn over the uniform or in place of the uniform.
- (d) Uniforms will be fire retardant.
- (e) When necessary, uniform replacements will be provided to the Engineer Officer.

- (f) Temporary Engineer Officers will be required to wear standard offshore khaki pants and shirt. Newly employed permanent Engineer Officers will be required to wear standard offshore khaki pants and shirt prior to receiving the standard Washington State uniform.
- (g) Modifications to the uniform dress code will be mutually agreed to with the Union if said modifications affect the working conditions of Engineer Officers.
- (h) The parties will reach consensus on a policy statement referring to conditions for wearing uniforms.

SECTION 22 – WORK STOPPAGES

Pursuant to RCW 47.64.011 and 47.64.140 there shall be no strikes, lockouts or work stoppages at any time. Rather, any dispute arising between the parties will be resolved according to the provisions contained within this Agreement or RCW Chapter 47.64. It is understood, however, that pursuant to RCW 47.64.001 (11), a refusal, in good faith, to work under conditions which pose an endangerment to the health and safety of ferry employees or the public, as determined by the master of the vessel shall not be considered a strike.

SECTION 23 – GRIEVANCE PROCEDURE

Section 23.1

- (a) 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 Section provides a formal process for problem resolution.
- (b)
 - (1) WSF agrees to meet with MEBA Representative(s) for two (2) hours every month to discuss pending grievances and other outstanding issues. The meeting will take place at either the WSF office in the 2901 building, or the MEBA Union Hall.
 - (2) The monthly meeting may be cancelled or skipped only by mutual agreement of the parties. Both parties hereby make a good faith commitment not to require that the meeting be convened if there are no grievances pending or other issues requiring discussion.
 - (3) Both parties agree to negotiate in good faith in an effort to resolve outstanding grievances and agree that their representatives at the monthly meetings will have the authority to settle outstanding grievances.

Section 23.2 - Terms and Requirements

(a) Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Section 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 Subsection 23.3(a), below, will result in the 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 a 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 Section are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

Section 23.3 - Filing and Processing

- (a) Filing
A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or should reasonably have known of the occurrence. This thirty (30) day period may be used to attempt to informally resolve the dispute.
- (b) Processing
 - Step 1 – Director of Maintenance or Designee**
If the issue is not resolved informally, the Union may present a written grievance to the Director of Maintenance or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The designee shall not be the same person that precipitated the grievance. The Director of Maintenance or designee will meet or confer by telephone with a MEBA WSF Representative or other Union designee within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within ten (10) days after the meeting.
 - Step 2 – Ferries Division Assistant Secretary or Designee**
If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Ferries Division Assistant Secretary or designee, with a copy to the WSF Labor Relations Office, within fifteen (15) days of the Union's receipt

of the Step 1 decision. The Ferries Division Assistant Secretary or designee will meet or confer by telephone with a MEBA WSF Representative or other Union designee 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 Union's receipt of the Step 2 decision. Within fifteen (15) days of the receipt of this information, the OFM/LRO representative or designee will discuss with the MEBA WSF Representative or other Union designee.

- i. If a pre-arbitration review meeting will be scheduled with the OFM/LRO representative or designee, an agency representative, and the MEBA WSF Representative or other Union designee to review and attempt to settle the dispute.
- ii. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO representative or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within fifteen (15) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time. The OFM/LRO will notify the MEBA WSF Representative or other Union designee, in writing, of the meeting 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 the results of the pre-arbitration review meeting or receipt of the notice that 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 set forth in the original written grievance unless the parties agree to modify it;
 - c. Not have the authority to order the Employer to modify his or her staffing levels, unless the arbitrator finds that the Employer has violated the staffing levels required by this Agreement.
 - (2) The arbitrator will hear evidence and arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the arbitrator. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
 - (3) The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant(s).

- (e) Arbitration Costs
- (1) The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
 - (2) If the arbitration hearing is postponed or canceled at the request of one party, that party will bear the cost of the postponement or cancellation. The cost 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.

Section 23.4 - Union Stewards

- (a) The Union may elect or designate Union Stewards by classification within each department (who shall be recognized by the Employer). The Union Steward is

recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of the Employer with authority to settle such matters will meet with the Union Steward and work for the resolution of such matters. One (1) Union Steward who has participated in the informal procedure shall with prior approval attend grievance meetings scheduled by the employer without loss of wages or benefits. If the Union expressly requests that a Steward attend a meeting the Employer will not unreasonably deny such a request. However, an employee acting as Steward shall not be compensated at more than their straight time rate of pay while performing the duties of a Steward and shall not be compensated if performing the duties of a Steward on their scheduled day off.

- (b) 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 him/her prior approval to engage in such activity.
- (c) The grievance procedures of this Agreement shall be the exclusive remedy with respect to any dispute arising between the Union and Employer and no other remedies may be utilized by any person 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 section 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.

Section 23.5 - Successor Clause

Grievances arising from events occurring during the term of the 2011-2013 Agreement will be processed to completion in accordance with the provisions of the 2011-2013 Agreement.

SECTION 24 – SEVERANCE PAY

- (a) It is hereby agreed that any claims for severance payment to any Engineer Officer who may lose employment because of the abandonment of routes due to the construction of bridges or tubes (replacing the then-existing ferry routes) and of the application of seniority provisions under the present labor agreement, including consideration of residence of individual and locale of employment offered shall be based upon the principle of one (1) month's pay for each year of service.
- (b) 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.

SECTION 25 – MAINTENANCE AND CURE

- (a) When an Engineer Officer of a vessel is entitled to daily maintenance it shall be at the rate of thirty dollars (\$30.00) per day. The Employer recognizes the contractual right of the Union to intercede in case of dispute.
- (b) Crew personnel will be reimbursed for the loss of personal effects, equipment or instruments resulting from ship-wreck, stranding, sinking, burning, or collision of the vessel or from theft or unprovoked assault that occurs on the Employer's vessel during the course of their work, in an amount not to exceed four hundred dollars (\$400.00). Where a claim is based upon theft, the Employer may require evidence that the loss was not due to the employee's own neglect. The employee must provide the Employer with an itemized list including replacement value.

SECTION 26 – 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 Addendum A.

- (a) The Employer agrees to maintain participation in the MEBA Medical and Benefits Plan for Temporary Relief Engineers. The Employer shall contribute \$31.00 per day for each day a Temporary Relief Engineer works or is on vacation under this Agreement to the MEBA Medical and Benefits Plan, up to a maximum of \$314.51 per month. During any month, once the Employer has contributed the maximum monthly amount on behalf of an individual Temporary Relief Engineer and such employee continues to be on the Employer's payroll during the month, the Employer will deduct from the employee's pay, before taxes, \$31.00 (or portion thereof) per day medical contribution to be paid to the MEBA Medical and Benefits Plan. The Employer will notify the Temporary Relief Engineer that the \$31.00 (or portion thereof) per day deduction must be made in accordance with this Agreement.)

SECTION 27 – SICK LEAVE

- (a) Full-time Engineer Officers shall, after six (6) months of continuous employment, receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service. Sick leave credit is cumulative.
- (b) Sick leave credits may be used as soon as granted.
- (c) Each Engineer Officer's sick leave credit days are canceled automatically upon 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. Accumulated sick leave credit days follow the employee if the employee is transferred to another State of Washington department.

- (d) At the employee's option, annual leave may be used in lieu of sick leave but sick leave may not be used as annual leave.
- (e) Sick leave may be claimed from the accumulated days of credit for any employee for illness or injury which incapacitates the employee to the extent that the employee is unable to perform his work.
- (f) Sick leave up to five (5) days in any one instance may be claimed and taken for a death in the immediate family of an Engineer Officer to attend the funeral of a member of the Engineer Officer's immediate family which shall include the following relatives:

Any relative living in the Engineer Officer's household, as well as the Engineer Officer's wife, husband, state registered domestic partner as defined in RCW 26.60.020 and 26.60.030, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law; provided, however, that the Employer may extend such sick leave upon reasonable request.

- (g) All sick leave claims must be made on forms provided for that purpose; these forms require the sworn signature of the claimant. A supply of the forms will be furnished to each vessel and they will also be available at the terminals and at the General Offices.
- (h) No payments of wages chargeable to sick leave credits will be made until the claim form is received in the General Offices, except that the form may be prepared for an employee by supervisory employees in the General Offices when the employee is incapacitated to the extent that the employee cannot sign a claim.
- (i) For claims of more than five (5) working days the employee must secure a verifying statement from a doctor to support the claim. This statement should be sent in as soon as possible after the period of absence is over.
- (j) A verifying statement from the employee's doctor may be requested by the Employer at the Employer's option to support claims for five (5) days or less.
- (k) No sick leave claims will be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time loss payments (Workmen's Compensation) wage loss benefits under MAINTENANCE AND CURE, Section 25 or WELFARE, Section 26.
- (l) All accumulated sick leave may be restored when a previously separated employee is re-employed on a permanent basis. It also may be transferred between State departments.
- (m) Sick leave up to three (3) days in any one (1) instance may be claimed and taken by an Engineer Officer after notification is made to the employee's superior when a member of the Engineer Officer's immediate family, as defined in Subsection 27(f), is ill or injured.

- (n) If at any time during the term of this Agreement, the Legislature of this State passes any legislation which would allow any group of State employees to cash out or otherwise receive compensation for accumulated sick leave upon retirement, such legislative provision shall immediately become a part of this Agreement and fully applicable to all Engineer Officers covered by this Agreement.
- (o) Sick leave may be claimed for preventive health care provided such care cannot be reasonably scheduled during non-work time and the employee notifies his or her supervisor in advance of such appointment.

SECTION 28 – JURY DUTY

No Engineer Officer shall be required to report for work on any day that he/she is called for jury duty nor shall any Engineer Officer be required to report for work on any day during which he/she has been on jury duty. Each Engineer Officer required to report for jury duty on a regular working day whether actually impaneled on a jury or not shall be paid the difference between any fee received for jury duty and one regular shift straight time wages for each such day; no payment shall be made for jury duty on an Engineer Officer's assigned days off.

SECTION 29 - EDUCATION

- (a) Upon written request and the approval of the Employer, whenever an Engineer Officer listed on a seniority roster attends any class, seminar, course, school, or otherwise increases his/her qualifications as an Engineer Officer or higher-grade Engineer Officer in any manner which pertains to the operations of the Employer, the Employer shall pay all of such Engineer Officer's tuition costs and shall extend and pay his/her wages for up to one hundred and sixty (160) hours of classroom time per calendar year in each instance upon successful completion. The one hundred and sixty (160) hours can be taken consecutively, in two (2) blocks of eighty (80) hours each, in four (4) block of forty (40) hours each or in any combination thereof, so long as the total in any calendar year does not exceed one hundred and sixty (160) hours. These benefits are provided on condition that:
 - (1) All training must be pre-approved by the Port Engineer who will review budget, relief availability and applicability of training proposed.
 - (2) All current on call and bump up practices remain unchanged.
 - (3) Qualified Temporary Assistant Engineers are available from the MEBA hall.
 - (4) Training opportunities are to be evenly divided between licensed and un-licensed.

- (b) All engine room employees shall be provided with vacation reimbursement for STCW training including periodic refresher training in the same manner as currently provided to employees assigned to SOLAS vessels. This includes a two (2) week CMES Firefighting /Hazmat course. Vacation reimbursement is provided on the basis that the conditions in Subsections 29(a)(1), 29.(a)(2) and 29(a)(3) are met.
- (c) It is agreed that the Employer will participate in the educational program of the Marine Engineers Beneficial Association. For this purpose, the employer will agree to pay to the MEBA Training Plan one dollar (\$1.00) per day per person. Such training shall be subject to the provisions of this section excepting tuition costs.
- (d)
 - (1) Training offered by the Employer that is mandatory in nature because it satisfies regulatory or safety related requirements is to be paid at the overtime rates when an employee attends a course on a regularly scheduled day off.
 - (2) Voluntary training is defined as attending a training course on a voluntary basis either:
 - a. When on scheduled work days being relieved from assigned duties and compensated at twelve (12) hours straight time wages with mileage if applicable, or
 - b. If attending on scheduled days off, receiving straight time wages with travel time and mileage for attendance.
 - (3) Employees who wish to be considered for attendance in training courses on a voluntary basis may submit a letter of interest to the Engine Training office. Participation in voluntary training will not affect cycle time. Employees who choose not to attend training classes on a voluntary basis will not be discriminated against.

SECTION 30 – MANAGEMENT CLAUSE

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but not limited to, the right to:

- (a) Determine the Employer’s mission and strategic plans;
- (b) Determine the Employer’s budget and size of the agency’s workforce and the financial basis for layoffs;
- (c) Direct and supervise employees;

- (d) And all other rights to manage and operate the Ferries Division in an effective, efficient, safe, and fiscally prudent manner within the Ferries Division fiscal budget.
- (e) The Union reserves the right to intercede on behalf of any employee who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Section 23.
- (f) The existence of this clause shall not preclude the resolution of any such grievance on its merits.

SECTION 31 – SAVINGS AND SEPARABILITY

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

SECTION 32 - TERMINATION

Except where otherwise provided, this Agreement is effective July 1, 2011, and shall continue in effect until June 30, 2013.

SECTION 33 – SAFETY/FIRE FIGHTING

33.01 MEBA agrees that WSF may implement the provisions of its respiratory protection program of November 7, 2001, related to firefighting and the wearing of SCBAs with the following adjustments/clarifications:

- a. Chief Engineers are exempt, except chiefs on the Rhododendron and Vacation Relief Chief Engineers.
- b. Vacation Relief Assistant Engineers and Temporary Relief Engineers dispatched from the MEBA hall will be fire qualified.
- c. At least two classifications in every engine department crew will be fire qualified. Distribution of fire qualified and exempt shall be as follows:

Jumbo Mk II and Mk I

- 1. CE is exempt
- 2. AE and Oiler fire qualified
Wiper exempt.

Super

- 1. CE is exempt

2. AE is exempt provided that:
 - a. Wiper is converted to Oiler
 - b. One Oiler must have AE license and be qualified to serve as AE.
 - c. Both Oilers are fire qualified.

Issaquah

1. CE is exempt
2. AE and Oiler are fire qualified

Evergreen State

1. CE is exempt provided that:
 - a. Wiper to be converted to Oiler
 - b. Both Oilers to be fire qualified
 - c. All Oilers who hold a CE license and are broken in as CE may bump up to CE. Oiler bump up to CEs are limited to three (3) days per Oiler per month.

Kwa-di Tabil Class (CHETZEMOKA, SALISH, KENNEWICK)

1. CE is exempt provided that:
 - a. Wiper to be converted to Oiler
 - b. Both Oilers to be fire qualified
 - c. All Oilers who hold a CE license and are broken in as CE may bump up to CE. Oiler bump up to CEs are limited to three (3) days per Oiler per month.

Rhododendron

1. All personnel to be fire qualified
2. All Oilers who hold a CE license and are broken in as CE may bump up to CE. Oiler bump up to CEs are limited to three (3) days per Oiler per month.

Hiyu

1. CE to be exempt.

33.02 All watches on each class must have same exemptions and fire qualifications.

33.03 WSF will provide to the selected beneficiary of any engine room employee killed in the course of fighting a fire related to their employment, a death benefit consisting of any death benefit provided under SB 5345, plus one year severance pay.

- 33.04** If technological advances permit the wearing of beards while fighting fires, WSF will meet with MEBA to negotiate to provide these advances and permit beards. If regulatory changes permit the wearing of beards while fighting fires, WSF will also meet with MEBA to negotiate for WSF to permit beards.
- 33.05** The parties will meet to negotiate requested disability accommodation requests on a case-by-case basis.

SECTION 34 – CONTRACT PUBLICATION

This Agreement will be included in a single bound, printed booklet with the other MEBA/WSF Agreement. The booklet's format will be similar to that presently used by the State of Alaska and MEBA, including dimensions of 5.25" X 8.25" and a cover page bearing accurate names of the parties and similar-sizes Employer and Union logos side-by-side. The booklet will be printed by a unionized printer in the State of Washington, and the appropriate union "bug" will also appear on the cover page. The parties will split the costs of printing five hundred (500) copies of the booklet. Fifty (50) copies will be given to the Employer; the balance will be given to the Union. The Union will provide a copy of the booklet to every member of the bargaining unit, through its representatives or stewards, or the mail, as appropriate. The parties will work together to ensure that the booklets are available for distribution within sixty (60) days after ratification.

ADDENDUM A

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

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

HEALTH CARE BENEFITS AMOUNTS

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

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

SCHEDULE A

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

**LETTER OF AGREEMENT
BETWEEN
MARINE ENGINEERS' BENEFICIAL ASSOCIATION
AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FERRIES DIVISION**

This Washington State Department of Transportation, Washington State Ferries (Employer) and the Marine Engineers' Beneficial Association (Union) mutually agree to the following amendments of the Licensed Collective Bargaining Agreement and the Unlicensed Collective Bargaining Agreement between the parties. Additionally the Employer and the Union mutually agree these amendments shall be incorporated into the existing Collective Bargaining Agreement:

LICENSED COLLECTIVE BARGAINING AGREEMENT

Section 20.1 - Leave of Absence

- (a) Engineer Officers shall be granted leaves of absence for up to six (6) months for reasons of disability, attending school for raising license, or for personal reasons approved by the Employer and the Union. The above six (6) month limitation for disability may be extended by mutual agreement between the Employer and the Union. Leaves shall not be granted for the purpose of seeking or performing employment with other employers. Anyone taking a leave of absence pursuant to this subsection shall have the right to return to the position that the Engineer Officer held just prior to the leave of absence.
- (b) Leaves of absence for permanent assignment:
An employee may be granted a leave of absence for the purpose of accepting full-time employment with the Employer in a position outside of the bargaining unit or full-time employment as an official of the Union. Anyone taking a leave of absence pursuant to this subsection shall be eligible based upon the Engineer's seniority for re-employment in the bargaining unit to open permanent positions, with the exception that the first thirty (30) days of a permanent assignment shall be considered as a temporary assignment in respect to the Engineer Officer's re-employment rights as specified in subsection (c) of this section. Also, in addition to the rights specified elsewhere in this Agreement, the Engineer Officer shall be eligible for the last position he/she held in the bargaining unit before the leave of absence occurred when that position becomes open. For the purposes of this subsection (b) only, the Engineer Officer shall receive the wage rate based upon the position actually held by the Engineer Officer.
- (c) Leaves of absence for temporary assignment:
Anyone taking a leave of absence for the purposes of accepting temporary full-time employment for six (6) months or less with the Employer in a position outside of the bargaining unit or full-time employment as an official of the Union shall have the right to return to the position that Engineer Officer held just prior to the leave of absence. Anyone taking a leave of absence for a temporary position as stated above for period that

exceeds six (6) months shall have the right to return to open positions as stated above in Subsection 20.1(b).

- (d) Seniority shall not be interrupted during leaves of absence.
- (e) Leave Without Pay for Approved Time Off
Licensed Engineering Officers shall be allowed to submit pay orders for less than eighty (80) hours pay in a workweek when on approved leave. Such hours submitted as Leave Without Pay (LWOP) in a workweek shall be approved except in case of misuse of LWOP.
- (f) Leaves of Absence
Upon thirty (30) days written notification (except in emergencies) to the Union and to the Employer, and upon written approval of both, which approval shall not be unreasonably withheld, employees shall be granted leaves of absence for up to six (6) months for reason of disability, attending school to upgrade their license, or for personal reasons. Seniority shall not be interrupted during leaves of absence.
- (g) Leave time Associated with Sick Leave
Leave forms for absences due to illness/injury or emergency situations as specified in Subsection (a), above, shall be completed by the employee as soon as possible. Medical certification for absences of five (5) days or more for absences due to medical reasons is required if requested by the Employer. Medical certification may also be required, when good cause exists to believe the employee is abusing sick leave, for absences less than five (5) days. Sick leave shall be requested on the payroll timesheet.
- (h) Other Leave Time Defined and Approved in Advance
In the case of all extended leaves the employee shall obtain managerial written approval in advance of taking the leave on appropriate leave forms provided by WSF. For absences over thirty (30) days it must be on the appropriate WSF form. For medical leaves over thirty (30) days, the employee must also submit a Certificate of Health Care Provider on the appropriate WSF form. WSF shall provide employees with a Request for Extended Leave Form with an explanatory cover letter normally no later than thirty (30) days after his or her first day of absence. The completed Request for Extended Leave Form should be submitted to WSF as soon as possible after receipt. On all leaves, the employee must indicate a start date for the leave and an ending date for the leave. The terms of all leaves of absence shall be reduced to writing and may be extended up to the maximum time allowed for the specific leave. An employee must obtain written managerial approved extensions before the end date of the leave, except in cases of emergency. Extensions must be applied for a minimum of seven (7) days before the end of the leave. Extensions to leaves beyond the maximum times allowed will be non-precedent setting and will be at the discretion of the Employer.
- (i) Return from Leave
Employees who have been on an approved leave of absence may return to work before the date specified on the leave as the date of return. An employee on Leave of Absence who fails to report to work at the end of such leave, or fails to obtain a written extension before the leave expiration date and does not report to work, is absent without an approved leave, unless the failure was unavoidable due to injury or illness, which must be

documented in writing and certified by a physician as soon as possible in order to be considered for return to work. An additional exception may be considered when an employee is involved in an emergency situation beyond the control and advance planning of the employee which causes the employee the inability to report to work from the leave by the designated time. Proper documentation of such occurrences is required.

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

(j) No Accrual

Employees who test positive in a Drug or Alcohol Test shall not accrue seniority for the time the employee's license is held in abeyance and the seniority date shall be adjusted accordingly. All employees on leave, except for those on leave associated with a positive drug or alcohol test, shall have the ability to bid while on leave.

(k) 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 difference shift. When an employee is absent from work for a period of more than five (5) days but less than forty-six (46) days for medical reasons, WSF may, at the sole discretion of the employer, require only a fit-for-duty slip from the employee's doctor supporting the employee's fitness to return to duty. The fit-for-duty slip should be sent to WSF as soon as possible after the period of absence, but must be received and processed by WSF Human Resources before the employee may return to work and the employer shall ensure that the employee is returned to work as soon as practicable.

(l) Reinstate for Leaves beyond Forty-Five (45) Days

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

A completed/signed Job Analysis Form will be accepted by WSF so long as the form was completed/signed within two (2) months of the employee's anticipated return date.

The employee shall submit the completed/signed Job Analysis to WSF Human Resources in person, by fax, or by mail.

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

an employee to work within twenty-four (24) hours shall be subject to the parties' grievance procedure.

If an employee is ready to return to work sooner than expected, WSF shall ensure that the employee is returned to work as soon as practicable. WSF's failure to return the employee to work as soon as practicable shall be subject to the parties' grievance procedure. An employee returning to full duty from an authorized leave of absence for more than forty-five (45) days will be reinstated to his/her former position which includes his/her shift, classification, and days off unless otherwise provided for by contract bidding requirements which occurred during the employee's absence which would indicate and qualify the employee for a different shift.

(m) Timely Return from Layoff

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

(n) Fit for Duty

WSF reserves the right to require any employee who is on a medical Leave of Absence due to Injury or Illness to be assessed by the Medical Review Officer regarding the employee's ability to perform the Essential Job Functions. If an employee disagrees with the Medical Review Officer, he or she can be reviewed by a doctor of his or her choice, to assess if he or she can perform the essential functions of the job with or without an accommodation. Any disagreements will be resolved by a doctor mutually agreed to by the parties.

(o) Extended Leave without Pay

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

(p) Nothing in this leave policy overrides the Washington State Law Against Discrimination or the Americans with Disabilities Act.

(q) Return to Work

(1) If an employee has an alcohol test result of .02% or greater but less than .04%, the employee will be sent home without pay for the remainder of that day. The employee may return to work in accordance with WSF's substance abuse (drug and alcohol) policy, Section IX. B. Discipline for alcohol as outlined in the Code of Conduct shall not be initiated or implemented.

(2) The Union reserves the right to object and demand to bargain over WSF's reporting to the USCG alcohol test results of .02% or greater but less than .04%.

- (3) MEBA has not waived any rights to file grievances on behalf of Its members or to bargain the reporting requirements during any future negotiations.
- (4) The title of the agreement the employee signs before he or she returns to work will be titled "Return to Work Agreement" so as to conform to the WSF Code of Conduct.
- (5) The employee must successfully complete the recommended rehabilitation and any alleged failure to comply with the recommended rehabilitation program shall be subject to the grievance/arbitration provision in the parties' collective bargaining agreement. At arbitration, the only issue for the arbitrator shall be whether the employee failed to comply with the recommended rehabilitation program. If the arbitrator determines that the employee failed to comply with the recommended rehabilitation program, the arbitrator shall deny the grievance and shall have no authority to mitigate the discipline or discharge.
- (6) Before and after any disciplinary suspension for positive substance abuse results, the employee may use his or her accrued leave or comp time while going through the rehabilitation program.
- (7) The Union has not waived its right to grieve any discipline imposed for an alleged violation of the alcohol or illegal drug policy as outlined in the WSF Code of Conduct.
- (8) WSF shall pay for the cost of any pre-employment, random, reasonable cause/suspicion and split sample testing.

UNLICENSED COLLECTIVE BARGAINING AGREEMENT

RULE 32 – LEAVE OF ABSENCE

32.01 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 with the Employer: (a) on any day when the employee is required to report for or serve upon jury duty, (b) on any day in a calendar week when the employee will otherwise have worked or served on jury duty for five (5) days, or (c) 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.

32.02 The Employer will make an employee whole for work time lost when the employee is required by the Employer or by subpoena to attend hearings or investigations concerning WSF conducted by the 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 paragraph shall not be applicable where the employee and/or the Union have a beneficial interest in the outcome of the proceedings.

32.03 In addition to twenty-one (21) days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or

active status, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

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

32.05 Leave Without Pay for Approved Time Off

Unlicensed employees shall be allowed to submit pay orders for less than eighty (80) hours pay in a workweek when on approved leave. Such hours submitted as Leave Without Pay (LWOP) in a workweek shall be approved except in case of misuse of LWOP.

32.06 Leaves of Absence

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

32.07 Leave Time Associated With Sick Leave

Leave forms for absences due to illness/injury or emergency situations as specified in Rule 32.01 shall be completed by the employee as soon as possible. Medical certification for absences of five (5) days or more for absences due to medical reasons is required if requested by the Employer. Medical certification may also be required, when good cause exists to believe the employee is abusing sick leave, for absences less than five (5) days. Sick leave shall be requested on the payroll timesheet.

32.08 Other Leave Time Defined and Approved in Advance

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

of the leave. Extensions to leaves beyond the maximum times allowed will be non-precedent setting and will be at the discretion of the Employer.

32.09 Return from Leave

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

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

32.10 No Accrual

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

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

32.11 Reinstatement for Authorized Leaves less than Forty-Six (46) days

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

32.12 Reinstatement for Leaves beyond Forty-five (45) Days

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

A completed/signed Job Analysis Form will be accepted by WSF so long as the form was completed/signed within two (2) months of the employee's anticipated return date.

The employee shall submit the completed/signed Job Analysis to WSF Human Resources in person, by fax, or by mail.

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

If an employee is ready to return to work sooner than expected, WSF shall ensure that the employee is returned to work as soon as practicable. WSF's failure to return the employee to work as soon as practicable shall be subject to the parties' grievance procedure. An employee returning to full duty from an authorized leave of absence for more than forty-five (45) days will be reinstated to his/her former position which includes his/her shift, classification, and days off unless otherwise provided for by contract bidding requirements which occurred during the employee's absence which would indicate and qualify the employee for a different shift.

32.13 Timely Return from Layoff

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

32.14 Fit for Duty

WSF reserves the right to require any employee who is on a medical Leave of Absence due to Injury or Illness to be assessed by the Medical Review Officer regarding the employee's ability to perform the Essential Job Functions. If an employee disagrees with the Medical Review Officer, he or she can be reviewed by a doctor of his or her choice, to assess if he or she can perform the essential functions of the job with or without an accommodation. Any disagreements will be resolved by a doctor mutually agreed to by the parties.

32.15 Extended Leave Without Pay

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

32.16 Nothing in this leave policy overrides the Washington State Law against Discrimination or the Americans with Disabilities Act.

32.17 Return to Work

- (a) If an employee has an alcohol test result of .02% or greater but less than .04%, the employee will be sent home without pay for the remainder of that day. The

employee may return to work in accordance with WSF's substance abuse (drug and alcohol) policy, Section IX. B. Discipline for alcohol as outlined in the Code of Conduct shall not be initiated or implemented.

- (b) The Union reserves the right to object and demand to bargain over WSF's reporting to the USCG alcohol test results of .02% or greater but less than .04%.
- (c) MEBA has not waived any rights to file grievances on behalf of its members or to bargain the reporting requirements during any future negotiations.
- (d) The title of the agreement the employee signs before he or she returns to work will be titled "Return to Work Agreement" so as to conform to the WSF Code of Conduct.
- (e) The employee must successfully complete the recommended rehabilitation and any alleged failure to comply with the recommended rehabilitation program shall be subject to the grievance/arbitration provision in the parties' CBA. At arbitration, the only issue for the arbitrator shall be whether the employee failed to comply with the recommended rehabilitation program. If the arbitrator determines that the employee failed to comply with the recommended rehabilitation program, the arbitrator shall deny the grievance and shall have no authority to mitigate the discipline or discharge.
- (f) Before and after any disciplinary suspension for positive substance abuse results, the employee may use his or her accrued leave or comp time while going through the rehabilitation program.
- (g) The Union has not waived its right to grieve any discipline imposed for an alleged violation of the alcohol or illegal drug policy as outlined in the WSF Code of Conduct.
- (h) WSF shall pay for the cost of any pre-employment, random, reasonable cause/suspicion and split sample testing.

32.18 Union Notification

In all cases where MEBA-represented employees are notified of a positive drug or alcohol test result, WSF shall include the current version of the Union Notification Letter with the letter that notifies an employee that he/she has failed and/or tested positive under the WSF drug and alcohol testing program. It shall be MEBA's responsibility to update or change the Union Notification Letter as needed, and provide WSF with a copy of each update. It shall be the obligation of WSF to include the current version of the Union Notification Letter as outlined above. If WSF believes any update to the Union Notification Letter is not appropriate to send to employees, it will immediately notify MEBA and will continue to send the old version until the matter is resolved.

The parties further agree to the following:

The Union shall have until March 12, 2012 to compile a list of members' names from 7/1/2011 to the date this agreement is signed whose timesheets were reduced or increased, so that the total hours on the timesheet equaled 80 hours.

Additionally, employees leave hours submitted that were increased to 80 hours shall have the option of buying back their leave as originally submitted.

Employees leave hours that were reduced to 80 hours shall have the option of increasing leave hours as originally submitted on the timesheet to 84 hours, and be compensated 4 hours at the overtime rate if the employee actually worked the 7th day.

Moving forward employees' will not be allowed to move their 7th day in order to receive overtime compensation. Overtime will only be compensated if the employee actually worked the 7th day of their scheduled workweek. All timesheets submitted shall equal a minimum of 80 hours comprised of straight time hours worked and/or any form of leave.

Mutually agreed to this 9th day of February, 2012

For the Employer

_____/s/
Jerry Holder – OFM/LRO

_____/s/
Jeff Pelton – WSDOT

For the Union

_____/s/
Jeff Duncan – MEBA

_____/s/
Bill Knowlton - MEBA

LETTER OF UNDERSTANDING

**BETWEEN
MARINE ENGINEERS' BENEFICIAL ASSOCIATION
AND**

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FERRIES DIVISION

This Washington State Department of Transportation, Washington State Ferries Division (Employer), and the Marine Engineers' Beneficial Association (Union), mutually agree to the following to comply with USCG requirement while honoring the CBA.

If an assigned Assistant Engineer desires to request an exemption as listed in the Licensed CBA Section 33.01 (c) and Unlicensed CBA Rule 37.01 (c) the following shall be done:

1. The AE must notify the CE at the beginning of the watch.
2. The CE shall ensure that the requirements of the Licensed CBA Section 33.01 (c) and the Unlicensed Rule 37.01 (c) are met prior to the watch relief.
3. The CE shall re-assign the Oiler #2 that holds an AE license and is qualified (i.e. broken in on vessel) to the position of AE for the purpose of firefighting and the AE shall assume the duties of the Oiler #2 for the purpose of firefighting.
4. When a watch re-assignment has been made, the CE shall log this swap in the log book and notify the vessel Master.
5. The AE must request this exemption for each watch desired and the CE is responsible for ensuring the requirements of the Licensed CBA Section 33.01 (c) and the Unlicensed Rule 37.01 (c) are met for each requested time period.

Mutually agreed to this 30th day of April, 2013

For the Employer

/s/
Jerry Holder – OFM/LRO

For the Union

/s/
Bill Knowlton – MEBA

/s/
Steve Vonheeder – WSDOT

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

Executed this 28th day of June, 2011.

For the District No. 1-PCD, Marine Engineers' Beneficial Association (AFL-CIO):

_____/s/
Mike Jewell
President

_____/s/
Jeff Duncan
Patrolman

For the State of Washington:

_____/s/
Christine O. Gregoire
Governor

_____/s/
Glenn Frye, Chief Negotiator
OFM Labor Relations Office

For the District No. 1-PCD, Marine Engineers' Beneficial Association (AFL-CIO):

/s/

Dave Nolan
Executive Vice President

/s/

Dave Nashif
Branch Agent

/s/

Richard Wagner
Negotiating Committee Chair

/s/

Don Stewart
Negotiating Committee Member

/s/

Bill Knowlton
Negotiating Committee Member

/s/

Andrew Smalley
Negotiating Committee Member

/s/

Kurt Nelson
Negotiating Committee Member