
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**DISTRICT No. 1 – PCD, MARINE
ENGINEERS’ BENEFICIAL ASSOCIATION
(AFL-CIO) (UNLICENSED ENGINE ROOM
EMPLOYEES)**

EFFECTIVE

JULY 1, 2011 THROUGH JUNE 30, 2013



2011-2013

**MARINE ENGINEERS' BENEFICIAL ASSOCIATION (AFL-CIO)
(UNLICENSED ENGINE ROOM EMPLOYEES) 2011-2013**

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

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.

RULE 1 – DEFINITIONS

Specific Definition

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

1.01 Agreement

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

1.02 Employee

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

1.03 Employer

The term “Employer” means the State of Washington.

1.04 Union

The term “Union” means DISTRICT No. 1 – PCD, MARINE ENGINEERS BENEFICIAL ASSOCIATION (AFL-CIO).

1.05 Parties

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

1.06 Termination

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

1.07 Inclement

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

1.08 Demotion

“Demotion” is the act of reducing an employee in rank from his/her present classification or pay rate to a lower classification or pay rate.

1.09 Promotion

“Promotion” is the act of raising an employee in rank from his/her present classification or pay rate to a higher classification or pay rate.

1.10 Extra Service Vessel

An “extra service vessel” is any vessel assigned to a route for the purpose of temporarily providing extended or more frequent service on that route, and not appearing on the current printed schedule in effect at that time.

1.11 Year-Round Positions

The term “year-round positions” or “year-round assignments” is at least forty (40) hours of scheduled straight time work within seven (7) consecutive days, which is expected to exist, during the periods of the lowest level of scheduled service.

1.12 Temporary Position

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

1.13 Vacation Relief Oiler

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

1.14 On Call Employee

The term “on call employee” shall be an employee who may or may not be working on a year round basis, and who is not guaranteed forty (40) hours of straight time pay per week. The employee will be assigned work based on his/her date of hire and availability.

1.15 Work Week

The term “work week” shall be seven (7) consecutive days.

1.16 Lay Up

The term “lay up” shall mean any vessel not on an assigned route or designated as an extra service vessel, and shall not include spare vessels.

1.17 Penalty Pay

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

1.18 Two (2) Week Work Schedule

The term “two (2) week work schedule” is fourteen (14) consecutive calendar days in which an employee is scheduled working days and days off.

1.19 Pay Period

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

1.20 Continuous Employment

Continuous employment shall be broken by resignation, discharge, termination or written notice of layoff.

Other Definitions and Terms

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

RULE 2 – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative of all employees employed at the Washington State Department of Transportation Ferries Division (WSF) and as classified herein 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 application of the provisions of this agreement.

RULE 3 – UNION SECURITY

- 3.01** Pursuant to RCW 47.64.160 all bargaining unit employees shall fulfill a Union security obligation as a condition of continued employment. The Employer shall enforce this obligation by deducting from salary payments, on the receipt of written authorization from the employee, the uniform dues, including initiation fee, required for membership or, for non- members, a fee equivalent to such uniform dues including initiation fee.
- 3.02** The Employer shall deduct from the salary payments of employees all voluntary contributions to the Union’s political action fund and remit the same to the fund. Employees wishing that such deduction be made shall submit a written request therefore in a form agreed upon by the Employer and the Union.
- 3.03** No provision of this Rule shall preclude an employee from executing the right of non- association based on a bona fide religious tenet or teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to dues to a non-religious charity or to another charitable organization agreed upon by the employee affected and the Union.
- 3.04** The Union agrees to indemnify and hold harmless the Employer for any and all liability resulting from such deductions.

RULE 4 - MANAGEMENT RIGHTS

- 4.01** 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 be 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 Rule 16.
- (f) The existence of this clause shall not preclude the resolution of any such grievance on its merits.

RULE 5 – NON-DISCRIMINATION

5.01 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, military status, status as an honorably discharged veteran, genetic information, political affiliation, any real or perceived sensory, mental, or physical disability, Vietnam-era veteran status, 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, layoffs, 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 which 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 not violative of this Agreement are available and appropriate; that the Law neither requires nor permits accommodations that violate this Agreement.

RULE 6 – SCOPE

- 6.01** This Agreement shall apply to all vessels and facilities of the Department of Transportation’s Washington State Ferries engaged in the transportation of passengers, automobiles, and freight on Puget Sound and adjacent inland waters, the Straits of Juan de Fuca, and the waters adjacent to the San Juan Islands and ports in British Columbia. This Agreement shall apply to all unlicensed employees assigned to the Engine Department and shore side maintenance.
- 6.02** The Parties agree that the provisions of this Agreement constitute the complete agreement between the Parties, provided that, any prior understanding executed by the Parties and contained in a letter or memorandum of understanding (MOU) will be continued during the duration of the Agreement unless the subject matter contained in the letter or MOU has been subsequently amended, modified, changed or altered in any way by a term or provision of the Agreement. Also, it is expressly understood and agreed upon that no term or provision of this Agreement may be amended, modified, changed, or altered except by a written agreement executed by the Parties. This clause does not constitute a waiver by either Party of its duty to bargain pursuant to RCW 47.64.

RULE 7 – CREW REQUIREMENTS

- 7.01** The Employer agrees to adopt the following minimum manning schedules as part of this Agreement.
- 7.02** Except in cases of emergency and for movements within the vicinity of Eagle Harbor, each vessel, while in service, shall have a minimum manning as follows:

RHODODENDRON

1 Oiler

Super Class (ELWHA, HYAK, KALEETAN, YAKIMA)

1 Oiler, 1 Wiper

Jumbo Class (SPOKANE, WALLA WALLA)

1 Oiler, 1 Wiper

Jumbo Mark II Class (PUYALLUP, TACOMA, WENATCHEE)

1 Oiler, 1 Wiper

Evergreen State Class (EVERGREEN STATE, KLAHOWYA, TILLIKUM)

2 Oilers

Issaquah Class (ISSAQUAH, KITTITAS, KITSAP, CHELAN, CATHLAMET, SEALTH)

1 Oiler

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

1 Oiler, 1 Wiper

Eagle Harbor

WSF will also continue to assign two (2) Eagle Harbor MEBA Yard Oilers to maintain deactivated vessels and vessels tied up for maintenance based on the current number of vessels being serviced.

WSF retains the ability to adjust the yard oilers needed based on numbers of deactivated vessels and vessels tied up for maintenance. WSF shall give MEBA fifteen (15) days notice if yard oiler positions are to be reduced.

- 7.03** The Employer and the Union agree that every effort will be made to man the vessels of the Employer, while in service, with the standard complement of crew personnel in accordance with the above minimum manning schedules.
- 7.04** Except in cases of emergency and for movements within the vicinity of Eagle Harbor, when any vessel is not manned in accordance with the minimum manning schedules of unlicensed personnel in the Engine Department, the wages of the position(s) shall be divided equally among the employees performing the work of the unfilled position(s). If a crew shortage occurs on a holiday, the holiday rate of pay shall apply.
- 7.05** In the event vessels or facilities are added or if present units are re-engined the Parties shall immediately meet to negotiate the appropriate wages, hours, terms and conditions of employment for any employee(s) assigned to the vessel or facility. In the event the Parties fail to agree within three (3) working days, or any mutually agreed upon extension either Party may invoke the provision of RCW 46.64 for final resolution of the matter.
- 7.06** The wage rates contained in this Agreement for Oilers apply to employees occupying positions aboard and holding U.S. Merchant Mariners documents endorsed as Oiler, and to employees occupying Wiper's positions with ten (10) years or more of service with the Employer as of January 1, 1990, and who cannot obtain Oiler endorsements due to physical reasons. Employees in the latter group shall provide the Employer with official evidence from the United States Coast Guard (USCG) of their inability, due to physical reasons, to secure the Oilers documents.
- 7.07** Employees occupying engine room positions holding U.S. Merchant Mariners documents endorsed as Oiler shall be paid the Oiler's rate of pay.

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

RULE 8 – HEALTH AND SAFETY

- 8.01** The health and safety of employees shall be reasonably protected. The Employer agrees that on all vessels requiring the crew to sleep aboard between shifts the Employer shall furnish sheets, pillow slips, mattresses and blankets to insure sanitary and healthful conditions. The Employer agrees to establish linen lockers aboard each vessel. Linen lockers will be stocked and maintained with adequate mattresses, pillows, pillow slips, sheets and blankets as necessary to insure sanitary and healthful conditions. The Employer will be responsible for the assignment of linens and blankets to each vessel and crew. Soiled linens and blankets shall be returned by the employees who use them, in exchange for clean linens and blankets.
- 8.02** When the Employer is unable to provide sufficient number(s) or adequate sleeping quarters, which are reasonably quiet, equipped to provide hot and cold running water, adequate heating, ventilation and lighting aboard the vessel, the Employer, subject to prior notification and approval, shall provide sleeping quarter(s) ashore or reimburse the affected employee(s) actual expenses upon receipt.
- 8.03** The Employer will reimburse employees for possessions lost, not to exceed four hundred dollars (\$400) which resulted from unprovoked assault, burglary, or robbery that occurred during the course of their work. The employee must provide the Employer with an itemized list of such articles, including replacement value. The Employer will pay the employee the employee's regular straight time rate of pay, including all fringe benefits, less the applicable temporary disability compensation paid by the State of Washington under the Worker's Compensation Statute or the applicable maintenance and cure provisions as provided under the Jones Act and Rule 27 of this Agreement. Such payments shall continue only for the period of time that the employee is considered unfit for duty and such disability is a result of unprovoked assault, burglary, or robbery that occurred during the course of work while on duty.
- 8.04** All MEBA Unlicensed Engine room employee(s) 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:
- (a) Hot and cold running water is available.
 - (b) All engine room galley equipment that is normally available to prepare meals is operational and serviceable.

- (c) Adequate heating, ventilation and lighting are available.
- (d) The vessels sewage system is operational.

RULE 9 – MEAL DISCOUNT

- 9.01** The charge for meals purchased on board the ferries, while on duty or while going to and from duty, by all employees covered under this Agreement, shall be at one-half (1/2) the normal retail price of such meal, rounded upward to the nearest cent. This rule only applies to vessels that provide food service and such service is open to the public.
- 9.02** Employees purchasing meals at a discount shall be required to sign sales slips when served.
- 9.03** Shore side employees working on vessels on the run shall be allowed the same food discount afforded crew members.

RULE 10 – VACATION RELIEF OILERS

10.01 Vessel Movement and Alternate Locations

Employees shall be relieved at the same terminal where they began their duties, and such terminal shall be designated by the Employer. When it becomes necessary for a relief crew to deadhead from their original terminal to another terminal in order to begin and complete their watch, they shall be paid assignment pay in accordance with Rule 19 and mileage in accordance with Rule 10A.

10.02 Assignment Pay

Employees designated as Vacation Relief Oilers shall be assigned a home terminal as close as possible to the employee's residence. Such employees shall be paid assignment pay for hours actually worked, not including time spent traveling to and from work. 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 Oilers except as provided for in 10.01 above. Mileage shall be paid in accordance with Rule 10A.

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

- (a) Familiarization on multiple classes of vessels;
- (b) Performing documented break-in on multiple classes of vessels;

- (c) Proficiency in maintaining, repairing and operating the variety of machinery on multiple classes of vessels;
- (d) Knowledge of AC, DC, and diesel mechanical systems on multiple classes of vessels;
- (e) Knowledge of emergency equipment and safety systems on multiple classes of vessels; and
- (f) Knowledge of vessel bunkering on multiple classes of vessels.

10.03 The Employer will furnish the Union with the names of the employees designated as Vacation Relief Oilers. There shall be a minimum of twelve (12) engine department Vacation Relief Oilers during the summer schedule and a minimum of eight (8) engine department Vacation Relief Oilers during the rest of the year to provide relief coverage for the positions within the system.

RULE 10A – TRAVEL AND MILEAGE PAY

- 10A.01** All travel time shall be paid at the employee's regular straight time pay. Rule 10A shall not apply to employees covered by Rule 10.02.
- 10A.02** No travel time or mileage pay shall be paid to on-call employees, except that when an on-call employee is assigned to a temporary assignment and that assignment includes travel to another location which would entitle a regular non-relief employee to travel time and mileage, the on-call employee shall be entitled to such travel time and mileage.
- 10A.03** Distances and travel times between terminals shall be set forth in Schedule A, attached hereto and made a part hereof.
- 10A.04** The mileage rate for employees who furnish their own transportation shall be that allowed by the State Office of Program Planning and Fiscal Management for use of private automobiles.
- 10A.05** Travel and mileage pay will not be paid to any employee who accepts an inter-department or intra-department transfer, either to a temporary or permanent position.
- 10A.06** Employees shall be paid mileage and travel time, both ways, for the distance between the terminal nearest their home or their regular relieving terminal and the temporary relieving terminal whichever is less, in accordance with Schedule A, in the following circumstances:
- (a) When vessels are temporarily assigned to repair yard or berth or to other than their regular routes and the regularly assigned employees are retained with the vessel.

- (b) When employees are, at the Employer's initiative, taken off their vessel or away from their terminal and temporarily assigned to a vessel on a different route or to a different terminal.

Employees assigned to more than one (1) route or terminal shall be assigned home terminals as close as possible to the employee's residence. Such employees shall be paid mileage and travel time, in accordance with Schedule A, for the distance between the home terminal and the terminal to which assigned.

10A.07 If the Employer requires an employee to use a private car for travel between terminals, travel pay, if any, and mileage will be paid in accordance with Schedule A.

10A.08 Employees on assignments of more than thirty (30) days scheduled duration for other than routine annual maintenance at Eagle Harbor or other shipyards, shall be entitled to travel pay and mileage in accordance with Rule 10A.06 herein above.

However, at the option of the Employer, reasonable living quarters may be furnished in lieu of daily travel pay and mileage. The employee will be entitled to the daily maximum per diem in accordance with State per diem regulations, and travel pay and mileage for one (1) trip per week to and from the shipyard in accordance with Rule 10A.06 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.

10A.09 Parking

(a) 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.

(b) 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.

- (c) 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.

RULE 11 – MINIMUM MONTHLY PAY AND OVERTIME

11.01 The overtime rate of pay for employees shall be at the rate of one and one-half (1 ½) times the straight time rate in each classification in accordance with all applicable terms of the collective bargaining agreement (CBA).

11.02 When work is extended forty-eight (48) minutes or less beyond the regular assigned twelve (12) hour work day, or eighteen (18) minutes or less beyond twelve and one-half (12 1/2) hours of a regular assigned work day, such time shall be paid at the overtime rate in six (6), twelve (12), eighteen (18), twenty-four (24), thirty-six (36), and forty-eight (48) minute increments. Should work be extended by more than forty-eight (48) minutes, the time worked beyond the regular assigned twelve (12) hour work day or eighteen (18) minutes beyond twelve and one-half (12 ½) hours of a regular assigned work day, shall be paid at the overtime rate in increments of one (1) hour. Such extended work shifts shall not be scheduled on a daily or regular basis. Crew members required to work more than one (1) shift without a break shall be paid as follows:

The first scheduled shift shall be paid at the straight time rate; the second shift shall be at the overtime rate; the third shift shall be at two and one-half (2 ½) the straight time rate, unless the employee has had a minimum of a six (6) hour break preceding the third shift excluding travel time.

11.03 Employees called to work prior to their regular scheduled shift shall receive the overtime rate of pay in increments of one (1) hour for early call-out. Early call-outs shall not be on a daily or regularly scheduled basis.

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

- 11.05** Employees called back to work after completing a scheduled shift and released prior to starting their next scheduled shift shall be paid at the overtime rate, with a minimum of eight (8) hours.
- 11.06** An employee may refuse call back assignments on scheduled days off or scheduled vacation, and shall not be discriminated against for refusing said assignments.
- 11.07** Employees called back to work on their scheduled assigned days 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.
- 11.08** The Employer agrees that overtime shall be equalized on each route and terminal, insofar as is practical, and every effort shall be made to equalize overtime within the System.
- 11.09** All employees in year-round positions and designated Vacation Relief Oiler positions as defined in Rule 1.13 shall be guaranteed forty (40) hours of pay per one (1) week work schedule or eighty (80) hours of pay per two (2) week work schedule, as set forth elsewhere in this Agreement. This provision shall not apply to on call employees.
- 11.10** Overtime shall be paid to each employee required to work an extended work day as a result of a time changeover from Pacific Daylight Savings Time to Pacific Standard Time.
- 11.11** Engine room employees shall submit a cycle time pay order at the end of each eight (8) week engine room period. Cycle time pay order will be completed by the chief engineer whether or not there is any cycle time payable.

RULE 12 – ON CALL EMPLOYEES

- 12.01** An employee reporting to a shift shall be paid not less than eight (8) hours straight time pay for each shift worked.
- 12.02** On call employees may be employed subject to the following conditions:
- (a) All hours worked in excess of twelve (12) hours in any day or eighty (80) hours in any two (2) week work schedule shall be paid at the overtime rate, provided that employees who are working in positions which are affected by other overtime provisions in the Agreement or its Appendices shall be paid overtime as provided for in such provisions.

- (b) Employees shall be dispatched chronologically by date of hire except when the employee is unable to respond timely to an assignment of one (1) day or less.
- (c) Sick Leave. On call employees may accumulate sick leave on a pro rata basis, but may not use it until such time they are assigned to a scheduled position.
- (d) Annual Leave. On call employees shall accumulate annual leave on a pro rata basis, and may request a vacation of not less than five (5) consecutive days, when mutually agreed to by both the employee and the Employer. Leave may not be taken until the employee has worked one thousand forty (1,040) hours.

RULE 13 - PASSES

- 13.01** The Employer shall, upon application, issue, to any employee continuously employed for at least six (6) months, annual passes authorizing free passage for the employee and the employee's spouse and dependents, as well as for the employee's motor vehicle and tow on all vessels of the Employer.
- 13.02** The Employer shall, upon application, issue to any employee continuously employed for at least two (2) years an additional vehicle pass authorizing free vehicle passage for the employee's spouse on all vessels of the Employer.
- 13.03** Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee, employee's spouse, or dependents, except as otherwise provided in this Rule.
- 13.04** Every employee who is retired under the provisions of the State Employees Retirement System or who is disabled shall be issued annual passes authorizing free passage for such employee, spouse, and dependent members of their family, together with their motor vehicle, on all vessels of the Employer.
- 13.05** 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. Vehicle passes shall be used only on a space available basis. Nothing contained in this Rule shall be construed as applying to any employee engaged in traveling to or from work with the Employer.
- 13.06** 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.

- 13.07** 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 WSF code of conduct.

- 13.08** 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.

RULE 14 – VISITATION

- 14.01** Upon prior notification, authorized representatives of the Union shall be allowed to go to the Employer's property and on board vessels covered by this Agreement. The Employer will issue each duly accredited representative a pass for such visits, to include vehicles.
- 14.02** It is not the intent of this Rule to circumvent the provisions of Rule 13

RULE 15 – STRIKES, WORK STOPPAGES AND LOCKOUTS

- 15.01** Pursuant to RCW 47.64, 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 the Labor Agreement and/or RCW 47.64

RULE 16 – GRIEVANCE PROCEDURE

- 16.01** The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Rule provides a formal process for problem resolution
- 16.02 Terms and Requirements**
- (a) Grievance Definition
A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this

Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Rule includes the term “grievants.”

(b) Filing a Grievance

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

(c) Computation of Time

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

(d) Failure to Meet Timelines

Failure by the Union to comply with the initial thirty (30) deadline contained in 16.3A, 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 Rule are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

16.03 Filing and Processing

- (a) Filing
A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or should reasonably have known of the occurrence. This thirty (30) day period may be used to attempt to informally resolve the dispute.
- (b) Processing
Step 1 – Director of 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 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 (1) party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires

a copy of the transcript, it will pay for one-half (1/2) 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.

16.04 Union Stewards

Union Stewards. The Union may elect or designate Union Stewards by classification within each department (who shall be recognized by the Employer). The Union Steward is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of 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.

- 16.05** 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.

- 16.06** 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 Rule and an employee or the Union pursues the same grievance through any other channel or method, then the Union and the employee agree that the grievance shall be considered to have been abandoned.

- 16.07** 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.

RULE 17 – JOINT LABOR MANAGEMENT COMMITTEE

- 17.01** There shall be a Joint Labor Management Committee consisting of three (3) Employer representatives and three (3) Union representatives, which shall be

maintained by both Parties during the life of this Agreement. When appropriate and agreed upon by the Parties, other individuals may participate in such meetings.

17.02 Employees who serve on the Committee shall be compensated by the Employer up to one (1) full day's pay at the applicable straight time rate of pay when meeting with the Employer and performing the duties of the Committee.

17.03 The Employer and the Union will jointly schedule Committee meetings and establish meeting agendas. It is agreed upon between the Parties that Committee meetings will be held at least once a month.

17.04 The duties of the Committee will be as follows:

- (a) To allow an exchange of information regarding the Employer's operations which may include scheduling, policies and rules affecting bargaining unit employees, and other areas of mutual interest or concern.
- (b) To serve in the capacity of a Safety Committee and specifically to address the following issues:
 - 1. To discuss safety and sanitation problems;
 - 2. To review employee accidents and their cause and prevention;
 - 3. To periodically review safety policies governing safety and sanitation; and
 - 4. To monitor the facilities of the Employer to guarantee that safety related problems have been discovered and remedied.

17.05 It is expressly understood and agreed that Committee meetings will not be for the purpose of negotiations nor will grievances filed pursuant to Rule 16, Grievance Procedure contained within the Agreement, or otherwise pending before any Commission or tribunal of competent jurisdiction be discussed or considered by the Committee.

17.06

- (a) 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.
- (b) 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.

- (b) 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.

RULE 18 – EMERGENCY SERVICE

18.01 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.

RULE 19 – CLASSIFICATIONS AND RATES OF PAY

The wage rates are as follows:

Effective July 1, 2011 through June 29, 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, which shall be in effect through June 29, 2013. The three percent (3%) wage decrease shall not apply to the cashing out of:

- (a) Annual Leave
- (b) Sick Leave
- (c) Compensatory Time

Position	ST/HOUR	OT/HOUR
YARD OILER	\$23.72	\$35.57
OILER	\$22.53	\$33.80
YARD WIPER	\$20.88	\$31.33
WIPER	\$19.85	\$29.77
WIPER (temporary)	\$19.41	\$29.11
WIPER (employees who worked less than one-thousand forty-four (1,044) straight time hours with the Employer)	\$18.93	\$28.40
 Assignment Pay:	 ST/Hour	 OT/Hour
Relief Oiler	\$26.60	\$39.90
Relief Yard Oiler	\$28.00	\$42.00

Assignment Pay shall not apply to:

- (a) Annual Leave
- (b) Sick Leave
- (c) Compensatory Time

Effective June 30, 2013

Position	ST/HOUR	OT/HOUR
YARD OILER	\$24.45	\$36.68
OILER	\$23.23	\$34.85
YARD WIPER	\$21.53	\$32.30
WIPER	\$20.46	\$30.69
WIPER (temporary)	\$20.01	\$30.02
WIPER (employees who worked less than 1,044 straight time hours with the Employer)	\$19.52	\$29.28

Assignment Pay:	ST/Hour	OT/hour
Relief Oiler	\$27.30	\$40.95
Relief Yard Oiler	\$28.73	\$43.10

Assignment Pay shall not apply to:

- (a) Annual Leave
- (b) Sick Leave
- (c) Compensatory Time

The use of the following power tools entitles the user to one dollar (\$1.00) per straight time hour increment: chipping hammers, scrapers, wire brushes, spray painting equipment, jitterbugs, and deck grinders. The increment for overtime hours will be two dollars (\$2.00) per hour.

RULE 20 – VACATIONS

20.01 Each employee with a minimum of six (6) continuous months of employment shall receive one (1) working day of vacation leave, with full payment for each month of completed employment up to and including twelve (12) months. Additional bonus days of vacation leave will be credited for satisfactorily completing the first two (2), three (3), four (4), five (5), fifteen (15), and sixteen (16) years of continuous employment.

20.02 For employees who are hired prior to June 30, 2011, vacation leave, in accordance with the above, will be credited on the following basis:

6 months	48 hours
7 months	56 hours
8 months	64 hours

9 months	72 hours
10 months	80 hours
11 months	88 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	176 hours

For employees who are hired on or after June 30, 2011, vacation leave, in accordance with the above, will be credited on the following basis:

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	176 hours

20.03 Vacation leave shall be taken at a time mutually acceptable to both Employer and employee. Vacations shall be scheduled to coincide with the employee's regular days off. Vacation scheduling will commence no later than November 1st for the succeeding year.

20.04 Each employee shall be entitled to accrue vacation leave not to exceed three hundred twenty (320) hours. Any employee 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 paragraph is that no employee may retire with more that two hundred forty (240) hours accumulated leave credits upon retirement.

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

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

- 20.07** A re-employed or reinstated employee must again serve six (6) months of continuous employment before the employee is entitled to use vacation leave.
- 20.08** Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) months.
- 20.09** All accumulated annual vacation leave is allowed when an employee leaves the Employer's employment for any reason.
- 20.10** Vacation pay shall be computed on the basis of the straight time rate in effect at the time the vacation is taken. An employee may request an annual statement showing the employee's unused vacation leave.
- 20.11** Vacation credits as set out in Rule 20.01 shall be pro-rated and credited on a monthly basis.
- 20.12** Vacation accruals for part time and on call employees will be computed on an hourly basis (treating eight [8] hours as one [1] working day), based on the ratio of hours worked to normal straight time hours worked by scheduled employees during those periods.
- 20.13**
- (a) 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 employee's days off. Neither the designated vacation period nor the designated Vacation Relief Oiler's schedule shall be changed with the exception of sickness or injury befalling one of the affected employees. Vacation Relief Oiler(s) assignments, listed on an Unlicensed Engine Room employee's yearly vacation schedule, shall be filled only by a designated Vacation Relief Oiler unless none are available. Vacation Relief Oilers will be notified a minimum of a one (1) week in advance of assignment to fill an employee's scheduled vacation. If there are no vacation periods to be covered, the Vacation Relief Oiler(s) may be used to cover any type of absence in an unlicensed position.
 - (b) 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.
 - (c) 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 employees' Committee and the Employer's representatives to compile a similar vacation schedule with the 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 Oilers for a change in assignment. The representatives of the Union shall also participate in the compiling of any new vacation schedules.

RULE 21 – SENIORITY AND ASSIGNMENTS

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

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

21.03 Elimination of Year-Round Assignments.

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

21.04 Establishing Seniority

- (a) An employee's hire date shall become the employee's seniority date on the date the employee is assigned to year-round employment in a designated department, or on the date on which the employee completes one thousand forty-four (1,044) straight time hours of work with the Employer, whichever occurs first; provided that, for job bidding purposes, Oilers shall use the date of their Oiler Endorsement on their U.S. Merchant Mariner's Document, or their date of hire with the Employer, whichever is later. The provisions of this paragraph shall not operate to change any seniority date established prior to April 1, 1985.
- (b) It is understood and agreed, that the "date of hire" will be used, prior to an employee attaining seniority as provided in 21.04(a), for all non year-round assignments. Further, it is agreed that the employee's date of hire may be adjusted from time-to-time resulting from the employee's non-availability to work, provided the Employer substantiates the employee's non-availability by certified U.S. Mail, and the employee does not respond or state he/she is available for assignments within fifteen (15) calendar days.
- (c) Employees filling year-round positions on a temporary basis will not accrue seniority in that temporary assignment, but will continue to accrue seniority in their permanent assignment and position.

- (d) Department Seniority. Seniority shall be established by classification(s) within the Engine Department in two (2) categories: (1) Oiler; (2) Wiper. Any employee assigned as Yard Oiler or Yard Wiper shall retain his/her seniority in the classification they held prior to the assignment.

21.05 Seniority Roster

On February 1st of each calendar year, the Employer shall furnish the Union with seniority rosters showing the names of employees assigned to year-round jobs. The Employer shall also post these rosters in places accessible to employees. These rosters will be subject to correction at any time by either the Employer, employee or Union Representative, who shall substantiate the employee's correct seniority date, provided that, if said corrections are not brought to the attention of the Employer, in writing within sixty (60) calendar days of February 1st, then the Employer will not be required to make any retroactive wage or staffing adjustments resulting from any correction to an employee's seniority date.

21.06 On Call Employee Lists

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

21.07 Filling of Vacancies

- (a) Employees interested in vacant year-round 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 requests, 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 requests cannot be made. Requests may be renewed no earlier than November 1st, for the following year. These requests 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 vacation request forms.
- (b) When a vacancy occurs in a year-round 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.
- (c) 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. Unlicensed Engine Room employees wishing to be considered for these additional openings should make certain that they have filed a request to be notified of all openings with the Dispatch Office. See Rule 21.07(a) in the Unlicensed Engine Room Employees’ 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 sixty (60) or more day delay between the award of the initial vacancy and the filling of that vacancy. 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.

- (d) When a year-round opening occurs, the most senior year-round employee 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 year-round employee 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 year-round employee in the classification with a request on file until all such requests have been exhausted, then;
 - 2. It shall be offered to the most senior employee who does not have a year-round assignment. In the event the employee refuses the assignment, the employee’s date of hire will be adjusted to the least senior position on the on call list.
- (e) When a year-round employee accepts a temporary promotion within the bargaining unit the employee may return to the employee’s former assignment at the completion of the temporary assignment.
- (f) Any employee who has established seniority and is elected or appointed to any full-time office in the Union or who is transferred to a position in management shall retain seniority status throughout either term or terms in office or for the duration of employment with management, and may thereafter return to his/her former job assignment.
- (g) Working All Days or Night Shifts
Engine room crew members who share the same work week on opposite watches and wish to work only day watches or only night watches shall be allowed to providing all the following conditions are met:

1. MEBA Representative must agree to these proposed working conditions.
2. All effected crewmembers must agree to these proposed working conditions. If at anytime, 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 schedule has a difference between schedule 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 on-call or relief personnel.

21.08 Termination of Bargaining Unit Seniority

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

21.09 Voluntary Demotion

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

21.10 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 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 (2nd) 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 (1) of three (3) vacancies shall be filled by dispatching an Engineer from the MEBA hall. Two (2) 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 Oilers' promotional roster who has accepted the temporary promotion or either by 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 Oilers' 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 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)

1. Two (2) of every three (3) permanent Assistant Engineer vacancies shall be filled off the WSF Oiler promotion list, with the third (3rd) 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 days written notice to WSF, the Union may require that the parties return to filling every-other permanent A/E vacancy through the MEBA Hiring Hall.
 5. All other permanent vacancies shall be filled in accordance with Section 2(a) of the Licensed Engineer Officers Agreement.
- (c) For purposes of this Rule, “qualified” means possessing the required license and having been signed off by the Staff Chief Engineer or his/her designee as having successfully completed a break-in period and having completed all break-in requirements, which will also be required for any Assistant Engineer from the Union Hall. The Employer will provide break-in requirements and training opportunity in conjunction with the MEBA School.
- (d) For purposes of this Rule, an employee’s seniority date shall be the employee’s initial license date or date of hire by the Employer, whichever is more recent. The Union and the Employer shall meet to determine the initial seniority list under this Paragraph.

21.11 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.

RULE 22 – WELFARE

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

RULE 23 – SICK LEAVE

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

ratio of hours worked to normal straight time hours worked by regular employees during those periods.

- 23.02** An employee may, at the employee's option, use vacation leave in lieu of sick leave but may not use sick leave in lieu of vacation leave, except as otherwise provided in Rule 23.04.
- 23.03** Sick leave may be claimed from the accumulated days of credit for any employee for the following reasons:
- (a) For illness or injury which incapacitates the employee to the extent that the employee is unable to perform his/her work;
 - (b) For preventive health care, provided such care cannot be reasonably scheduled during non-work time and the employee notifies his/her supervisor in advance of such appointment.
 - (c) For the period of time that a woman is sick or temporarily disabled because of pregnancy or childbirth, in accordance with terms set forth in this Rule.
- 23.04** Sick leave up to five (5) days in any one instance may be claimed and taken for a death in the immediate family, or to attend the funeral of a member of the employee's family, which shall include the following relatives: Any relative living in the employee's household, as well as the employee's wife, husband, state registered domestic partner as defined in RCW 26.60.020 and 26.60.030, parent, grandparent, brother, sister, child of the employee, grandchild, aunt, uncle, father-in-law, son-in-law, daughter-in-law, mother-in-law, brother-in-law, sister-in-law, provided, however, that the Employer may extend such sick leave upon reasonable request.
- 23.05** Whenever an employee is injured or contracts a contagious or infectious disease in the line of duty, the employee's wages may be extended by the Employer.
- 23.06** Sick leave up to three (3) days in any one (1) instance may be claimed and taken by an employee after notifying the employee's superior when a member of the employee's immediate family, as defined in Rule 23.04, is ill or injured.
- 23.07** All sick leave claims must be made on forms provided for that purpose and requiring the sworn signature of the employee. A supply of such forms shall be maintained on board each vessel and at all terminals as well as at the general offices.
- 23.08** No payment of wages chargeable to sick leave credits shall be made until a claim form prepared and executed by the employee or, in the case of the employee's incapacity, by a supervisory employee in the general offices is received by the Employer.

- 23.09** For claims of more than five (5) working days, the employee must secure a verifying statement from the employee's doctor to support the claim, and such statements should be sent in as soon as possible after the period of absence is over.
- 23.10** The Employer may request, at its option, a verifying statement from the employee's doctor to support claims of five (5) working days or less.
- 23.11** No sick leave claims shall be honored for time loss for which the employee is receiving State of Washington Industrial Insurance time loss payments. (Worker's Compensation), wage loss benefits under a health and welfare benefit trust or daily maintenance (Rule 27.01).
- 23.12** All accumulated sick leave credits shall follow any employee who is transferred to another department of the State of Washington.
- 23.13** Each employee's sick leave credit days are canceled automatically upon the employee's termination of service. Terminating employees do not receive sick leave credit for the month in which they terminate unless they work at least eighty-four (84) hours in the month.
- 23.14** All accumulated sick leave may be restored when a previously separated employee is re-employed on a permanent basis.
- 23.15** Sick leave may be extended by the State Director of Transportation after all accumulated sick leave is used when an employee is injured in the line of duty (except when covered by industrial insurance) or contracts a contagious or infectious disease through exposure to such disease in the line of duty.
- 23.16** In the event that further legislation is enacted providing additional remuneration of general government employees of the State of Washington (covered by RCW Chapter 41.06 State Civil Service Law) for unused sick leave, this CBA shall automatically be reopened for the purpose of negotiating similar changes in provisions for remuneration of employees covered by this Agreement.

RULE 24 – SEVERANCE PAY

- 24.01** It is hereby agreed that any claims for severance payment to any employee who may lose employment because of the abandonment of routes due to the construction of bridges or tubes replacing the then existing ferry routes, excepting the Lofall-Southpoint and Salsbury Point-Shine routes, and the application of seniority provisions under the present 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.

24.02 It is further agreed that details of this Rule will be mutually agreed upon between representatives of the Union and the Employer, such ultimate agreement to be contained in a separate document drawn for that purpose.

RULE 25 - HOLIDAYS

25.01 Holidays are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Past MEBA President Jesse Calhoun'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) newly recognized by the State. All employees required to work on holidays shall be paid at the straight time rate of pay with an additional one (1) hour's pay for each hour worked during the period from midnight to midnight of the holiday.

25.02 Regular year-round employees who are not scheduled to work on a recognized holiday and who otherwise work their assigned watches immediately preceding and following the holiday (unless absent on paid leave) shall receive one (1) extra day's pay on account of the holiday not worked. This shall also apply to temporary employees, with respect to any recognized holiday which is not worked and which occurs within the duration of a full-time assignment lasting thirty (30) consecutive calendar days or more.

25.03 An On Call employee, as defined by Rule 1.15 of this Agreement, shall be paid double the straight time rate of pay for each hour worked on a holiday (midnight to midnight). An On Call employee not scheduled to work a recognized holiday shall receive eight (8) hours holiday pay at the straight time rate of pay if the employee worked eighty-four (84) hours in the fourteen (14) day work period prior to the week the holiday is recognized.

25.04 Employees shall receive double their regular rate of pay when called back to work on a scheduled day off that falls on one (1) of the above listed holidays in addition to compensation provided for under Rule 25.02 above.

RULE 26 – COMPENSATED HOLIDAYS

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

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

26.03 Such election may be made on the employee's pay order covering the particular holiday by designating the holiday hours as compensatory, instead of holiday time.

26.04 An employee desiring to use accumulated compensatory time off must submit a written request to the Employer at least two (2) weeks in advance indicating the

number of compensatory days off requested, which shall be taken in increments of at least two (2) days at such time as mutually agreed between the employee and the Employer. Such written requests, approved by the Employer, shall be solely on a first come first served basis and seniority shall not be a consideration. By mutual agreement between the parties, compensatory time off may be taken for emergencies of two (2) days or less provided an employee is available to relieve.

- 26.05** No more that twenty-four (24) days of such compensatory time off may be accumulated by each employee. All accumulations beyond twenty-four (24) days shall be paid in cash, and all accumulated compensatory time off shall be taken prior to retirement.
- 26.06** Each pay receipt provided to each employee by the Employer shall separately state the number of accumulated holiday compensatory hours with which the employee is credited as of the end of the pay period for which the receipt is issued.
- 26.07** Whenever an employee is called back or required to work on a regularly scheduled day off which falls on a holiday, each such employee shall be entitled to an additional two (2) days pay.

RULE 27 – MAINTENANCE AND CURE

27.01

- (a) When any member of the crew of a vessel is entitled to daily maintenance, it shall be paid at the rate of thirty dollars (\$30.00) per day.
- (b) Transportation to a hospital shall be furnished by the Employer if the employee becomes ill or is injured on duty. Furthermore, return transportation to the employee's vessel, temporary work site, or home shall be determined in consultation with the employee and undertaken at the employer's expense.
- (c) The Employer agrees to notify the Union of all injuries to employees when such injuries occurred while on duty.
- (d) The Employer recognizes the right of the Union to intercede on questions which may arise under the application of this Rule.

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

27.03 Crew personnel will be reimbursed for the loss of personal effects, equipment, or instruments resulting from shipwreck, stranding, sinking, burning or collision of the vessel in an amount not to exceed four hundred dollars (\$400). Where a claim

is based upon theft, the Employer may require evidence that the loss was not due to the employee's neglect. The employee must provide the Employer with an itemized list including replacement value.

RULE 28 – STANDARD DRESS

- 28.01** All employees covered by this Agreement shall be required to wear the standard uniform in accordance with the Employer's published dress code. During inclement weather employees shall be permitted to wear foul weather gear including a watch cap.
- 28.02** The standard uniform will be required to be worn at all times while on duty.
- 28.03** In view of the Employer requiring the above standard uniform to be worn, and the mutual recognition by the parties hereto that employees are to be neat, well groomed, and that the standard uniform which is worn is maintained in good condition; the Employer will furnish to the employee an adequate number of uniforms to comply with this Rule. Furthermore, following the initial distribution of uniform(s), the Employer will replace damaged or timeworn uniform pieces when necessary and upon proper verification. Replacement of uniform pieces will be subject to established quantities specified by the Employer which it may change from time to time as necessary to ensure a sufficient quantity.
- 28.04** The Employer also agrees to furnish and to maintain coveralls for engine room personnel. In the event it is determined that other uniform garments require dry cleaning a mutually agreeable cleaning cycle and allowance will be agreed to by the parties as necessary for the proper maintenance of the garment(s).
- 28.05** The Employer agrees to maintain during the duration of this Agreement the uniform(s) as described in the published dress code.

RULE 29 – WORKING CONDITIONS (GENERAL)

- 29.01** When a crew is required to deliver a vessel to a point other than its relieving terminal, time will be continuous until the crew is returned to its normal relieving terminal provided that the members of such crew take the first ferry en route to the relieving point.
- 29.02** All confined spaces shall be properly ventilated prior to and during painting.
- 29.03** There shall be no painting, chipping, scraping, soogying, or any maintenance or sanitary work performed from ladders, scaffolds, staging or boxes while vessels are under way. There shall be no maintenance work performed on car decks when vehicles are moving on those decks. No maintenance shall be performed over the side of vessels while propellers are turning.

- 29.04** Employees shall not be required to soogy any areas of the vessel when the temperature is below forty (40) degrees in the area to be soogied. This Rule will not apply when the vessel is in lay-up status.
- 29.05** Before the Employer changes any vessel running schedule, the Employer will meet with the Union, if requested to do so, to advise and discuss the changes with the Union.
- 29.06** Oilers will not be responsible for cleaning the officer's areas.
- 29.07** Each employee will be given a duplicate pay order by his/her supervisor showing straight time worked, overtime worked, and penalty time worked. This pay order will be supplemented by a record of any pay claims by the employee which are disputed, together with an explanation by the supervisor of the reasons.
- 29.08** Licensed officers assigned to vessels in a licensed capacity shall not perform work normally assigned to unlicensed personnel except in case of emergency.
- 29.09** The Employer will establish maintenance stations for engine room personnel. The appropriate officers will see that these stations are maintained properly by those crew members so assigned.
- 29.10** Employees will not be required to open, enter, or work in sewage holding tanks.
- 29.11** Employees required to work in a higher classification will be paid at the pay equal to the higher classification for the period equal to the time in which the employee worked in the higher classification; unless more than four (4) hours is worked in a higher classification, then payment will be for eight (8) hours at the higher rate of pay. Designated Vacation Relief Oilers responding to an assignment shall receive the Oiler rate of pay.
- 29.12** Engine room employees on Passenger Only Vessels will not normally be assigned to traditional deck duties other than handling the tie-up lines on arrival and departure.

RULE 30 – PENALTY PAY

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

- 30.03** Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or if employee comes in physical contact with sewage while exercising due care in the performance of their duties. Two (2) hour minimum.
- 30.04** Manually transferring drums, and/or containers labeled as hazardous or dangerous on or off the vessel at any location. One-half (1/2) hour minimum. For the purposes of this paragraph, containers labeled hazardous or dangerous shall mean ones with a HMIS Health Hazard Rating of three (3) or four (4).
- 30.05** When required to clean up excrement and/or vomit.
- 30.06** Work performed in steering gear spaces, except that required for normal in-service inspection, or emergency operation of the vessel. This will not apply to vessels in lay-up status. One-half (1/2) hour minimum.
- 30.07** Oil changes to steering gear units. This will not apply to vessels in lay-up status. One-half (1/2) hour minimum.
- 30.08** Opening, entering, and working in sewage holding tanks. However, employees shall not be discriminated against for refusing to enter or work in sewage holding tanks. Two (2) hour minimum. Tanks shall receive a gas-free certificate prior to the commencement of work, and protective clothing, safety devices, etc., necessary to the work at hand shall be furnished by the Employer.
- 30.09** Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or if employees come in physical contact with sewage while exercising due care in the performance of their duties. Two (2) hours minimum.
- 30.10** Engine room personnel performing work that requires the entire body to be below the engine room deck plates including tank tops. One (1) hour minimum.
- 30.11** Entering and working in voids, tanks, fuel tanks, air bottles, boilers, engine manifolds, cylinders and heat exchangers. One-half (1/2) hour minimum. Tanks and voids shall receive a gas-free certificate, if required, prior to the commencement of the work, and protective clothing, safety devices, etc., necessary to do the work at hand shall be furnished by the Employer.
- 30.12** Cleaning air boxes, soot pots, the inside of the drive motors, including rebrushing. One (1) hour minimum.
- 30.13** Engine room personnel pulling pistons, engine cylinder heads, liners, and rolling out main bearings. For these tasks, a minimum of one-half (1/2) hour shall be paid. This will not apply to vessels in lay-up status.
- 30.14** Maintaining, repairing and cleaning machinery which incorporates the use of asbestos or is impregnated with asbestos. However, the employee shall not be discriminated against for refusing to work on this machinery. Two (2) hours minimum.

- 30.15** Cleaning, servicing and repairing dumbwaiters or elevators including the shaft and pit. Two (2) hour minimum.
- 30.16** Manually cleaning and/or washing down engine top deck, intake manifolds and the base of the engine. This Rule pertains to major overhaul, such as power pack changes, turbo-charger changes, etc., but does not include accessory drive equipment or normal routine preventive maintenance. One-half (1/2) hour minimum.
- 30.17** Changing air supply filters or working in filter voids. Changing oil and cleaning main engine air intake filters. Changing air filters and cleaning filter boxes. One-half (1/2) hour minimum.
- 30.18** Cleaning and/or painting of the main engine room tank tops or bilge pockets. Bilge pockets will include the area directly below the auxiliary and vital oil pans. Two (2) hours minimum.
- 30.19** Re-setting fire dampers outside of the machinery spaces on the Jumbo Class Ferries and the Super Class ferry M.V. ELWHA. Two (2) hour minimum.
- 30.20** Preparing for and painting in uptakes or shaft alleys. One-Half (1/2) hour minimum.
- 30.21** Working with hazardous or dangerous labeled compounds. Employees shall not be discriminated against for refusing to work with said labeled compounds. For purposes of this paragraph, hazardous or dangerous labeled compounds shall mean ones with a HMIS Health Hazard Ratings of three (3) or four (4).

The following rules shall only be applicable to the Issaquah Class Ferries:

- 30.22** Opening main engine base doors and performing routine preventative maintenance below the deck plates. One-half (1/2) hour minimum.
- 30.23** Changing lube oil filters on main engine(s) when wiping out lube oil filter canisters. One-half (1/2) hour minimum.

RULE 31 – ALLOWANCE FOR SCHOOLING AND UPGRADING

- 31.01** The Employer will participate in a program which will enable qualified unlicensed vessel employees who have three (3) years seniority with the Employer to secure an Original License as Chief Engineer or Assistant Engineer that meets the USCG manning requirements for WSF vessels.
- 31.02** The Employer, subject to the employee receiving prior approval, shall reimburse any employee who qualifies under the provisions of this Agreement for the employee's tuition at an approved school upon proper presentation of receipt, and payment for wages lost while attending school, not to exceed thirty (30) days pay at the employee's prevailing straight time wage. An additional five (5) days pay

at the same rate will be allowed while the employee is writing his/her examination, for a total of thirty-five (35) days pay. Such payment will be made only when the employee successfully completes the examination and presents the License for not less than those capacities stated above.

31.03 For an employee to be qualified under this Agreement, he/she must have not less than three (3) years of continuous service with the Employer and must be so employed at the time of applying for the License.

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

31.05 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 fifty cents (\$0.50) per day per unlicensed engine room employee. Such training shall be subject to the provisions of this section except tuition costs.

31.06 Unlicensed engine room employees shall have the same training benefits as licensed employees, which include:

(a) Upon written request and the approval of the Employer, whenever an Unlicensed Engine Room Employee listed on a seniority roster attends any class, seminar, course, school, or otherwise increases his/her qualifications as an Unlicensed Engine Room Employee or higher-grade Engineer Officer in any manner which pertains to the operations of the Employer, the Employer shall pay all of such Unlicensed Engine Room Employee'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 upon successful completion. The 160 hours can be taken consecutively, in two (2) blocks of eighty (80) hours each, in four (4) blocks of forty (40) hours each or in any combination thereof, so long as the total in any calendar year does not exceed one hundred 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 on call or vacation relief engine room employees are available.
4. Training opportunities are to be evenly divided between licensed and unlicensed.

- (b) Additionally, 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 31.06 (a)(1), 31.06 (a)(2) and 31.06 (a)(3) are met.

31.07

- (a) 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 regularly scheduled day off.
- (b) Voluntary training is defined as attending a training course on a voluntary basis either:
 - 1. When on scheduled work days being relieved from assigned duties and compensated at twelve (12) hours straight time wages with mileage if applicable, or
 - 2. If attending on scheduled days off, receiving straight time wages with travel time and mileage for attendance.
- (c) Employees who wish to be considered for attendance in training course 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 voluntary basis will not be discriminated against.

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 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.

32.06 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.

32.07 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.

32.08 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.

32.09 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.

32.10 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.

32.11 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.

32.12 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.

32.13 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.

32.14 Leave Without Pay

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

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

32.16 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.

32.17 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.

RULE 33 – PROBATIONARY PERIODS

- 33.01** Newly hired employees shall serve a probationary period of five (5) calendar months. The employee may be terminated during the probationary period or at the end of a probationary period for a bona fide reason(s) relating to the business operation and said employee shall not have recourse through the grievance procedure.
- 33.02** An employee promoted to a position within the bargaining unit shall serve a probationary period equal to one thousand forty-four (1,044) straight time hours and shall receive the appropriate rate of pay for the position during such probationary period. An employee determined to be unqualified for the position during or at the end of the probationary period shall be returned to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position. It is further agreed that during the probationary period the employee may choose to return to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position.

RULE 34 - SAVING

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

RULE 35 – UNION NEGOTIATING COMMITTEE

35.01 The Employer recognizes the establishment of the Union's Negotiating Committee. The Employer will provide a relief to allow a member of the Negotiating Committee to perform the duties of the Committee. The Employer will not be required to pay any wages to the member of the Committee during those times that the member is performing his/her duties of the Negotiating Committee.

35.02

- (a) 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.
- (b) 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.
- (c) The Employer has full and complete authority to credit such amount as described in (a) above. No employee shall have any rights against the employer concerning application of UBLB vacation accrual policies.
- (d) 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.
- (e) 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.
- (f) Withdrawal requests from the UBLB will be for the following official union business purposes: Collective bargaining agreement negotiations and MEBA executive meetings.
- (g) Requests for withdrawals from the UBLB shall be accepted by the employer only upon Signature of the MEBA Seattle Branch agent or the MEBA-WSF Representative on the appropriate UBLB request form.
- (h) 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.
- (i) Employees will be reimbursed only to the extent that there are sufficient funds in the UBLB account.

- (j) WSF Payroll Department will maintain a record of accruals, donations, and withdrawals to and from the UBLB.
- (k) 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.
- (l) Withdrawal hours will be converted to dollars and that amount will be deducted from the UBLB.
- (m) 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.
- (n) The Employer will provide the Union with a summary of accruals to and deductions from the UBLB quarterly.

RULE 36 – TERM OF AGREEMENT

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

RULE 37 – SAFETY/FIRE FIGHTING

37.01 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) All on-call Oilers, Vacation Relief Oilers, 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
 3. Wiper exempt. Note: Wiper may be paid as Oiler per Rule 7.06.

- 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.
 - d. Wipers shall be paid as Oiler per rule 7.06
- 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 3 days per Oiler per month.
 - d. Wipers shall be paid as Oiler per rule 7.06
- Chetzemoka
 1. CE is exempt provided that:
 - a. Wiper is 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 3 days per Oiler per month.
 - d. Wipers shall be paid as Oiler per rule 7.06
- 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 3 days per Oiler per month.

- Hiyu
 1. CE to be fire qualified

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

37.03 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.

37.04 If technological advances permit the wearing of beards while fighting fires, the Employer will meet with MEBA to negotiate to provide these advances and permit beards. If regulatory changes permit the wearing of beards while fighting fires, the Employer will also meet with MEBA to negotiate for WSF to permit beards.

37.05 The parties will meet to negotiate requested disability accommodation requests on a case-by-case basis.

RULE 38 – 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.

APPENDIX A

Yard Personnel

The following Rules are in addition to Rule 1 through Rule 36 above, and apply to Yard Oilers.

RULE 1 – HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT

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

- (a) Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or
- (b) Ten (10) consecutive eight (8) hour days followed by four (4) consecutive days off.

RULE 2 - SHORE SIDE MAINTENANCE HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT

2.01 This Rule shall apply only to personnel assigned to Eagle Harbor. The regular daylight shift shall begin at 8:00 a.m. and be an eight and one-half (8-1/2) hour period, less thirty (30) minutes for meals on the employee's time. Pay for a full-shift period shall be a sum equivalent to eight (8) times the straight time regular hourly rate with no premium. The regular second shift shall begin at 4:30 p.m. and be an eight (8) hour period, less thirty (30) minutes for meals on the employee's time. Pay for a full second shift shall be a sum equivalent to eight (8) times the regular day shift hourly rate, plus ten (10) per cent. The regular third shift shall begin at 12:30 a.m. and be a seven and one-half (7 ½) hour period, less thirty (30) minutes for meals on the employee's time. Pay for a full third shift shall be a sum equivalent to eight (8) times the regular day shift hourly rate plus fifteen percent (15%).

2.02 All time worked in excess of eight (8) hours per day or in excess of five (5) days, forty (40) hours per week shall be paid for at the overtime rate. Minimum overtime payment shall be paid in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments. Employees required to work more than one (1) shift without a break shall be paid as follows:

- (a) The first eight (8) hours shall be paid at the straight time rate, work performed during the second eight (8) hours shall be at the overtime rate,

work performed during the third eight (8) hours shall be paid at two and one-half (2 ½) the straight time rate, unless the employee has had a minimum of a six (6) hour break immediately preceding the third shift.

- 2.03** Extra employees engaged on an hourly basis shall be paid the same wages and work the same hours as regular employees, with a minimum call of four (4) hours at the straight time rate.
- 2.04** Any eight (8) consecutive hours of work excluding one-half (1/2) hour for meal periods; five (5) consecutive days per week, Monday through Friday, constitutes scheduled hours and days of work.
- 2.05** All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week (five [5] straight time days) and all work performed on Saturdays and Sundays shall be paid for at one and one-half (1 ½) times the straight time rate of pay in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments.
- 2.06** All holidays in Rule 25.01 falling on Monday through Friday shall be given off with pay, and, if called back to work, the employee will receive an additional day's pay. All holidays approved by the Transportation Commission for Department of Transportation (DOT) personnel shall also be granted the shore side maintenance workers at Washington State Ferries (WSF). Also, DOT holidays by the same name as those holidays listed in Rule 25.01, or corresponding to such holidays, but which fall on different dates, will not be considered as additional holidays granted shore side maintenance workers. If a holiday falls on Saturday, the previous Friday shall be observed; if a holiday falls on Sunday, the following Monday shall be observed.
- 2.07** It is agreed that all holidays which have been granted to employees assigned to the shore gang which are the same holidays applicable to those employees assigned to Eagle Harbor will be observed on the day which is observed for the holiday by those employees assigned to Eagle Harbor.
- 2.08** Yard Oilers will not be required to work away from Eagle Harbor shipyard and spend the night unless they have had twenty-four (24) hours notice prior to leaving town, except under emergency conditions.

RULE 3 – VESSEL PERSONNEL ASSIGNED TO LAID-UP VESSELS IN SHIPYARDS OR EAGLE HARBOR

- 3.01** Shore side maintenance rate of pay will not apply to engine employees standing security watches in a shipyard.

3.02 All work performed in shipyards or at the Employer's tie-up terminals shall be paid for at the rates set forth in this Agreement for shore side maintenance work. These rates do not apply to scheduled crew members on the day the vessel is broken out or is tied up after having been taken off the run.

APPENDIX B

Oiler – Engine Department Personnel

The following Rules are in addition to Rule 1 through Rule 36 of the above:

RULE 1 – HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT

1.01

- (a) The eighty (80) hours per two (2) week work schedule 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 year-round employee and available for work shall receive less than eighty (80) hours pay per two (2) week work schedule. 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 employees do not work in excess of eighty (80) hours per two (2) week period.

- 1.02** The Employer agrees that vessels running sixteen (16) or more hours per day will be manned by employees working a scheduled seven (7) days on duty followed by seven (7) days off duty and that such schedule shall conform to United States Coast Guard Regulations. Further, it is understood that these schedules are not to increase the Employer's cost.

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 (12 1/2) hours. If the employee works continuously beyond sixteen (16) hours, the employee shall be compensated for that additional time at the two and one-half (2 1/2)-time rate unless a six (6) hour break has been granted.

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.

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.

- (a) **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. Paragraph 1.02 (a) (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.

(b) **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 Collective Bargaining Agreement. Such designation shall remain in effect for at least a two (2) year period. Changes in relief vessel designation 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. Shift schedules for relief vessels shall be prepared in accordance with Appendix B, Rule 1.06 (b), 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.
3. 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.
4. The Chief Engineer on watch at the time of the vessel move shall insure that the relief times for the new route assignments are known to management and the oncoming-watch crew members.
5. Schedules of Unlicensed Engine Room employees on relief vessels shall be arranged as per Appendix B, Rule 1.06 (b) of the Unlicensed Engine Room employees Collective Bargaining Agreement. The last sentence of Appendix B Rule 1.06 (b) shall not apply to relief vessels.

1.03 Vessels running less than sixteen (16) hours per day will be manned by employees 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. Employees affected by any such change shall have first preference to open positions in the schedule of their choice.

1.04 The following exceptions to the regular work week are permissible:

- (a) 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.
- (b) Employee work schedules on any vessel may be arranged so as to result in an average of forty (40) hours per week, provided, however, such schedules shall not result in a normal 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.
- (c) Employees, including Vacation Relief Oilers, working under the “seven (7) days on, seven (7) days off”, eighty-four (84) hour work week 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.
- (d) A Vacation Relief Oiler shall work according to the following schedule:
The 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 work schedule, Vacation Relief Oilers shall submit their “pay order” showing actual time worked as a Relief on regularly scheduled watches as well as any hours worked as “Penalty” or overtime beyond the regularly scheduled watches they were relieving. They shall be paid eighty (80) hours straight time for each two (2) week work schedule plus penalty time and overtime for work performed outside of the regularly scheduled watches.

- (e) At the end of each quarterly scheduling cycle, only upon the request of the Vacation Relief Oiler, the pay orders submitted by such Vacation Relief Oiler, for the period shall be reviewed by the Employer to determine if such Vacation Relief Oiler has worked in excess of an average eighty (80) hours per two (2)-week work schedule, excluding overtime, for relieving regularly scheduled watches. If such was the case, then eighty (80) hours times the number of two (2)-week work schedules in the cycle shall be subtracted from such Vacation Relief Oiler hours worked and not paid for in that period, and the difference, if any, shall be paid as overtime with the next paycheck.
- (f) Recognition shall be made of any increases becoming effective during scheduling cycles.

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

1.06

- (a) The Employer shall continue the practice of having the Staff Chief Engineers make up schedules for the Engine Department employees subject to approval of the Senior Port Engineer.
- (b) In scheduling of employees under this Rule, 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 Rule 1.01, Appendix B. Paid leave time shall be computed as time worked. If a vessel schedules changes, all overtime incurred shall be paid.
- (c) Employees shall be paid for eighty (80) hours per two (2) week work schedule; but shall report the actual number of hours and minutes worked. All straight time hours and minutes actually worked shall be cycled as part of the current cycling period. When vessels are moved into a maintenance or lay-up facility, normal cycling shall continue. Payment shall be subject to adjustment for overtime worked outside of the work schedule and for schedule changes.

RULE 2 - COMPENSATORY TIME

- 2.01** Compensatory time is not to be construed as “vacation time” as provided elsewhere in the Agreement but is considered deferred compensation for time already worked. Therefore, in addition to any rights or restrictions on the accumulation of vacation or annual leave, however termed, only compensatory time accumulated within twenty-four (24) months preceding a separation of employment and not actually taken by the employee nor paid for during that period shall be paid in full amount as owed to the employee. Compensatory time on the books earned prior to the twenty-four (24) month period before separation shall be paid in full amount that is owed to the employee, however shall not be credited to the employee’s pension calculation.
- 2.02** In addition, an employee may use compensatory time for the following purposes, provided that an Oiler and/or a Wiper , a Yard Oiler and/or a Yard Wiper, is available to substitute for the employee and that the Employer does not incur any overtime wage costs in scheduling this compensatory time.
- (a) Daily for reasons of union representation, training or personal use.
 - (b) Compensatory time used for training that is taken on the Unlicensed Engineering Employee’s normal off week will be re-credited or reimbursed to the Employee by the Employer.
- 2.03** An employee may take up to a maximum of one hundred sixty (160) hours of compensatory time per year, scheduled in increments of eighty (80) hours, provided it is scheduled at the time the employee completes his/her annual vacation request and provided further that Regular Relief employees are available. Compensatory leave requests will be scheduled based on the employee’s length of seniority with the Employer.
- 2.04** On-Call employees shall be paid for the compensatory time accrued upon the termination of his/her/her assignment.
- 2.05** Unless otherwise specified in this Agreement, an employee will be entitled, upon request, to any or all of his/her compensatory time that has accrued when he/she is laid off, retires, resigns, or is terminated for cause, or for extended sick leave when the employee has no remaining accrued sick leave credit or accrued vacation time.
- 2.06** 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).

RULE 3 – TRAVEL AND WATCH RELIEVING TERMINALS

- 3.01** Employees shall be assigned to a vessel and begin and terminate their duties at the same terminal. Such terminal shall be designated by the Employer. The Employer will undertake, where consistent with operating demands, employee's ability and seniority, to keep employees permanently employed on vessels operating on runs closest to the area in which they reside.
- 3.02** In the event vessels are assigned to other than their regular routes on a temporary basis and the regularly assigned employees are retained with the vessel, they shall be paid travel time and mileage both ways from their regular relieving terminal or the terminal nearest their home to the temporary relieving terminal whichever is less according to Schedule A.
- 3.03** Employees taken off their regularly assigned vessel and temporarily assigned to a vessel on a different route shall be paid mileage and travel time both ways from their home to the temporary relieving terminal whichever is less according to Schedule A. In the event, because of operating necessity, vessels are assigned to other than regular routes on a temporary basis, and the regularly assigned employees are retained with the vessel, the Employer will absorb the travel cost between such normal route and the temporary vessel assignment each day.
- 3.04** Employees assigned to vessels on the Anacortes-San Juan Islands-Sidney B.C. routes or the Port Townsend-Keystone route will be paid travel time and mileage for one (1) round trip per week from the terminal nearest their home. In addition, regular employees permanently assigned to the Inter-Island vessel route will be paid one (1) round trip per week from Anacortes to Friday Harbor. This allowance will be three-and-a-half (3 ½) hours round trip per week. Payment will be for travel actually performed; employees shall be provided adequate shore side housing. Employees staying in State provided facilities in Friday Harbor will be entitled to the daily maximum per diem in accordance with State per diem regulations.

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

South Point – Lofall Route	Lofall
Fauntleroy-Vashon-Southworth Route	Fauntleroy
Seattle-Bremerton Route	Pier 52
Seattle-Winslow Route	Pier 52
Edmonds-Kingston Route	Edmonds
Mukilteo-Columbia Beach Route	Mukilteo
Port Townsend-Keystone Route	Port Townsend
Anacortes-San Juan Islands-Sidney B.C. Route	Anacortes

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.

- 3.05** Normal practice will be to keep trained employees on the same vessels as much as possible. When vessel route assignments are changed on a permanent basis, an employee 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 relief Oiler being available. Submitted applications may not be withdrawn, except by mutual agreement by the employer and the employee. After one (1) month an employee assigned to a permanently transferred vessel will be considered to be in a permanent assignment.

RULE 4 – WORKING CONDITIONS

- 4.01** There will be no chipping, scaling, painting or preparation for painting performed on Sundays or holidays by employees when such work can be conveniently and economically scheduled at other times. All confined spaces shall be properly ventilated prior to and during painting.
- 4.02** Engine room employees will not be assigned traditional deck department work, except as otherwise agreed.

RULE 5 – VESSEL PERSONNEL ASSIGNED TO LAID-UP VESSELS IN SHIPYARDS OR EAGLE HARBOR

- 5.01** Oilers assigned to laid-up vessels performing repairs, maintenance work, and maintaining heating over weekends shall receive the shore side rate of pay excluding the overtime penalty for working Saturdays and Sundays as such.
- 5.02** Engine room employees assigned to a vessel will work their normally scheduled shifts, or at the option of the Employer, the normal shore side maintenance employees daytime shift. If assigned to work on their normal days off, they will be paid the shore side overtime rate with a minimum of one (1) shift's pay.
- 5.03** If a recognized holiday falls during the employee's work periods, they shall receive the holiday off with pay and, if required to work, they shall receive an additional day's pay.
- 5.04** Shoreside maintenance rate of pay will not apply to deck and engine employees standing security watches in a shipyard.

5.05 All work performed in shipyards or at the Employer's tie-up terminals shall be paid for at the rates set forth in this Agreement for shore side maintenance work. These rates do not apply to regular crew members on the day the vessel is broken out or is tied up after having been taken off the run or to regularly assigned crew members of extra service vessels.

APPENDIX C

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

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

	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 Reinstate for Leaves beyond Forty-five (45) Days

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

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

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

If the employee is ready to return to work as expected, the employee shall be returned to work within 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/

Dan Delaney
Negotiating Committee Chair

/s/

Wil Salmonson
Negotiating Committee Member

/s/

Steve Walker
Negotiating Committee Member

/s/

Phil Anderson
Negotiating Committee Member

/s/

Matt Darling
Negotiating Committee Member