COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS MASTERS/PILOTS

EFFECTIVE
JULY 1, 2019 THROUGH JUNE 30, 2021

2019-2021

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS
MASTERS/PILOTS
2019-2021

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MM&P and IBU Spring Schedule 2020

SIGNATURE PAGE

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer," and the International Organization of Masters, Mates and Pilots, Pacific Maritime Region, United Inland Group, referred to as the "Union." This Agreement governs the wages, hours, and other terms and conditions of employment for all Masters/Pilots.

It is agreed that is in our mutual interest to establish productive employment relations between the Employer and the Union aboard Washington State Ferries, to deliver safe, reliable and efficient ferry service for the State of Washington.

RULE 1 - SCOPE AND INTERPRETATION

1.1 Scope of Agreement

The terms and provisions of this Agreement shall govern the Union, the Employer and all Staff Masters, Masters and Relief Masters who are in the bargaining unit described in the Public Employment Relations Commission (PERC) Decision 11140 at the Department of Transportation's Washington State Ferries (WSF) and shall apply to all vessels of the WSF, whether now owned or hereafter acquired, and which are engaged on Puget Sound and connecting inland waters, on the Straits of Juan De Fuca, to the San Juan Islands, or to the ports of British Columbia.

1.2 Entire Agreement

A. The parties agree that the provisions of this Agreement constitute the complete agreement between the parties.

B. Any letter or Memorandum of Understanding (MOU) applicable to the parties shall be listed in the Appendix of this Agreement as a letter or MOU that is in effect for the term of the Agreement or a term less than the term of the Agreement. Letters or MOUs added to the Agreement during its term shall specifically state the duration of the letter or the MOU, not to exceed the term of the Agreement.

C. Effective June 30, 2019, a letter or MOU not listed shall be null and void.

1.3 Good Faith Performance

There shall be no attempt by the parties to this Agreement to ignore, disregard, circumvent, or otherwise avoid any of the terms and provisions of this Agreement or any of the duties, obligations and responsibilities imposed by the Agreement. In addition, the utmost good faith shall be required of the parties in their performance of all of the terms and provisions of the Agreement.

1.4 Fluid Bargaining Unit

The parties to this Agreement recognize the fluid nature of the bargaining unit. The terms and conditions of this Agreement will apply to any WSF Mate with a Masters license when working as a Staff Master, Master or Relief Master regardless of the length of time.

RULE 2 – DEFINITIONS

2.1 Specific Definitions

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

A. Agreement

The term "Agreement" shall refer to the current contract, of which this Rule is a part, between the Employer and the Union.

B. All Route Pilotage

The term "all route pilotage" is used to indicate that a Licensed Deck Officer possesses a United States Coast Guard pilotage endorsement on the Deck Officer's license for the number of routes of pilotage required by the terms of this Agreement in effect at the time the Deck Officer in question was, or is, promoted to a Deck Officer.

C. Anniversary Date

The term "anniversary date" shall occur annually on the month and day that the Deck Officer first became employed by the Employer in any capacity. The anniversary date is the date by which a Deck Officer must use their vacation leave in excess of the maximum.

D. Break-In

The term "break-in" is the procedure, by which the Employer uniformly allows all Deck Officers in a particular classification to obtain local knowledge of a route or routes operated by the WSF, and of the vessel assigned to such route or routes. Break-in will be considered training for pay purposes.

E. Commodore

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

F. Chief Mate

The term "Chief Mate" refers to the Mate, senior in authority on a vessel.

G. Deferral

The term "deferral" refers to the Deck Officer's ability to defer all or part of their bid vacation for the reasons stated in Rule 12, Vacation Leave.

H. Detention Time

The term "detention time" refers to the elapsed time from the point in time at which a Deck Officer is relieved from duty, other than at the Deck Officer's terminal of commencement, to the point in time of arrival at the Deck Officer's home terminal for a Relief Deck Officer, and to the Deck Officer's terminal of commencement for a regular Deck Officer.

I. Demotion

The term "demotion" is the act of reducing Deck Officer in rank from the Deck Officer's present classification or pay rate to a lower classification or pay rate.

J. Designated Trainer

The term "designated trainer" is a person who may be added to the normal crew of a vessel for purposes of providing training on board a vessel or in a classroom. Designated trainers may or may not be members of the bargaining unit.

K. Documented Performance Disqualifiers

"Documented Performance Disqualifiers" include but are not limited to, documented repetitive violations of the WSF Code of Conduct, or discipline which has not been removed or is not scheduled to be removed from the employee's personnel file prior to the Master's selection oral exam, or invitation to Mate's Orientation and Training.

L. Employee

The term "employee" includes all Licensed Deck Officers covered by this Agreement.

M. Employer

The term "Employer" means the State of Washington.

N. Extended Temporary Position

The term "Extended Temporary Position" or "Extended Temporary Assignment" refers to a position which is expected to exist for less than one (1) year, but at least thirty (30) days. The term "Temporary Position" or "Temporary Assignment" shall have the same meaning as "Extended Temporary Position" or "Extended Temporary Assignment."

O. Extra Service Vessel

The term "Extra Service Vessel" is any vessel assigned to a route for the purpose of temporarily providing extended or more frequent service on that route.

P. Full-Time Employee

The term "full-time employee" refers to employees who are scheduled to work or guaranteed work of at least eighty (80) hours of work in a two (2) week work period with the Employer.

Q. Licensed Deck Officer (LDO)

The term "Licensed Deck Officer" shall include all Staff Masters, Masters and Relief Masters in the employ of the Employer. The term "Deck Officer" shall have the same meaning as "Licensed Deck Officer" or "Master/Pilot."

R. Master/Pilot

The term "Master," "Relief Master," or "Staff Master" is a Deck Officer and Pilot of the highest classification and one who possesses a minimum license qualification of an Inland Master and First Class Pilot of vessels of any gross tons, and is otherwise qualified under this Agreement to appear on the Master's seniority roster. A Master is the ultimate authority onboard all WSF vessels as defined in RCW 47.64.340.

S. Mate/Pilot

The term "Mate/Pilot" includes Chief Mate, Second Mate and Extra Relief Mates who are also Pilots according to their license who possess the

minimum license qualifications of an Inland Mate and First Class Pilot of any gross tons with pilotage.

T. Mileage

The term "mileage" refers to reimbursement for the use of a privately owned motor vehicle. Reimbursement for the use of a privately owned motor vehicle is payable to only one (1) traveler when two (2) or more travelers are traveling in the same motor vehicle on the same trip.

U. Minimum License Qualifications

The term "minimum license qualifications" required of a Licensed Deck Officer shall mean the minimum qualifications of:

1. Master of any gross tons upon inland waters license;

2. Radar observer certification;

3. First class federal pilot endorsement for any gross tons upon all Puget Sound, San Juan Island (including Spieden Channel) ferry routes, and interconnecting ferry routes from Dolphin Point to Randall Point, Washington; and

4. Marine Radio Operator's Permit.

V. Pilot

The term "pilot" refers to the Licensed Deck Officer with federal pilotage who has operational and navigational control of a vessel operated by the Employer. The pilot has the primary responsibility to ensure the prevention of the loss of human lives, loss of property and to protect the marine environment of the State of Washington.

W. Pilotage

The term "pilotage" is the term used to indicate that a Deck Officer has obtained a United States Coast Guard (USCG) pilot endorsement on the Deck Officer's license.

X. Promotion

The term "promotion" is the act of raising a Deck Officer in rank from the Deck Officer's present classification or pay rate to a higher classification or pay rate.

Y. Regular Deck Officer

The term "regular Deck Officer" shall mean any Deck Officer regularly assigned to a vessel, route or assignment that is maintained during periods of minimal service.

Z. Regular Position

The term "regular position" or "regular assignment" refers to a position filled by a bid that is expected to be maintained during periods of minimal service of for at least one (1) year.

AA. Regular Relief Master

The term "regular Relief Master" is a Deck Officer assigned by bid to a permanent relief position. The Employer and the Union agree to meet on a regular basis but not less than quarterly to discuss the specific number of Relief Masters, as well as the number of extended Temporary Relief Masters positions.

BB. Regular Relief Position

The term "regular relief position" is a permanent position filled by bid with a Regular Deck Officer, and which is expected to last at least one (1) year.

CC. Route

The term "route" refers to regularly established passages or runs between permanent established terminals operated by WSF.

DD. Season

The term "season" refers to the four (4) annual bidding periods that roughly mirror the four (4) seasons of the calendar year. Should the number of seasonal bidding periods be increased or decreased, the parties agree to meet and bargain the effects of the changes to bumping and bidding practices.

EE. Second Mate

The term "Second Mate" refers to a Mate assigned to or serving on a vessel which is also manned by a Chief Mate.

FF. Seniority

The term "seniority" is that quality of rank possessed by a Deck Officer, with respect to other Deck Officers, acquired as a result of the Deck Officer's length of service, either with the Employer generally, or in each classification of Deck Officers.

GG. Spouse

The term "spouse" means all persons such as a wife, husband or registered domestic partner as established by RCW 26.60.030.

HH. Staff Master

The term "Staff Master" refers to the Deck Officers who is selected based upon seniority and the rules of Addendum B.

II. Straight Watch

The term "straight watch" is any watch other than a touring watch as defined in Section 2.1 KK, below.

JJ. Trainee Master

The term "Trainee Master" applies to a Master that is added as an additional position to the normal crewing of a vessel for purposes of intensified and advanced training.

KK. Touring Watch

The term "touring watch" is a watch in which the Deck Officer assigned is on duty for two (2) work shifts not to exceed sixteen (16) hours within one (1) twenty-four (24) hour period.

LL. Transfer

The term "transfer" is the reassignment of a Deck Officer from the Deck Officer's regularly assigned vessel, route or watch to a new or different vessel, route, or watch.

MM. Underway

The term "underway" means that a vessel is not at anchor, or made fast to the shore, or aground in accordance with the Convention on the International Regulations for Preventing Collisions at Sea, 1972 (72 COLREGS).

NN. Vessel

The term "vessel" shall include all sea going craft, now owned or hereafter acquired by the WSF, which are engaged in the transportation of passengers, vehicles or freight on Puget Sound and connecting inland waters, on the Straits of Juan De Fuca, to the San Juan Islands, or to the ports of British Columbia. The parties agree to negotiate on a case by case basis the crewing of any temporarily chartered vessels for emergency service.

OO. Assigned Terminal

Assigned Terminal is the terminal at which a Regular LDO's watch commences. When assigned to multiple routes, the Assigned Terminal will be designated by the employer and will be so documented in the bids.

A Relief LDO's Assigned Terminal will be the Employees Home Terminal.

PP. Home Terminal

Home Terminal is the Terminal closest to the Employees home.

2.2 Other Terms

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

RULE 3 - UNION RECOGNITION

3.1 Union Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all Deck Officers and as their sole collective bargaining agent in negotiating and interpreting agreements. The Employer also recognizes the right of the Union to intercede on behalf of its bargaining unit members in adjusting disputes.

3.2 Visitation and Inspection

All authorized representatives of the Union shall be allowed to enter the Employer's property and to board or travel on any vessel of the Employer's at all reasonable times. The Employer shall issue to any Union representative, a pass permitting visitation and inspection; provided, however, the Employer shall not be liable for any claim resulting from an accident involving a Union representative engaged in Union business.

3.3 Discrimination

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

3.4 Dues/Fees Check-Off

When the exclusive bargaining representative of a Deck Officer provides the Employer with written authorization to deduct dues/fees from the Deck Officer's wages, the Employer shall deduct the dues/fees from the Deck Officer's wages.

The Employer shall remit to the Union all dues, along with any initiation fees. The monies shall be payable to the National Headquarters of the International Organization of Masters, Mates & Pilots (MM&P) with a list indicating the employee's name, employee identification number, and dues and/or fees deduction amount, no later than the fifteenth day of the following month.

3.5 Dues/Fees Cancellation

A Deck Officer may cancel their payroll deduction of dues/fees by written notice to payroll and the Union. After the Employer receives the confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, in compliance with the terms of the authorization card, the Employer shall end the deduction no later than the second payroll after the receipt of the confirmation.

3.6 Employer Indemnification

The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Rule. The Union shall indemnify and hold the Employer harmless by the Union and employees for compliance with any of the provisions of this Rule and any issues related to the deduction of dues/fees. If an error has been made in the amount of dues/fees remitted to the Union under Section 3.4, upon notification from the Union of such an error, the Employer will expeditiously rectify the error.

3.7 Union Leave Bank

A. All MM&P Deck Officers who are members of the Union, and have worked more than thirty (30) days as a Deck Officer shall donate eight (8) hours of vacation leave or compensatory time, annually, to a Union Leave Bank. However, if the Deck Officer has donated leave to the MM&P Union Leave Bank during the calendar year as a Mate, the same Deck Officer shall not donate twice. All hours transferred to the bank are final and cannot be re-credited to an employee's vacation leave or compensatory time credits.

B. The Vice President of the Union will submit leave bank withdrawal requests for Negotiating Committee members, or other designated Deck Officers, for official Union business purposes such as contract negotiations, executive meetings, grievance hearings, and other purposes as may be determined by the Vice President of the Union. Requests for withdrawal from the bank shall be made only by the Vice President of the Union, or their designee, to the WSF Human Resources Manager or their designee, on forms mutually agreed on by the parties and furnished by the Union.

C. Requests for hardship waivers shall be made in writing and submitted to the Union.

3.8 Bulletin Boards

Provided space is available, the Employer shall provide bulletin board space of at least 2x4 (two by four) feet for the exclusive use of the Union and all bargaining units of MM&P. The bulletin board space shall be determined by mutual agreement. The use of such bulletin board space shall be restricted to the business affairs of the Union.

3.9 Union Insignia

A Union member shall have the right to wear or display a pin or button of the recognized insignia of the Union. The pin or button shall not be more than 2x2 (two by two) inches in size.

RULE 4 – SELECTION PROCESS

4.1 Present Employees

The Employer agrees that, in the selection of Deck Officers in the classifications covered by this Agreement, the Employer shall select applicants who are presently employed on the vessels of the Employer, who are on the Master's seniority list. Such selection shall occur pursuant to the subsections of this Rule.

4.2 Selection Process

Those Mates with Masters Licenses who are not part of the bargaining unit pursuant to Section 4.2, and whose names do not appear on the Masters bidding list prior to January 1, 2018 shall be placed on the Masters bidding list upon completion of this selection process:

A. Solicit Applications – The Employer shall offer the opportunity to Mates with Masters Licenses. The twenty-five (25) most senior applicants based upon Masters' list seniority shall move on in this process.

B. Screen Applicants – The Employer will review the applicant's personnel and supervisory files to determine if there are documented performance issues that would disqualify them from the process. These deficiencies shall be shared with the applicant and the Union. Documented performance issues which would disqualify an employee from moving on in the process include, but are not limited to, documented repetitive violations of the WSF Code of Conduct, or discipline which has not been removed or is not scheduled to be removed from the employee's personnel file prior to the oral exam.

C. Structured Oral Exam – All candidates will be given a structured oral exam. The oral exam will be created in collaboration with subject matter experts (Staff Masters and Masters). The oral exam panel shall include three (3) MM&P members and three (3) management members. The oral exam shall not be grievable.

D. Masters Eligibility Pool – Employees who pass the oral exam will be ranked based on the Masters seniority list to create or replenish a pool of no less than (15) employees. The Employer shall appoint candidates from this ranked pool in order of seniority. Employees may be removed from this pool for just cause.

E. Employees new to the Masters Eligibility Pool shall request a minimum of three (3) working days' break-in as per Rule 20.2 when awarded their first assignment as a Master either through the Optional or Extended Temporary bidding process. Up to forty (40) hours of break-in requested by new Masters shall not be unreasonably denied.

F. Working out of Class ("Bump Up") – Members of the Masters eligibility pool may be called by dispatch to "bump up" when vacant positions cannot be filled by Relief Masters. Any time a member of the Masters' eligibility pool works while bumping up, that time shall be applied to the required trial service hours.

G. Temporary Bump Up – Nothing in this Rule shall prevent the temporary bump up of a Mate with a Master's license, who is not a member of the Masters eligibility pool, in an emergency.

4.3 <u>Trial Service Period</u>

A. Once placed on Master's eligibility list, employees shall serve a trial service period of one thousand forty (1,040) non-overtime hours worked as a Master. The trial service period may be extended by mutual agreement. Any contemplation of an extension to the trial service period will be considered

after the input of the Oral Exam Panel described in Rule 4.2 (C) who may, at their discretion, identify correctable performance deficiencies and require remedial training to be completed during the extension. With three (3) working days' notice, and with the concurrence of the Oral Exam Panel, the Employer may reject an employee who does not satisfactorily complete their trial service period based upon documented performance deficiencies.

B. Employees with permanent status with WSF who do not satisfactorily complete their trial service period shall be reverted to the employee's previous permanent job classification. Reverted employees must wait a minimum of twelve (12) months prior to reapplying to be a Master.

C. Trial service reversions are subject to the grievance procedure; however, the arbitrator's decision shall be limited to considering whether the Employer acted in a discriminatory, arbitrary or capricious manner.

D. The hours Mates with Masters' licenses, who are not members of the Masters eligibility pool, work out of class shall not be counted as part of their trial service period, if they are subsequently promoted to Master.

4.4 <u>Movement between Bargaining Units</u>

A. A Master may waive a Master's position during the bid process and may bid on a Mate's position provided they meet all Mate qualifications.

B. WSF shall have the right to fill all vacant Master and Relief Master positions by assigning in inverse seniority order from the Masters bidding list.

C. Masters who do not have adequate seniority to bid on a Master's position may bid on a Mate's position based on the employee's Mate seniority date.

D. Masters on the Master's bidding list shall be ranked by the employee's Master seniority date.

4.5 <u>Notification of Project Assignments</u>

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

A. <u>Project Assignments</u>

The regular assignment for a Deck Officer who leaves to fill a project assignment that is scheduled to last more than thirty (30) days shall be open for bid as an extended temporary position.

If a project assignment continues for over one (1) year, the Deck Officer's regular assignment shall be open for permanent bid.

B. Elimination of Project Assignment Lasting over One (1) Year
Whenever a project assignment that has extended past one (1) year is eliminated and the Deck Officer's permanent assignment has been bid out permanently, or the Deck Officer chooses to return to the fleet after filling the project assignment for more than one (1) year, that Deck Officer shall have the absolute right to exercise their seniority, as per Section 20.10 - Elimination of Position.

C. Promotion of Deck Officers Filling Project Assignments
Any Deck Officers working on project assignments shall be paid according to the classification of their permanent assignment. A Deck Officer working on a project assignment, shall be allowed the right to promote during their project assignment, and shall be paid in accordance with the wages of their promoted classification.

RULE 5 - MANNING OF VESSELS

5.1 Compliance with Certificate of Inspection (COI)
All vessels shall be manned according to the United Stated Coast Guard COI as prescribed by law, and the certificate of all current and future vessels of the WSF. This manning requirement shall apply to all movements of a vessel under its own power. The Employer, at their discretion, may man a vessel at a level higher than COI.

5.2 A. When an employee is promoted at the commencement of a work shift in order to comply with the COI, due to the late arrival of another Master or Staff Master, the promoted Master shall be compensated at the higher salary on an hour-for-hour basis, with a two (2) hour minimum, until relieved.

B. Should circumstances require the dispatch of another Master, all promoted Master's shall be paid hour-for-hour at the higher rate until relieved.

C. In the event a Mate with a Master's license is required by operational necessity to upgrade to a Master for berth shifts or push the dock, the Mate shall be compensated at the higher salary on an hour-for-hour basis with a four (4) hour minimum. This does not apply to boat moves or sea trials.

D. In all other instances, the Mate shall be compensated at the higher rate of pay for the entire shift.

E. Bypass Pay is not applicable to this Rule.

5.3 Pilotage Required
A. All vessels of the Employer, while underway, not under its own power, must be under the direction and control of a pilot, who possesses a pilotage endorsement for the particular waters through which the vessel is being moved.

B. Only employees on the Masters eligibility list who possess a pilotage endorsement for the particular waters through which a vessel is moved under its own power shall be authorized or permitted to move the vessel as its Master.

RULE 6 - WAGES

6.1 Rates of Pay

Effective July 1, 2019, the following rates of pay shall apply:

Classification	S.T.	O.T.	80 Hours
Staff Master	$69.05	$103.58	$5,524.00
Master	$53.66	$80.49	$4,292.80
Relief Master	$64.41	$96.62	$5,152.80

Effective July 1, 2020, the following rates of pay shall apply:

Classification	S.T.	O.T.	80 Hours
Staff Master	$71.12	$106.68	$5,689.60
Master	$55.27	$82.91	$4,421.60
Relief Master	$66.34	$99.51	$5,307.20

6.2 Calculation of Overtime Pay

Whenever the payment of overtime is required or authorized under any of the terms or provisions of this Agreement, such payment shall be made at one and one-half (1½) times the appropriate straight-time rate of pay for each classification of employee receiving such pay consistent with Rule 9 of this Agreement.

6.3 Calculation of Pay during Jury Duty

No employee shall be required to report for work on any day that the employee is called for jury duty, nor shall any Regular Deck Officer be required to report for work during any calendar week in which the employee has been on jury duty for five (5) days. Each Regular Deck Officer required to report for jury duty on a regular working day, whether actually impaneled on a jury or not, shall be paid their regular rate of pay for all hours the employee is scheduled to work that day. No payment shall be made for jury duty on a regular Deck Officer's assigned days off. Any regular Relief Deck Officer required to report for jury duty, whether actually impaneled or not, shall be paid their regular rate of pay for all hours the employee is scheduled to work that day, not to exceed eighty (80) hours in any two (2) week work period.

6.4 Notwithstanding any other provisions contained within the Agreement or any practice previously used in the payment of wages to employees covered by this Agreement, all employees will be paid pursuant to WAC 82-50-021 as now in effect or hereinafter amended by the Office of Financial Management (OFM). For purpose of this Agreement, the term "pay date" will be those days designated by the OFM as the official pay dates. For the purpose of this Agreement, the term "pay

period" refers to those periods from the first to and including the fifteenth of each month, and from the sixteenth to and including the last day of each month.

6.5 Penny Rounding Differences

Labor and management recognize that the statewide payroll system (HRMS) rounds payroll calculations to five decimal places. Therefore, manual calculations using rates in the Collective Bargaining Agreement may result in penny rounding differences. The parties accept these differences do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for management to add penny rounding differences to an employee's pay.

RULE 7 - TRAVEL PAY AND MILEAGE

7.1 Calculation of Travel Pay

Whenever travel pay is required or authorized under any of the terms or provisions of this Agreement, such payment shall be made at the straight-time rate of pay for each classification of Deck Officer receiving such pay, and for the appropriate travel time indicated in Schedule A and D, attached.

7.2 Calculation of Mileage

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

7.3 Alternate Route Travel (ART)

A. The parties agree that employees are entitled to be paid for ART in situations where the Contract requires compensation for travel, and ferry service at a particular terminal is shut down for the night or otherwise unavailable, and the employee, of necessity, must drive to another terminal for ferry service, or must drive around rather than taking a ferry, the employee should be compensated for such travel accordingly. Similarly, if an employee is required to take two ferries to reach a particular terminal because direct service is unavailable, then it is appropriate to compensate the employee for the travel time.

B. The parties agree to use Schedule D, dated August 30, 2013, to compute travel time and mileage when direct ferry service is not available and an employee of necessity must use ART. The parties agree that Rule 7.03 C, as follows, delineates when direct service is unavailable.

C. Direct Service Unavailable

Direct service is unavailable between two terminals when no ferry service is available directly between the two, as, for example, when ferries are tied up for the night on certain runs. Direct service is also unavailable when a Deck Officer must wait more than fifty (50) minutes from the end of the

Deck Officer's scheduled watch until the next scheduled sailing on that run. When direct service is unavailable, Deck Officers entitled to travel time and mileage may use, and receive travel time and mileage per Schedule D for alternate route travel from the Deck Officer's terminal of commencement to the Deck Officer's home terminal. In returning to the Deck Officer's home terminal, the Deck Officer shall exercise the Deck Officer's best efforts to minimize the cost to the employer for travel time and mileage, consistent with the Deck Officer's safety.

1. The parties agree that each season the MM&P scheduling committee members and WSF management shall predetermine when and which watches shall use Schedule A, or ART based on Schedule D.

2. The parties agree that this MOU captures the intent and Award of Arbitrator Krebs' 2005 and 2008 decisions and is the controlling authority for ART calculation and payment.

RULE 8 - HOURS OF EMPLOYMENT AND ASSIGNMENT

8.1 <u>Establishment of Work Periods</u>

A. 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:

1. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;

2. Ten (10) consecutive eight (8) hour days followed by four (4) consecutive days off;

3. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off;

4. Eight (8) ten (10) hour days followed by six (6) consecutive days off;

5. Nine (9) consecutive nine (9) hour days followed by five (5) consecutive days off totaling eighty-one (81) straight-time hours; or

6. Five consecutive nine (9) hours days followed by three (3) consecutive days and four (4) consecutive nine (9) hour days followed by two (2) consecutive days off totaling eighty-one (81) straight-time hours.

B. By mutual agreement, additional work schedules may be observed.

C. Employees that are working a schedule as defined in 3 or 4, above, shall be compensated at the straight-time rate of pay. Employees that are scheduled as defined in 5 or 6, above, shall have the option of having the eighty-first hour worked in a two (2) week period compensated at the straight-time rate of pay or credited with one (1) hour of compensatory time at the straight-time rate of pay.

D. Operating crews assigned to extra service vessels may be required to work four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

E. Deck Officers on Anacortes-San Juan Islands and Sidney routes may be scheduled to work up to ten (10) hours in one (1) day or eighty (80) hours in a two (2) week schedule on touring watches as defined in Section 8.3 of this Agreement, without incurring an overtime pay obligation.

F. In cases where running schedules of vessels will not permit relieving of crew members at port of embarkation within the eight (8) hour day, the overtime penalty will not be incurred; provided, however, that no employee shall work more than nine (9) hours in one (1) day or eighty-one (81) hours in a two (2) week work schedule.

G. Limitation on Flexing Shifts

1. For shifts of ten (10) hours, working hours may flex up or down one-half (1/2) hour or less in order to permit relieving of crew members at port of embarkation without incurring overtime, subject to committee process in Subsection H.

2. If schedules include offsetting eight (8) hour shifts, the WSF agrees to pay, no less than eight (8) hours pay for working the short shift for all employees on single day dispatch.

H. Committee Process

1. Before the Employer changes any printed running or crew schedules, the Masters, Mates and Pilots and the Inlandboatmen's Union (Unions) shall jointly be consulted to arrange crew schedules reasonably consistent with the health and safety of Deckhands, Masters, Mates and Pilots, and with properly and conveniently serving the customer, and to provide shifts for Deckhands, Masters, Mates and Pilots as provided above. The Unions will each name two (2) employees to a committee whose sole purpose will be to examine proposed changes to crew schedules and recommend improvements therein to the Employer. The said committee will meet as is necessary to meet crew schedule changes. Union members will be paid for eight (8) hours at their regular straight-time rate of pay for each committee meeting. Committee meetings will be scheduled to allow time for travel within the eight (8) hour shift. Mileage will be

paid as is appropriate. If management extends the committee meeting time, then travel time will be paid as appropriate.

2. Should the Employer and the Unions not reach agreement over the proposed crew deck schedules, the Unions may elect to jointly file a grievance and proceed to expedited arbitration based on whether the schedule(s) are reasonably consistent with the health and safety of Deckhands, Masters, Mates and Pilots.

3. In the event of such a dispute, the parties agree upon the following process:

   a. The Unions and the Employer shall select an independent standing arbitrator (arbitrator) as would be deemed qualified to serve as an arbitrator by the American Arbitration Association (AAA). The Unions and the Employer shall meet and each will submit a list of eleven (11) arbitrators using the strike method until an arbitrator has been selected.

   b. Within five (5) working days of receipt of a grievance being filed as referenced above, the parties shall schedule a meeting with the arbitrator selected. The meeting will be scheduled as expeditiously as possible, but in no event more than fifteen (15) working days from the receipt of the grievance unless otherwise mutually agreed to.

   c. At the arbitration hearing, the arbitrator shall have sole and unfettered discretion to consider any evidence that is presented by the representatives, as well as to limit the length or volume of information presented. The arbitrator shall have the authority to question the representatives and their witnesses, and ask for further information, and to control the conduct of the meeting in any fashion.

   d. Within ten (10) days of the conclusion of the meeting referred to in Subsection c, above, the arbitrator shall inform the parties in writing of their decision. The decision shall not alter or amend the terms and conditions of the Agreement. The arbitrator will also include in their decision any analysis or reasoning on which the decision is based. Additionally, if the Arbitrator finds the schedule not reasonably consistent with health or safety standards, the arbitrator will provide the parties' guidance as to the changes necessary to bring the schedule into compliance. The decision of the arbitrator shall be final and binding upon the Union, the Employer and the grievant(s).

I. All Deck Officers working regular assignments shall receive in wages not less than eighty (80) times the base straight-time rate for each two (2) week work period; provided, however, that such Deck Officers are available for work at the time scheduled by the Employer. Travel time, if any, shall be included within the scheduled work day, to the extent possible, when Deck Officers are assigned to move vessels to a different terminal or to a repair yard, and such vessel moves do not occupy the entire work day.

J. Watches shall appear in the seasonal deck schedule as an a.m., p.m. or graveyard shift(s).

8.2 <u>Relief at Terminal of Commencement</u>

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

A. <u>Early Relieving Procedures</u>

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

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

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

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

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

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

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

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

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

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

Example 1

Employee A is scheduled to work from 0500 to 1300 (eight [8] hrs). End of shift is 1300.
Employee B is schedule to work from 1300 to 2100 (eight [8] hrs). End of shift is 2100.

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

Employee A shall be paid for eight (8) straight-time hours.
Employee B shall be paid for eight (8) straight-time hours.

Example 2

Employee A is scheduled to work from 0500 to 1300 (eight [8] hrs). End of shift is 1300.
Actual ring off is 1305.
Employee B is scheduled to work from 1300 to 2100 (eight [8] hrs). End of shift is 2100.

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

Employee A shall be paid for eight (8) straight-time hours.
Employee B shall be paid for eight (8) straight-time hours.

Example 3

Employee A is scheduled to work from 0500 to 1300 (eight [8] hrs). End of shift is 1300.
Employee B is scheduled to work from 1300 to 2100 (eight [8] hrs). End of shift is 2100.
Actual ring off is 2105.

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

Employee A shall be paid for eight (8) straight-time hours.
Employee B shall be paid for eight (8) straight-time hours and OT in six (6) minute increments.

8.3 Establishment of Touring Watches

The Employer may establish touring watches with the reasonable consent of the Union. When a touring watch is established, the employment of Deck Officers assigned to such watches shall be at the straight-time rate of pay for each such Deck Officer's classification. No tour may exceed a period of twenty-four (24) hours and there must be a minimum of eight (8) hours off duty between work shifts, with the only exception stated in Addendum (Vashon/Fauntleroy/Southworth #2 Vessel). Whenever the off duty time between work shifts is less than eight (8) hours, the Deck Officer's compensation will be continuous at the applicable overtime rate of pay. Further, no touring watch may exceed five (5) consecutive tours to be followed

by not less than four (4) consecutive days off duty. Whenever such a touring watch has been established, it shall be subject to change under the same conditions.

8.4 Removal from Regular Assignment

Whenever any Deck Officer is required by the Employer to move from the Deck Officer's regular assignment and temporarily assigned to a vessel on a different route due to service disruptions or temporary route closures, and/or if the Deck Officer to use the Deck Officer's private vehicle for travel between the Deck Officer's terminal of commencement and the Deck Officer's temporarily assigned terminal of commencement, each such Deck Officer shall receive travel pay and mileage for the distance between the regular Deck Officer's regular relieving terminal or the terminal nearest the Deck Officer's home, and the temporary relieving terminal, whichever is less, in accordance with Schedule A and D.

Whenever a Regular or Relief LDO works overtime on a day off they will be paid travel time and mileage roundtrip to the terminal of commencement from their home terminal.

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

If a temporary assignment is expected to last thirty (30) days or longer, travel time and mileage will not be paid.

If a temporary assignment as a trainer or special project is expected to last thirty (30) days or longer, the Deck Officer's current position will be bid out as an extended temporary position. If the temporary assignment is expected to last one hundred (100) days or longer, travel time and mileage will not be paid past the one hundredth day.

When, due to vessel or terminal breakdown, any Deck Officer, excluding Relief Deck Officers, is removed from their regular assignment to work another job in the fleet, such Deck Officers shall only be assigned by Dispatch to work shifts on their own route, on their scheduled work day, and with like hours (start time within [three (3)] hours of the Deck Officer's regular start time). If there are no work shifts available on their own route, the Deck Officer will be offered all available jobs for the day and may choose to accept any job they are qualified to work, provided it does not interfere with scheduled work the following day.

8.5 Deck Officers Assigned to More than One (1) Route

A. Whenever any Deck Officer is assigned to more than one (1) route, the Deck Officer shall be assigned a primary terminal of commencement and shall be paid travel pay and mileage as required by Sections 7.1 and 7.2 of this Agreement, respectively, both to and from all such assignments, other than the Deck Officer's primary terminal of commencement. Such employees

will be paid travel time and mileage to and from their primary terminal, regardless of the location of their home, to the location of their dispatched assignment which occurs someplace other than their primary terminal.

B. Removal From Regular Assignment
Whenever any Deck Officer is removed from the Deck Officer's regular assignment and temporarily assigned to a vessel on a different route, or if the Employer requires any Deck Officer to use the Deck Officer's private vehicle for travel between the Deck Officer's terminal of commencement and the Deck Officer's temporarily assigned terminal of commencement, each such Deck Officer shall receive travel pay and mileage for the distance between the regular Deck Officer's regular relieving terminal or the terminal nearest the Deck Officer's home, and the temporary relieving terminal, whichever is less, in accordance with Schedule A and D.

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

D. To ensure reliability in training programs when LDO's are utilized as Trainer's, the MM&P agrees to not make recommendations discouraging or prohibiting any LDO's who have been selected and have agreed to participate in training programs from completing those assignments. WSF agrees that personal circumstances could develop that may inhibit the ability of individual trainers from completing their training assignment and these situations will be fairly dealt with on an individual basis as they arise.

If a temporary assignment is expected to last thirty (30) days or longer, travel time and mileage will not be paid.

8.6 Relief Assignments

All Deck Officers working as a regular Relief Deck Officer as determined by current Letter(s) of Understanding between the Union and the Employer shall be assigned a home terminal as close as possible to their residence; Reliefs will not receive travel time unless otherwise noted elsewhere in this Agreement. When dispatched to Friday Harbor, Reliefs will receive an additional three and one-half (3½) hours of pay for each day assigned; connected touring watches will be defined as one (1) day for the purpose of this Rule. Friday Harbor and/or inter-island home ported employees will not receive any stipend pay. Mileage will be paid in accordance with the provisions of Section 7.2 of this Agreement. If a regular Relief Deck Officer is relieved at other than the Deck Officer's terminal of commencement, the Deck Officer shall be paid actual mileage and wages at the rate of pay applicable to the Deck Officers classification, whether overtime or straight-time, for the total detention time involved from the time and point of relief from duty to the time of arrival at the Deck Officer's home terminal. In returning to the

Deck Officer's home terminal, the Deck Officer shall exercise the Deck Officer's best efforts to minimize the cost to the Employer for mileage, consistent with the Deck Officer's safety.

Relief personnel will be given a minimum of twelve (12) hours off prior to being called back to duty. The twelve (12) hour period begins upon completion of the schedule work shift and ends upon reporting for the next shift. Note: this Rule does not apply to Relief personnel working an established touring watch or for double backs. Whenever a Relief Deck Officer on a touring watch is authorized mileage under any terms or provisions of this Agreement, such mileage will be paid for round trips when actually traveled.

Relief employees are required to maintain expertise and knowledge on multiple classes of vessels and are assigned throughout the system as needed. This includes but is not limited to:

- Familiarization on multiple classes of vessels;
- Performing documented break-in on multiple classes of vessels;
- Proficiency in the operation of multiple classes of vessels;
- Knowledge of Coast Guard stability requirements on multiple classes of vessels;
- Knowledge of system waterways including currents, tides, weather conditions and the effects on routes;
- Knowledge of specific emergency evacuation plans, safety systems, emergency equipment and ability to take charge of an unfamiliar crew during emergent situations; and
- Ability to perform lead duties over crew on multiple classes of vessels.

Mileage shall be paid only for travel actually performed to a location other than the employee's home terminal according to Schedule A and D.

Relief Masters working a Trainer Position will be paid at the Relief Master Classification plus mileage from their home terminal.

A. <u>Number of Free Days</u>

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

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

8.7 Extended Shifts for Relief Personnel

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

8.8 Compensation Related to WSF Training Classes

A. There shall be no additional pay for early call outs or shift extensions for training classes.

B. WSF will provide a minimum of ten (10) calendar days' notice to employees required to attend WSF sponsored training classes. With agreement between the employee and WSF, the notice period may be less.

C. WSF will include a lunch period as part of the work shift for employees attending required training classes.

D. WSF agrees to pay employees for their entire scheduled work shift for attending required training classes that are fewer hours than the employee's scheduled work shift.

E. WSF agrees to pay employees overtime, in accordance with Rule 9, for attending training classes that exceeds the number than the employee's scheduled work shift.

F. Travel time for training will be computed using Schedule A and D, and compensated from the terminal closest to the employees' home to the terminal closest to the training location. Travel time and mileage from the terminal closest to the training location to the training facility will also be paid. Travel time, if any, to the extent possible shall be included in the Master's scheduled work shift.

RULE 9 – OVERTIME

9.1 Extended Work Shifts

A. All overtime worked by an employee will be paid at one and one-half (1½) times the employee's straight-time rate of pay for time worked in excess of the employees work shift.

B. First Hour of Overtime

Actual time will be reported but overtime will be paid in six (6) minute increments based on the following for the first hour: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes.

C. Overtime in Excess of One (1) Hour
For time worked in excess of one (1) hour, overtime will be paid at one and one-half (1½) the employee's straight-time rate of pay, in one (1) hour increments.

D. Overtime in Excess of Five (5) Hours
If the extended work shift exceeds five (5) hours, pay shall be at the overtime rate with a minimum of eight (8) hours.

E. Extended work shifts shall not be scheduled on a daily or regular basis. The Employer shall not abuse the use of overtime to avoid scheduling another crew.

9.2 Work on a Scheduled Day Off (Excluding Reliefs)

A. Year round employees, excluding Relief 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 two (2) week work period will be compensated at the overtime rate of pay.

B. In addition, they will receive a callback penalty of four (4) hours of pay at their straight-time rate of pay regardless of the length of the overtime shift or the hours actually worked.

C. Employees working overtime on a scheduled day off will receive Travel Time and Mileage as per Rule 7. Travel Time and Mileage will be calculated from the terminal nearest their home.

9.3 Overtime for Relief Masters

A. Relief Masters shall be paid at the straight-time rate for all scheduled hours worked until they exceed eighty (80) hours in a work period or ten (10) work shifts in a work period. With the following exception:

1. If a Relief has selected ten (10) days or eighty (80) hours of work in a work period and is called for an additional day of work, the Relief will be paid at the overtime rate for the shift the Relief has been called to work even if the Relief has not yet worked the ten (10) days or eighty (80) hours in the work period;

2. If a Relief who worked an overtime shift, has one (1) or more selected shifts cancelled, the Relief may be called to be reassigned to another shift only for the day or days in which selected shifts have been cancelled or the Relief may work the cancelled shift at WSF's discretion; and

3. If the Relief does not accept the new job offered on the day of the cancelled shift or does not call back to dispatch within one (1) hour from the time of the call, the Relief will lose their guaranteed pay

for that day and will be paid at the straight-time rate for the overtime shift.

B. All other work hours not on the printed Deck Schedule (e.g., boat moves, sea trials, etc.) shall be considered eight (8) hour work shifts and Relief Masters shall be paid overtime for any hours in addition to the work shift based on the eight (8) hour day and Rule 9.

C. Relief Masters that work an additional day beyond a defined eighty (80) hour work period and have a minimum of eighty (80) non-overtime compensated hours in a two (2) week work period, will be compensated at their overtime rate of pay. If no jobs are offered on the day or days of the cancelled shift(s), the employee will be paid guaranteed pay for those days.

9.4 Callback for all Relief Masters

In addition to overtime in Subsection 9.3 C, Relief Masters shall receive a callback penalty of four (4) hours of pay at their straight-time rate of pay, regardless of the length of the overtime shift or the hours actually worked.

9.4.01 Overtime Availability Lists

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

LDO's who work overtime, on their days off, as part of training assignments, shall go to the bottom of the Overtime Availability List and shall be utilized for overtime in accordance with the provisions of this Rule.

9.5 Examples of Overtime and Callback for all Relief Masters

A. A Relief Master who has worked or is scheduled to work between seventy-six (76) and seventy-nine (79) hours in a two (2) week period and is called to work extra hours shall receive:

1. X hours of straight-time to eighty (80) hours;
2. X hours of overtime above eighty (80) hours; and
3. Four (4) hours callback at straight-time.

B. A Relief Master who has worked or is scheduled to work seventy-six (76) hours in a two (2) week work period. If the Relief Master is called in to work for an additional eight (8) hour work shift or on a scheduled day off, then the Relief Master receives:

1. Four (4) hours pay at the straight-time rate;

2. Four (4) hours of overtime pay at time and one-half (1½) of their straight-time rate; and

3. Also receives four (4) hours of callback at their straight-time rate.

C. A Relief Master who has worked or is scheduled to work eighty (80) or more hours in a two (2) week work period. If the Relief Master is called in to work for an additional work shift or on a scheduled day off, then the Relief Master receives:

1. A minimum of eight (8) hours of overtime pay at time and one-half (1½) of their straight-time rate; and

2. Also receives four (4) hours of callback at their straight-time rate of pay.

3. Also receives Travel Time from the terminal closest to their home per Schedule A & D.

9.6 <u>Early Call Out</u>

Masters may be called out early, prior to the start of their regular shift, and shall be paid for the early call-out period at the overtime rate of pay, in increments of one (1) hour. A Master will not be called out early if the early call out will violate the USCG's twelve (12) hours in a twenty-four (24) hour period rule for WSF.

9.7 <u>Calls to Return to Work</u>

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

9.8 <u>Work on Scheduled Days Off</u>

Any Master required to work on the Master's scheduled day off shall be paid at the overtime rate for a minimum of eight (8) hours.

9.9 <u>Captain Overtime Availability List (COAL)</u>

The COAL provides a fair and equitable distribution of overtime among Masters holding a permanent or extended temporary position.

A. Master desiring to work overtime, on their days off, shall submit a written request, including the routes/vessels for which they are available to be listed on the COAL.

B. When the Employer has received at least four (4) hours of notice, the Employer is required to fill an overtime assignment using the COAL. Dispatch shall call and leave a message for a Master describing all known overtime assignments including location and hours of overtime assignments. Confirmation of start time will be made if needed during a return phone call. If the Master refuses an overtime job assignment, the Master shall remain in the same position on the COAL.

C. After the initial start based on seniority, the Employer shall utilize a system that rotates a Master to the bottom of the COAL once that Master has accepted an overtime offer.

D. The Employer shall not be precluded from using any Master in the event of an imminent service disruption.

E. Break-in shall not be granted for purposes of expanding a Master's route/vessel availability for overtime.

F. Masters who work overtime, on their days off, as part of training assignments, shall go to the bottom of the COAL.

G. The Employer and the Masters shall share the responsibility of keeping the COAL current. Masters shall supply the Employer with no more than two (2) contact numbers for the COAL.

H. An updated COAL shall be published with each bi-weekly MM&P Status Report.

I. If the Employer fails to offer overtime to a Master at the top of the COAL, the Employer shall correct the missed opportunity by offering the Master the next available overtime opportunity.

J. When dispatching overtime, the dispatcher shall give an employee on watch fifteen (15) minutes to return calls for any overtime shifts that are scheduled to commence more than twenty-four (24) hours from the time the overtime call is made. If the employee fails to return the call within fifteen (15) minutes, the dispatcher may move on to the next available employee using the overtime availability list. All overtime shifts that become available, shall be dispatched at the earliest opportunity to prevent known overtime shifts from being dispatched with less than twenty-four (24) hours from start time.

9.10 Mate Overtime Availability List (MOAL)

The MOAL provides a fair and equitable distribution of overtime among Mates holding a permanent or extended temporary position.

A. Mate desiring to work overtime, on their days off, shall submit a written request, including the routes/vessels for which they are available to be listed on the MOAL.

B. When the Employer has received at least four (4) hours of notice, the Employer is required to fill an overtime assignment using the MOAL. Dispatch shall call and leave a message for a Mate describing all known overtime assignments including location and hours of overtime assignments. Confirmation of start time will be made if needed during a return phone call. If the Mate refuses an overtime job assignment the Mate shall remain in the same position on the MOAL.

C. After the initial start based on seniority, the Employer shall utilize a system that rotates a Mate to the bottom of the MOAL once that Mate has accepted an overtime offer.

D. The Employer shall not be precluded from using any Mate in the event of an imminent service disruption.

E. Break-in shall not be granted for purposes of expanding a Mate's route/vessel availability for overtime.

F. Mates who work overtime, on their days off, as part of training assignments, shall go to the bottom of the MOAL.

G. The Employer and the Mates shall share the responsibility of keeping the MOAL current. Mates shall supply the Employer with no more than two (2) contact numbers for the MOAL.

H. An updated MOAL shall be published with each bi-weekly MM&P Status Report.

I. If the Employer fails to offer overtime to a Mate at the top of the MOAL, the Employer shall correct the missed opportunity by offering the Mate the next available overtime opportunity.

J. When dispatching overtime, the dispatcher shall give an employee on watch fifteen (15) minutes to return calls for any overtime shifts that are scheduled to commence more than twenty-four (24) hours from the time the overtime call is made. If the employee fails to return the call within fifteen (15) minutes, the dispatcher may move on to the next available employee using the overtime availability list. All overtime shifts that become available, shall be dispatched at the earliest opportunity to prevent known overtime shifts from being dispatched with less than twenty-four (24) hours from start time.

9.11 <u>Time Changeover</u>

Overtime shall be paid to each Master, at the appropriate rate, whenever a Master is required to work an extended work day as a result of time changeover from Pacific Daylight Saving Time to Pacific Standard Time.

9.12 Extra Services in Emergencies

Extra time on duty due to emergency service or delay resulting from a collision, breakdown, terminal damage, stranding, rendering aid to another vessel, rendering aid to a person or persons in distress, or lifesaving, shall not result in overtime pay; rather, any required extra time shall be paid at the straight-time rate of pay for the Master working extra time due to emergencies.

9.13 Compensatory Time

A. Accrual

1. Compensatory Time for a Work Shift

A Master may opt to accrue compensatory time in lieu of overtime pay for any work shift, or equivalent, for which they would otherwise be guaranteed a full work shift of overtime pay, as described in Rule 9. Masters may elect compensatory time, or overtime, or a combination of both equivalent to the overtime rate of pay.

2. Compensatory Time in Increments of One (1) or More Hours

A Master may opt to accrue compensatory time in lieu of receiving the overtime on an hour-for-hour basis for overtime hours worked in increments of one (1) hour or more.

3. Masters shall elect compensatory time or pay when overtime or holiday pay is accrued.

B. Maximum Compensatory Time

There shall be no limit on accumulation of compensatory time, except as provided by Washington State law and/or regulation.

C. Compensatory Time Use

1. The Employer shall publish, on a monthly basis, a calendar showing time available for compensatory use. There shall be no fewer than six (6) slots per day, year round, available for compensatory time off.

2. Compensatory time off may be used when a Relief Master is available for coverage.

3. A Master who wants to use their compensatory time must submit a request to the Employer not more than one (1) year in advance, indicating the number of compensatory days off requested.

4. Compensatory time requests shall be approved by the Employer, solely on a first-come, first-served basis, and seniority shall not be a consideration.

5. Compensatory time must be accrued prior to the Relief selection process.

6. Short notice requests for the use of compensatory time by phone may be granted.

7. Relief Deck Officers - If a Relief bids assignments and has seventy-six (76) to eighty (80) hours of work during the work period without using their scheduled compensatory time off, the Relief shall not use their compensatory time and the compensatory time shall be automatically cancelled.

D. Compensatory Time Cancellations

Once compensatory time use has been approved, employees may only cancel the compensatory time request if the request to cancel is made prior to the initial selection for Reliefs for the work period in which the compensatory day falls. With the following exception:

1. A Master may cancel a compensatory time day off if the cancellation is due to the last minute cancellation of business between the Union and the Employer. However, the displaced Relief may be called to be reassigned to another shift only for the day in which the compensatory time day off has been cancelled or the Relief may work the cancelled shift at WSF's discretion.

E. Accounting

An employee's earnings statement shall separately list the amount of accumulated compensatory time and holiday compensatory time the employee has accrued and used.

F. Compensatory Time Calendar Assignment

All members whose name first appears on, or have taken a deferral when offered vacation on the Masters Vacation Calendar, shall begin using slots on the Masters Compensatory Time Calendar beginning on the first day of the winter deck/sailing schedule in accordance with the following:

1. On the third Monday of October, all requests for compensatory time off that fall on the first day of the winter schedule and beyond, will be placed on the Masters Compensatory Time Calendar. These members will continue to request compensatory time off on the Mates Compensatory time calendar for any requested days that fall on or before the third Monday in October and the last day of the fall season.

2. Compensatory time conversions: All approved Mate compensatory time requests previously made by the member that fall on the first day of the winter season and beyond will be converted to any open and available slots on the Masters Compensatory Time Calendar by November 1st. If the member is placed in a standby slot on the Masters Compensatory Time Calendar during the conversion, the

member will remain in position on the Mates Compensatory Time Calendar until the day is moved from standby to available on the Masters Compensatory Time Calendar. All previously approved compensatory time off requests will be honored on either the Mates or Masters Compensatory Time Calendar. Members cannot occupy approved compensatory time slots on both calendars for the same day.

RULE 10 - HEALTH AND SAFETY

10.1 General Provision

The Employer shall take all reasonable and necessary precautions for the health and safety of the Master.

10.2 Sleeping Accommodations on Touring Watch Vessels

A. On all vessels where touring watches are in effect requiring Masters to sleep on board between work shifts, the Employer shall furnish white sheets, pillow slips, mattresses and blankets in adequate quantity and condition for each Master assigned to any such touring vessel.

B. The issuance, assignment and exchange of bedding shall be the responsibility of the Employer and may be delegated to the terminal supervisors. Linens and other items of bedding shall be exchanged and replaced with clean items with sufficient regularity to insure sanitary and healthful sleeping conditions on board all touring vessels.

C. Masters shall have separate and reasonably quiet sleeping environments. Master sleeping areas are to be equipped to provide cold and hot running water, adequate heating and lighting, and meet WISHA air quality standards as determined by WSF's Industrial Hygienist.

D. No Master shall be removed from the Master's appropriate quarter.

E. Any failure to comply with the above requirements shall entitle each Master to reimbursement for actual expenses incurred for other sleeping accommodations.

F. Where no appropriate public accommodations are available within twenty (20) miles from the terminal, the Master, upon proper notification, shall be relieved after the commencement of the next assigned watch after completing one (1) round trip, or as soon as possible and paid at the overtime rate of pay.

10.3 Sleeping Accommodations for other Watches

Subsections 10.2 A, B and C, above shall apply for other than touring watches and sleeping rooms on a vessel may be used by Masters on a first-come, first-served basis.

10.4 Legal Defense

If a Master becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of the Master's employment for the State, the Master has a right to request representation and indemnification through WSF according to RCW 4.92.

10.5 Biohazard Pay

A. When the Master, in the course of responding to a medical emergency, comes in unprotected physical contact with bodily fluids, this shall constitute a "biohazardous" substance exposure. A biohazardous substance is defined as blood, fecal matter or vomit emanating from the human body.

B. A Master shall be paid "Biohazard" pay at the straight-time rate, for a minimum of one-half (1/2) an hour and in one-half (1/2) hour increments in addition to their regular rate of pay.

RULE 11 - HOLIDAYS

11.1 Paid Holidays

Eligible employees will be provided with the following paid holidays per year:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25

11.2 Holiday Rules

The following rules apply to all holidays:

A. Eligibility

1. A full-time employee who is employed before the holiday, does not work on the holiday and is in pay status for eighty (80) non-overtime hours during the month, not counting holidays, shall receive ten (10) hours of regular straight-time pay for the holiday.

2. An employee who is employed before the holiday, does not work on the holiday and is in pay status for less than eighty (80) non-overtime hours during the month, not counting holidays, shall receive less than ten (10) hours of regular straight-time pay for the

holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

3. An employee who resigns or is discharged or separated before a holiday will not be compensated for holidays occurring after the effective date of the resignation, discharge or separation.

B. Employees who work on a holiday will be paid two (2) times the regular straight-time rate of pay for all hours actually worked on the holiday, and up to three (3) hours of guaranteed holiday pay, for a maximum of ten (10) hours of holiday compensation, except in instances where an employee works overtime on the holiday as specified elsewhere in this Rule.

C. An employee may elect to receive compensatory time instead of being paid for the holiday.

D. Holiday compensatory time shall be reported separately from other compensatory time.

11.3 <u>Unscheduled Work on Holidays</u>

Whenever a Master is called back or required to work on a regularly scheduled day off which falls on a holiday, the Master shall be entitled to the hours worked on the holiday at three (3) times the regular straight-time rate of pay for all hours actually worked on the holiday.

11.4 <u>Overtime Associated with Scheduled Shifts Worked on a Holiday</u>

If a Master works beyond their scheduled work shift on a holiday, the Master shall be compensated for holiday overtime hours at the rate of three (3) times the regular straight-time rate of pay. In no event shall overtime worked on a holiday be compensated greater than triple time. Compensation for holiday overtime shall be computed in accordance with Section 9.1.

11.5 <u>Regarding the Use of Compensatory Time Off During Certain Holidays</u>

A. On or about November 1st of each year, WSF will make available six (6) slots for compensatory time off requests for each classification (Master/Mate) that may be granted for Thanksgiving Day and/or the day before Christmas and Christmas Day for the following year. This information will be forwarded to the Union and notification sent to all employees.

B. A Regular Deck Officer desiring to use accumulated compensatory time off for Thanksgiving Day and/or the day before Christmas and Christmas Day must submit a written request to WSF on or before November 16th, indicating the desired compensatory day(s) off. Requests received after November 16th, will not be considered.

C. The Union Delegate Committee will conduct a lottery to select which written requests will be granted for each of the specific day(s). Alternate

requests will also be determined, by lot. In the event an employee who was granted a request and is unable to take such a granted compensatory time off or a change has occurred such that the awarded compensatory time off or a change has occurred such that the awarded compensatory time off falls on the employees' scheduled day(s) off and/or free day(s).

The Union will notify The WSF of the results of the lottery selections.

The WSF will verify employees' eligibility of the lottery results and notify the Union and employees of the granted requests and alternate requests.

D. Employees must have or will have enough accumulated compensatory time off to be considered for the selection process. In the event an employee does not have accumulated compensatory time off two (2) weeks prior to any of the granted day(s) such days will be cancelled and the alternate employee will be awarded the time off.

RULE 12 – VACATION LEAVE

*This Article has been modified by and **MOU** dated October 1, 2019.

12.1 Vacation Leave Credits

After six (6) months of continuous employment with WSF, employees shall receive vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below.

12.2 Vacation Leave Accrual

A. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month shall accrue vacation leave according to the rate schedules provided below.

B. Employees who have been in pay status for less than eighty (80) non-overtime hours in a calendar month shall accrue less vacation leave than the rate schedules below in an amount proportionate to the time in pay status during the month to that required for full-time employees.

12.3 Vacation Leave Accrual Rate Schedules

A. The vacation leave accrual rate schedule shall be as follows:

Months/Years of Employment	Hours per Month/Year
Six (6) months	Forty-eight (48)
Seven (7) months	Fifty-six (56)
Eight (8) months	Sixty-four (64)
Nine (9) months	Seventy-two (72)
Ten (10) months	Eighty (80)
Eleven (11) months	Eight-eight (88)

Months/Years of Employment	Hours per Month/Year
Twelve (12) months	Ninety-six (96)
Two (2) years	One hundred four (104)
Three (3) years	One hundred twenty (120)
Four (4) years	One hundred thirty-six (136)
Five (5) years	One hundred sixty (160)
Seven (7) years	One hundred sixty-eight (168)
Nine (9) years	One hundred seventy-six (176)
Eleven (11) years	One hundred eighty-four (184)
Thirteen (13) years	One hundred ninety-two (192)
Fourteen (14) years	Two hundred (200)
Sixteen (16) years	Two hundred eight (208)
Eighteen (18) years	Two hundred twenty-four (224)
Twenty (20) years	Two hundred thirty-two (232)
Twenty-two (22) years	Two hundred forty (240)
Twenty-four (24) years	Two hundred forty eight (248)
Twenty-six (26) years	Two hundred fifty-six (256)
Twenty-eight (28) years	Two hundred sixty-four (264)
Thirty (30) years	Two hundred seventy-two (272)

12.4 <u>Vacation Scheduling Committee</u>

A. Vacations shall be taken in accordance with the schedule prepared by the Vacation Scheduling Committee, which shall meet annually to prepare a schedule for the next calendar year.

B. Vacation periods for all employees shall be assigned from the Master's seniority roster.

C. Vacation scheduling will begin by September 15th and will be completed by October 1st of each year. Following completion, results will be sent to the employee's home and a copy to all terminals.

D. <u>Compensation for the Vacation Scheduling Committee</u>
The Vacation Scheduling Committee shall consist of not less than two (2) representatives of the Union. Each member of the Committee shall be paid, by the Employer, two (2) full days' pay at the employee's straight-time rate when performing Committee duties. Travel time shall be paid on an hour-by–hour basis, only if the travel occurs outside the eight (8) hour work shift. Mileage will be calculated based on MapQuest.

12.5 <u>Vacation Pay Rate</u>

Vacation pay shall be paid at the employee's permanent or extended temporary rate of pay.

12.6 Mandatory Vacation Leave

A. Every employee with more than five (5) years of employment with the Employer shall take a minimum of one hundred sixty (160) hours in accordance with Section 12.10, except as noted below.

1. Every employee with two (2) years of continuous employment with the Employer shall take a minimum of forty (40) hours of vacation leave.

2. Every employee with three (3) years of continuous employment with the Employer shall take a minimum of eighty (80) hours of vacation leave.

3. Every employee with four (4) years of continuous employment with the Employer shall take a minimum of one hundred twenty (120) hours of vacation leave.

B. The Vacation Scheduling Committee shall assign vacation leave to any employee who fails to submit a vacation bid request and is unreachable by phone.

C. The Commodore with the most seniority may choose their vacation without submitting a bid.

D. Vacation bids shall be done by phone by the Vacation Scheduling Committee beginning no later than the first Monday in October, with employees being called in seniority order, until all employees have been contacted. All vacation bidding shall be concluded no later than October 15th of each year.

E. In order to complete the phone calling in a timely manner, and reduce the time the employees must be available by the phone, all employees must be available for a phone call.

F. Once an employee has been called they will have a maximum of fifteen (15) minutes to declare their vacation selection. Extra time will not be given to an employee except in the case of an employee going to or from work or being at work and temporarily unavailable by phone.

12.7 Vacation Leave Deferral

With the approval of the Union, an employee may, for any reason, make a one (1) time only scheduled vacation leave deferral while working under this Agreement. A deferral may be from one (1) to twenty (20) days and shall constitute the one (1) time for any reason deferral. Medical deferrals may also be granted on a case-by-case basis when agreed upon by the Employer and the Union and shall not count toward the one (1) time “for any reason” deferral. Medical deferrals may occur before or after a scheduled vacation.

12.8 Vacation Leave on Separation

Except for Section 12.10, below, all employees shall be compensated for accumulated vacation leave when separating. Upon retirement, the employee's accumulated vacation leave shall not exceed the maximum allowed by the Washington State Public Employee Retirement System.

12.9 Vacation Leave Maximum

A. Each employee shall be entitled to accrue vacation leave not to exceed three hundred twenty (320) hours.

B. However, there is one (1) exception that allows vacation leave to accumulate above the maximum. An employee may accumulate vacation leave in excess of three hundred twenty (320) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum shall be lost on the employee's anniversary date, except the year the employee exercises their right of deferral per Section 12.7.

12.10 Employment of Less than Six (6) Months

Employees who have not completed at least six (6) months of continuous employment with WSF shall not be able to use their vacation leave credits nor will employees be entitled to payment for their vacation leave credits. This Rule shall also apply to re-employed and re-instated employees.

12.11 Vacations to Coincide with Days Off

A. Each employee will be sent a vacation bid request form and will select a "minimum" of four (4) calendar weeks of available vacation leave during the first work period of January through the last work period of December, consistent with the vessel work cycles. Vacation segments may be selected to begin or end with the employee's regular days off or free days, except in cases of ten (10) day or nine (9) day watches. In these instances, the vacation segment must begin or end with the employee's days off. However, if an employee working on a nine (9) or ten (10) day watch desires to take two (2) consecutive bid vacation weeks between their scheduled days off, they will have the option to push their vacation back or forward so their vacation aligns with their scheduled nine (9) or ten (10) day work weeks. This, allows them to have their scheduled days off before and after bid vacation blocks. The employee shall inform the employer a minimum of thirty (30) days prior to the first day of their scheduled days off. In the event that the employee's vacation is scheduled within thirty (30) days of a new schedule/season, or a new job assignment, the employee shall notify dispatch prior to Version 1 of the desired bid vacation being released (Saturday of Week One of any work cycle).

B. Deck Officers may choose to schedule their four (4) calendar weeks' vacation segments to coincide with their free days, their scheduled days off as per Section A of this Rule, or from Sunday to Saturday of the week

selected, provided no less than forty (40) hours of vacation leave is used, unless the employee's scheduled hours on the vacation days off total less than forty (40) hours.

C. Deck Officers with approved vacation who wishes to begin and end their vacation to coincide with the seven (7) day vacation segment selected, must inform dispatch a minimum of thirty (30) days prior to that work cycle. If a Deck Officer bids onto a new watch at any time during the year and is unable to provide the thirty (30) days' notice, they must inform Dispatch as early as possible if they choose to request their vacation to begin on Sunday and end on Saturday for the week selected.

D. Relief Masters shall notify the Dispatch Coordinator if they would like:

1. The first two (2) days off prior to the commencement of their assigned two (2) week vacation; or

2. The two (2) days off following their assigned two (2) week vacation.

E. A Relief Master shall notify the Dispatch Coordinator if they would like to move:

1. Their assigned two (2) free days to be prior to the commencement of their assigned one (1) week vacation; or

2. The two (2) days following their assigned one (1) week vacation.

F. Notification shall be made thirty (30) days or more in advance of the work period in which their vacation shall begin. If such notification is not made thirty (30) days or more in advance, Regular Relief and Relief Master shall have their two (2) days off assigned.

12.12 <u>Use of Sick Leave in Lieu of Vacation</u>

In the event that an employee becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, the employee may use sick leave in lieu of vacation days for the period of such illness, injury, or incapacity.

12.13 <u>Use of Vacation Leave for US Coast Guard (USCG) Delays of Pilot Endorsement Renewal</u>

When an employee's renewal of their first class federal pilot endorsement is delayed by the USCG due to medical issues as a result of the employee's annual physical, employees may use sick leave for sick leave purposes, vacation leave, compensatory time and leave without pay as necessary.

12.14 <u>Employee Initiated Cancellation of Scheduled Vacations</u>

A. Employee requested cancellations due to medical reasons of any portion of a scheduled vacation must be submitted in writing to the Employer in

advance of the scheduled vacation. The request is subject to approval by the Operations Center Port Captain after consultation with the Union.

B. In the event of vacation cancellations at least thirty (30) days in advance, WSF shall notify all Deck Officers of the available vacation dates by Quick Notice.

C. The open vacation dates shall be filled by a Deck Officer. Cancelled vacation dates will be assigned by a lottery drawing by the Vacation Committee.

D. Any vacation dates won by lottery will be in addition to, rather than in lieu of, the employee's currently assigned vacations. The employee may use compensatory time or vacation leave for the additional vacation dates.

E. An employee may cancel a vacation leave day if the cancellation is due to the last minute cancellation of business between the Union and the Employer. However, the displaced Relief may be called to be reassigned to another shift only for the day in which the vacation leave day has been cancelled or the Relief may work the cancelled shift at WSF's discretion.

12.15 Transfer

To the extent allowed by state law, all accumulated vacation leave credits shall follow any employee who is transferred to another Department of the State of Washington.

RULE 13 - MAINTENANCE AND CURE

13.1 Daily Maintenance Rate

A. When any Deck Officer in the service of a vessel is entitled to daily maintenance, it shall be at the rate of forty dollars ($40.00) per day.

B. In addition and separate from Subsection A, above, for up to ninety (90) days, WSF shall pay a wage supplement of sixty dollars ($60.00) per day which shall cease on the ninetieth day. In the event of a Jones Act judgment the supplemental amount paid by WSF shall be credited to mitigate any Jones Act judgment against WSF.

13.2 Hospital Transportation

Emergency transportation to and from the hospital shall be furnished by the Employer if a Deck Officer becomes ill or injured while on duty.

13.3 Withholding of Benefits

Wages, or maintenance and cure shall not be withheld from any Deck Officer because the employee has or intends to file a claim or a suit for damages, regardless of the Employer's arrangements with an insurance company.

RULE 14 - SICK LEAVE

14.1 Sick Leave Accrual

A. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month shall accrue eight (8) hours of sick leave credit. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth calendar day after the commencement of their employment.

B. Sick leave accruals for employees working less than eighty (80) non-overtime hours will be proportionate to the number of hours the employee is in pay status during the month to that required for full-time employees.

C. Sick leave credits shall accumulate.

14.2 Vacation Leave used in Lieu of Sick Leave

A Deck Officer may use vacation leave in lieu of sick leave. Employees may not use sick leave in lieu of vacation leave, except as provided in Rule 12, Vacation Leave.

14.3 Employee Illness or Injury

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

14.4 Death in a Deck Officer's Family

Sick leave, up to ten (10) days in any one instance, may be used for a death in the immediate family of a Deck Officer or to attend the funeral of a member of the Deck Officer's immediate family. For the purposes of this Rule, family shall be defined as: any relative living in the Deck Officer's household, the Deck Officer's spouse, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, father-in-law, mother-in-law, brother-in-law, or sister-in-law. Upon request and with the demonstration of a good reason, the Employer may approve up to ten (10) days of additional sick leave for the death of a close relative.

14.5 Extension of Wages

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

14.6 Illness in the Family

Sick leave, up to ten (10) days in any one (1) instance, may be used by a Deck Officer, after notifying the employee's Port Captain's office, when a member of the Deck Officer's immediate family, as defined in Section 14.4, is ill or injured.

14.7 Time Sheet Required

No payment of wages for sick leave shall be made until a time sheet is submitted by the Deck Officer, or in the case of the employee's incapacity by a WSF supervisory employee, and received by payroll indicating the use of sick leave.

14.8 Sick Leave Reporting and Verification

A. Sick Leave Reporting

In order to schedule relief, a Deck Officer shall make every attempt to notify dispatch at least four (4) hours prior to their scheduled time to report to work. Deck Officer's shall notify dispatch on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise.

B. Sick Leave Exceeding Five (5) Work Days

For sick leave of more than five (5) working days, the Deck Officer shall secure a written medical statement from the Deck Officer's doctor to support the use of sick leave. Statements should be sent in as soon as possible after the period of absence is over.

C. Sick Leave of Less than Five (5) Working Days

The Employer may require a written statement from the Deck Officer's doctor to support the use of sick leave of five (5) working days or less.

14.9 Compensation from Other Sources

No sick leave claims shall be honored for time loss for which the Deck Officer is receiving State of Washington Industrial Insurance time loss payments (Workers' Compensation), or daily maintenance in Section 12.1.

14.10 Transfer

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

14.11 Sick Leave on Termination

Each Deck Officer's sick leave credits are cancelled automatically upon the Deck Officer's termination of service. Terminated Deck Officers do not receive sick leave credit for the month in which they terminate, unless they work at least eighty-four (84) hours in the month.

14.12 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible Deck Officer or the Deck Officer's estate shall receive cash for their total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement shall not include "vested out of service" employees who leave funds on deposit with the retirement system.

14.13 Use of Sick Leave for US Coast Guard (USCG) Delays of Pilot Endorsement Renewal

When a Deck Officer's renewal of their first class federal pilot endorsement is delayed by the USCG due to medical issues as a result of the Deck Officer's annual physical, employees may use sick leave for sick leave purposes, vacation leave, compensatory time and leave without pay as necessary.

14.14 Voluntary Employees' Beneficiary Associations (VEBAs)

In accordance with state and federal law, the bargaining unit has agreed to form a VEBA (tax-free medical spending accounts) funded by the retiree's sick leave cash out in Section 14.13, above. Should the bargaining unit wish to conduct a vote to determine whether a VEBA will continue for the next calendar year, the Union must notify the Employer by July 1st.

RULE 15 - SEVERANCE PAY

15.1 Calculation of Severance Pay

Claims for severance pay for any Master who loses employment because of the abandonment of ferry routes due to the construction of bridges or tubes, or privatization shall be based on one (1) month's pay for each year of service after taking into consideration the employee's seniority, residence and locale of any employment offered.

15.2 Elections Upon Severance

It is further agreed that details of Section 15.1 shall be negotiated by the parties should the above situations ever occur.

RULE 16 - PASSES

16.1 Employment of Six (6) Months or More

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

16.2 Employment of Two (2) Years or More

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

16.3 Leaving Employment with WSF

Any Deck Officer who leaves employment with WSF shall immediately surrender to the Employer all passes held by the Deck Officer or Deck Officer's spouse and dependents, except as provided in Section 16.4, below.

16.4 Retired or Disabled Deck Officers

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

16.5 Exceptions to Use of Pass

A. No passes of any kind shall be used for the purpose of commuting to or from employment other than employment with the WSF.

B. Vehicle passes shall be used only on a space available basis, and shall not be used between Anacortes and Sidney from June 15 to September 10. However, any exceptions to the pass privileges on the Anacortes to Sidney route between June 15 and September 10 will be in accordance with WSF policy.

C. Nothing contained in Section 16.5 shall be construed as applying to any Deck Officer engaged in traveling to or from work with the Employer.

16.6 Vehicle Passes

A. Vehicle ferry passes are intended to be used for vehicles that the Deck Officer and/or the Deck Officer's spouse have registered, leased or rented. Upon request, the vehicle registration or lease/rental agreement shall be shown when using passes.

B. Vehicle passes will not be used to evade a ferry fare. A vehicle not registered, leased or rented by a Deck Officer and/or the Deck Officer's 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.

16.7 Violation of Pass Policies

A. Any Deck Officer, Deck Officer's spouse or the Deck Officer's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to:

1. A three (3) month suspension of all pass privileges for a first offense;

2. A one (1) year suspension of all pass privileges for a second offense; and

3. Permanent revocation of all pass privileges for a third offense.

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

RULE 17 – ALLOWANCES AND REIMBURSEMENTS

17.1 Required Uniform

A. Deck Officers are required to wear a standard uniform, which is as follows:

1. Black uniform trousers (no sweat pants, shorts, jeans and denim);

2. All black uniform shoes (no sandals and clogs);

3. Black hosiery;

4. White uniform shirts with shoulder boards (no polo shirts);

5. Black Eisenhower-type jacket with shoulder boards; and

6. A regulation uniform cap or approved baseball cap with gold braid and WSF insignia may be worn as an optional part of the uniform.

B. Deck Officers may purchase, at their own expense, a leather jacket from a mutually agreed upon sole source provider. Maintenance and cleaning of the leather jackets will be at the Deck Officer's expense. The Employer is the sole authority whether any leather jacket will be worn due to its condition.

C. When needed for additional warmth, a black uniform military-type sweater or vest with shoulder boards or a heavy-duty black overcoat may be worn.

D. During inclement weather rain gear or a heavy duty overcoat may be worn over the standard uniform. Uniforms shall be clean and neatly pressed at all times.

17.2 Uniform Allowance

A. The Employer shall pay each Deck Officer an allowance for the purchase, maintenance and cleaning of uniforms one thousand dollars ($1000.00) per year. The uniform allowance shall be divided into two (2) equal payments to be made during the months of April and October of each year.

B. Cessation of Employment

Deck Officers leaving WSF for any reason shall be paid accrued uniform allowance at the rate of thirty dollars and seventy-seven cents ($30.77) per two (2) week work period, retroactively. There shall be no deductions for vacation leave, compensatory time used, sick leave, or leave taken to upgrade a license.

17.3 Navigation Equipment Allowance

A. Each Deck Officer shall be reimbursed up to one hundred fifty dollars ($150.00) for navigational equipment in their fifth year of service as a Mate and every five (5) years thereafter.

B. All reimbursement for navigational equipment requires the employee to provide receipts to the Employer.

C. The Employer shall supply annually to each Deck Officer one (1) tide and current tables.

17.4 <u>Tuition Reimbursement</u>

A. Upon written request and the approval of WSF, and successful completion, the Employer shall reimburse all of a Deck Officer's tuition costs, and a Deck Officer's wages, for up to ten (10) days whenever a Deck Officer attends any class, seminar, course, school or institution for the purpose of:

1. Upgrading the Deck Officer's license;
2. Extending the Deck Officer's license; or
3. Increasing the Deck Officer's qualifications as a Deck Officer.

As long as the class, seminar, course, school or institution pertains to the operations of WSF.

B. WSF agrees to pay, as agreed upon by WSF and the Deck Officer, all of the Deck Officer's tuition costs, and the Deck Officer's wages, for up to three (3) days for the renewal of a radar license.

17.5 <u>License and Other Document Renewal Allowances</u>

All employees with Merchant Mariner Credential (MMC) must start their renewal process by turning into the USCG all required forms a minimum of three (3) months in advance of their current MMC expiration. The employer shall provide to the employee all relevant documentation at least six (6) months in advance if the current MMC expiration. Any employee who fails to start the renewal process three (3) months prior to their current MMC expiration date, and their MMC expires, shall be off work without pay until they receive their new documents and shall not be returned to work until the next work cycle after receiving their renewed MMC, except as in Rule 14.14. If an employee is off work, the employee may request a review by the Employer of the circumstances so that the employee does not jeopardize their health insurance benefits.

The Employer shall pay the cost of all license and document renewal up to two hundred twenty-five dollars ($225.00) at five (5) year intervals for license renewals associated with obtaining a Deck Officer's license, MMC and Transportation Worker Identification Credential (TWIC) as required by regulatory agencies.

17.6 <u>Physical Exams for United States Coast Guard License Renewals</u>

The Employer shall pay the cost of physical examinations for maintaining pilotage endorsements on an annual basis, and as required by the United States Coast Guard (USCG) for license renewals. The physical examinations shall be conducted by physicians designated by the Employer, and proof of successfully passing the examination shall be furnished to the Employer.

17.7 **Reimbursement for Property Loss**

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

RULE 18

HEALTH CARE BENEFITS AMOUNTS

18.1 A. For the 2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);

2. Use clinical evidence; and

3. Be the decision of the PEBB.

C. Article 18.1 (B) will expire June 30, 2021.

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

B. If the PEBB authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

18.3 Wellness

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

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar ($25.00) gift certificate each calendar year. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars ($125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

18.4 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

18.5 Medical Flexible Spending Arrangement

A. During January 2020 and again in January 2021, the Employer will make available two hundred fifty dollars ($250.00) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 18.5 B below.

B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:

1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars ($50,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).

4. Base salary excludes overtime, shift differential and all other premiums or payments.

C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.

D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

RULE 19 - DUTIES NOT REQUIRED

19.1 Ticket Selling/Terminal Duties

No Deck Officer shall be required to sell or collect tickets while on board any vessel. In addition, no Deck Officer shall be required to perform any duty customarily performed by terminal staff beyond the traffic gate.

19.2 Unlicensed Duties

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

RULE 20 – SENIORITY

20.1 Pilotage Required for Seniority

To establish seniority, all Deck Officers shall possess at a minimum, a license as Inland Mate on vessels of any gross tons, with a pilotage endorsement for all routes operated by WSF, including interconnecting routes between Vashon Head and Columbia Beach, and have successfully completed WSF Mate's Orientation and Training. Interconnecting pilotage endorsements from Tacoma to Anacortes, will be required of all Deck Officers who bid for Regular Relief positions. The Employer shall make every effort to facilitate the acquisition of interconnecting pilotage for those employees who desire to possess it.

20.2 Payment for Any Required Break-In

The Employer may, but need not, require break-in procedures of any classification of Deck Officer. Any such break-in procedures may be offered to Deck Officers in the applicable classification; and any Deck Officer undergoing any required break-in procedure shall receive full pay for the time required under all provisions of this Agreement relating to the payment of wages, overtime, travel time, and all other forms of compensation. In addition to the above, all Deck Officers, at their request, with the concurrence of the Port Captain, prior to accepting a pending Deck Officer

assignment, shall be entitled to a break-in period not to exceed five (5) days (forty [40] hours), on any vessel on any route and shall receive the straight-time rate of pay for such break in. If the Port Captain does not concur with the request, the Deck Officer may request a review by the Director of Operations.

20.3 Seniority Rosters

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

20.4 Deck Officers Seniority Roster

The Deck Officers seniority roster shall consist of all Deck Officers and, as to each such Deck Officer, shall show the time and place of entering the service of the Employer as a Deck Officer. Each Deck Officer employed by the WSF shall be placed on the Deck Officers seniority roster, provided that the Deck Officer possesses pilotage endorsements for all routes operated by the WSF, as defined in Section 20.1.

20.5 Masters Seniority Roster

The Masters seniority roster shall consist of any Deck Officer who has been employed as a Mate with all route pilotage, as defined in Section 20.1, for a period of one (1) year or more, and who receives a Master's License, shall be placed on the Masters seniority roster as of either the date the Deck Officer presents the Deck Officer's Master's license to the Employer, or upon completion of the one (1) year period referred to above, whichever is later, and provided the Deck Officer possesses minimum USCG license qualifications of a Master, any gross tons, inland waters.

20.6 Mates Seniority Roster

A. The Mates seniority roster shall consist of all fully qualified Deck Officers as defined in Section 20.1.

B. Additionally, any employee who has worked for the Employer for a minimum of six (6) months and presents the Mate's license to the Employer that meets or exceeds the minimum license and pilotage qualifications, shall establish the preliminary Mate's seniority date of the first day of the next Mate's orientation in sequential order of verified document submittal to WSF.

Upon successful completion of Mate Orientation the employee's preliminary seniority date will be established as their seniority date for the mate's seniority roster. If the employee is unsuccessful at completing all elements of Mate Orientation or, the employee chose not to attend the Mates Orientation when invited by the Employer, a new preliminary Mate's

seniority date will be established on the first day of the next available Mate's Orientation in sequential order of document submittal to WSF.

C. Any former WSF/MM&P Deck Officer that is rehired by WSF, will be placed on the Mate's Seniority list six (6) months after being rehired by WSF. They may not be required to complete the Mate's Orientation.

20.7 Posting of Seniority Rosters

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

20.8 Protest of Seniority Rosters

All seniority rosters shall be subject to protest by written notification to the Grievance Committee of the Union, consisting of not less than three (3) members to be elected by the membership of the Union, and who shall be responsible for the preliminary adjudication of all seniority disputes, under the provisions of this Agreement relating to disputes, Rule 22, provided, however, that no protest of seniority roster, except for the correction of a typographical error, shall be commenced more than ninety (90) days after the facts and circumstances giving rise to the protest actually become known or, in the exercise of reasonable care, should have become known, to the Deck Officer affected.

20.9 Union and Management Positions

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

20.10 Elimination of Position

Whenever a regular, or Regular Relief position is eliminated, the Deck Officer displaced thereby shall have the absolute right to exercise the Deck Officer's seniority in selecting a new assignment of the Deck Officer's choosing, thereby displacing a less senior Deck Officer; and any Deck Officer displaced by such an exercise of seniority, shall have the same absolute right to so exercise the Deck Officer's seniority in displacing other less senior Deck Officers; and whenever an extended temporary position is eliminated, the Deck Officer displaced thereby shall have the absolute right to return to the regular position or assignment from which the Deck Officer was promoted, or bump into another extended temporary assignment allowed by their seniority. Whenever an extended temporary position is completed, the Deck Officer completing such position shall have the absolute right to return to the last regular position or assignment from which the Deck Officer was promoted or transferred.

20.11 Pay Period Assignment of Deck Officers

The Employer shall dispatch to each vessel and the Union semi-monthly, a list of all Deck Officer's working regular, and Relief positions. Any Deck Officer who works fifty-six (56) hours or more in any given work period at a classification higher than the Deck Officer's regularly assigned classification, (i.e., Master to Staff Master) shall be paid for the entire eighty (80) hour work period at the rate of pay applicable to the highest classification worked by the Deck Officer during that work period. In the event that a Deck Officer is wrongfully bypassed by a less senior Deck Officer for such assignments, the bypassed Deck Officer shall be paid the wages, including travel time, the Deck Officer would have received if the Deck Officer had not been so bypassed.

20.12 Service by Retired Deck Officers

Present or previously employed Deck Officers who retire in good standing from the Employer's service may, with the approval of Union and the Employer, obtain a summer temporary appointment the period May through September of each calendar year. The temporary appointment is contingent each year upon the Deck Officer providing, at the Deck Officer's expense, a current copy of the applicant's up-to-date license, a drug free certificate, and a medical certification of fitness for duty and completing an orientation and refresher training as may be required by the Employer. The assignment of the retiree will be as follows:

A. WSF Employees who retired under the provisions of the State Employees Retirement System may be rehired consistent with all applicable provisions, laws, and regulations of the State Employees Retirement System.

B. Retired WSF employees that are interested in working shall notify WSF of their interest, in writing. The hiring and selection of retiree(s) and the term of a retiree's employment shall be at the sole discretion of WSF.

C. Retired WSF employees may work any position for which they are qualified and will be paid at the current rate for the classification in which they worked at the time of retirement. Retirees shall not establish seniority and shall not receive benefits as described in Addendum H.

D At the end of the retiree's term of employment, the retiree shall be informed as to their status of being eligible or ineligible for rehire. If the retiree is not eligible for rehire, the reason(s) for being ineligible shall be given in writing and the retiree may ask the Director of Operations or their designee for reconsideration. However, the final determination shall not be subject to the Rule 22, Grievance Procedure.

E Retirees may be used on an emergency basis, only after a reasonable attempt has been made to dispatch any classification of Relief Deck Officer and then Deck Officers on an "overtime availability" list.

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

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

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

G. A uniform allowance shall not be paid to retirees.

20.13 <u>Reduction and Increase in Personnel</u>

In all reductions and increases of personnel, strict seniority shall govern absolutely. Whenever layoffs are necessary, the least senior Deck Officer shall be the first laid off; and whenever Deck Officers are called back to service, the most senior Deck Officer laid off shall be the first returned to work. A laid off Master shall have the right to exercise a bump into a Mate’s position or remain an Extra Relief Deck Officer in either classification and return back to the prior classification when service is made whole or service is restored.

20.14 <u>Demotions</u>

In the event that a Master returns to the classification of Mate due to a reduction of personnel, personal request, for cause, or for any other reason, the Deck Officer shall be entitled to the same position on the Mates’ seniority roster from which the Deck Officer was previously promoted; and the Employer shall immediately notify, in writing, both the Union and the Master involved, of the date of each such demotion.

20.15 <u>Reinstatement of Demoted Deck Officers</u>

When any Deck Officer is demoted for cause, and subsequently reinstated to the Deck Officer’s previous classification, the Deck Officer’s previous seniority date and the Deck Officer’s position in such previous classification shall also be reinstated and remain unchanged.

20.16 <u>Staff Master</u>

The Staff Master classification scope of responsibility is delineated in a Staff Master Addendum B as part of the agreement between the parties. Conditions regarding the selection, probation, bidding, bumping, performance, compensation, Peer Review responsibilities and other conditions are covered in detail in the Addendum B. Substantial changes in responsibility are subject to negotiations.

RULE 21 – DISCIPLINE

21.1 Discipline for Cause

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

B. Discipline includes oral reprimands, written reprimands, reductions in pay, suspensions, demotions and discharges.

C. Negligence in navigational and/or ship handling responsibilities, which results in property damage or injury to vessel personnel and/or passengers, shall be deemed "just cause" for discipline.

21.2 Guidelines for Performance

The Employer shall prepare and disseminate to all Deck Officers the Code of Conduct for Deck Officers, which may be modified at the Employer's discretion, in consultation with the Union, from time to time. The Employer shall also prepare and disseminate position descriptions to Deck Officers.

21.3 Investigation of Cause for Discipline

A. The Employer shall have the right to hold any Deck Officer out of service on an alternative assignment pending an investigation. Both the Union and the Deck Officer involved will receive prompt written notification, of an alternative assignment.

B. If such a Deck Officer is exonerated of the charges as a result of any hearing or appeal, the Deck Officer shall immediately be reinstated to the Deck Officer's prior position without loss of seniority; shall be paid for all time lost in the amount which the Deck Officer would ordinarily have earned had the Deck Officer been continued in the service during such period; shall have all documents pertaining to the specific incident removed from the Deck Officer's personnel file and all other records of the Employer immediately changed to reflect the disposition; and the incident shall not be used against the Deck Officer in any manner.

21.4 Derogatory Documents

A Deck Officer shall be given a copy of all written censures, letters of reprimand, adverse reports, adverse performance evaluations, or other documents of an adverse or derogatory nature which are placed in such Deck Officer's personnel file. The Deck Officer may respond to such material, which response shall be placed in the Deck Officer's personnel file, or the Deck Officer may resort to the grievance procedure established by the provisions of this Agreement relating to disputes in Rule 22, and the eventual adjudication or resolution of the dispute shall also become a part of the Deck Officer's personnel record. However, the evaluation process is subject to the grievance procedure. The specific contents of performance evaluations are not subject to the grievance procedure

21.5 Absent without Approved Leave

When an employee is absent from work for three (3) consecutive days and who is not on an approved leave may be disciplined up to and including termination. Absences due to illnesses, injury or due to emergency situations as specified in Subsection 28.11 B 5 must be considered in determining just cause.

21.6 Voyage Data Recorders

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

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

A. To a government agency as required by law;

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

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

21.7 Video Monitoring/Security Equipment/Key Boxes

Information obtained by means of WSF Video Monitoring/Security Equipment/Key Box devices will not be used to initiate or pursue any disciplinary action against a Deck Officer, except in cases involving criminal activity, or reportable Marine incidents, or accidents.

Information obtained by the Video Monitoring Devices may be released as follows:

A. To a government agency as required by law;

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

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

21.8 Removal of Documents

Deck Officers must be provided with a copy of all material placed in their official personnel file related to their job performance. Material placed into the supervisor's working file related to job performance will be brought to the Deck Officers attention. The Deck Officer may provide a written rebuttal to any information in the file that the Deck Officer considers objectionable. All material placed in the Deck Officer's personnel file relating to misconduct will be removed when the Deck Officer has been exonerated of wrong doing. In all other cases, a Deck Officer may request that the appointing authority remove material one (1) year after issuance.

A. Written reprimands will be removed from the Deck Officer's personnel file after two (2) years if:

1. The Deck Officer submits a written request for its removal;

2. Circumstances do not warrant a longer retention period such as sexual harassment or criminal activity; and

3. There has been no subsequent discipline.

Such removal will occur within ten (10) working days of the request.

B. With the exception of permanent demotions, records of disciplinary actions involving reductions-in-pay, suspensions or demotions, shall be removed after five (5) years if:

1. The Deck Officer submits a written request for its removal; and
2. Circumstances do not warrant a longer retention period; or
3. There has been no subsequent discipline of a similar nature.

Such removal will occur within ten (10) working days of the request.

C. Performance evaluations will be removed from the Deck Officer's personnel file after three (3) years if:

1. There have been no documented performance deficiencies in a subsequent performance evaluation; and

2. The Deck Officer submits a written request for its removal.

Such removal will occur within ten (10) working days of the request.

D. Nothing in this Rule will prevent the Employer from agreeing to an earlier removal date.

RULE 22 - GRIEVANCE PROCEDURE

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

22.2 **Terms and Requirements**

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this

Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this 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. The Union, as exclusive representative, is considered the only representative of the employee in grievance matters and has the right in a grievance to designate the person who will represent the employee on behalf of the Union.

C. Computation of Time

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

D. Failure to Meet Timelines

Failure by the Union to comply with the initial thirty (30) day deadline contained in Subsection 22.3 A, below, will result in automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this Grievance Procedure may be submitted to the arbitrator for their 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 of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;

3. The specific Rule and/or Section of the Agreement violated;

4. The specific remedy requested;

5. The name of the grievant or description of the group;

6. The steps taken to informally resolve the grievance; and

7. 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 timeframes resume. Any expenses and fees of alternative methods will be shared equally by the parties.

22.3 Filing and Processing

A. Filing

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

B. Processing

Step 1 – Director of Operations or Designee

If the issue is not resolved informally, the Union may present a written grievance to the Director of Operations or designee with a copy to the WSDOT ferries division Labor Relations Office at laborrelations@wsdot.wa.gov within the thirty (30) day period described above. The Director of Operations or designee will meet or confer by telephone with a Union steward and/or staff representative and the grievance within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Pre-Arbitration Review Meetings

If the grievance is not resolved at Step 1, the Union may request a pre-arbitration review meeting (PARM) by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM State Human Resources Labor Relations Section (LRS) with a copy to the WSDOT ferries division Labor Relations Office at laborrelations@wsdot.wa.gov within fifteen (15) days of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union.

1. If a PARM will be scheduled with the LRS, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.

2. If the parties are unable to reach agreement to conduct a meeting, the LRS will notify the Union in writing that no PARM will be scheduled.

Within thirty (30) days of receipt of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any PARM will not be reported or recorded in any manner, except for written agreements reached by the parties during the course of the PARM. Unless they are independently admissible, statements made by or to any party in the PARM, may not be:

1. Later introduced as evidence;

2. Made known to an arbitrator or hearings examiner at a hearing; and/or

3. Construed for any purpose as an admission against interest.

Step 3 – Arbitration

If the grievance is not resolved at Step 2, or the LRS notifies the Union in writing that no PARM 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 PARM or receipt of the notice no PARM will be scheduled. However, by agreement the parties may instead refer the dispute to the Public Employment Relations Commission (PERC) 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 their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and

   c. Not have the authority to order the Employer to modify their 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(s), will be shared equally by the parties.

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

3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the

arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

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

RULE 23 – WORK STOPPAGE

There shall be no strikes, lockouts or work stoppages; it is the intent of the parties that all controversies shall be settled amicably and harmoniously.

RULE 24 - MANAGEMENT PROVISIONS

24.1 Management Rights

In addition to management rights established in RCW 47.64.120, the Employer retains the right and duty to manage its business, including the following:

A. The right to adopt regulations regarding the appearance, dress, conduct of its employees; and

B. To direct the work force consistent with work procedures as are necessary to maintain safety, efficiency, quality of service and the confidence of the traveling public that are not contrary to the terms and provisions of this Agreement.

24.2 Union Intercession

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

24.3 Illegal Discrimination and Harassment

The Employer and the Union are committed to ending illegal discrimination and harassment in any and all forms. To this end, neither WSF nor the Union shall discriminate against any employee in any manner prohibited by law.

24.4 Reasonable Accommodations

When WSF is presented with a circumstance which may require the reasonable accommodation of a disability and the accommodation might result in a violation of this Agreement, WSF and the Union will meet to discuss the proposed accommodation and possible conflicts with this Agreement. By agreeing to discuss the accommodation, the Union does not waive any position or argument, including, but not limited to, the following: that accommodations that do not violate this

Agreement are available and appropriate and the law neither requires nor permits accommodations that violate this Agreement.

RULE 25 –BIDS

25.1 Applicability

This Rule shall be used for filling vacant regular and extended temporary Master positions, including bidding/bumping when positions are eliminated or positions are significantly changed.

25.2 Eligibility

To be eligible to bid for a specific job a Master must appear on the Masters' Bidding List, have all route pilotage and have all appropriate documentation, including license, endorsements and physical, on file in WSF Human Resources.

If bidding on positions with routes to Canada all Reliefs must have no barrier to entry.

25.3 Seasonal Bidding

A. All bidding will be stopped approximately six (6) weeks prior to the start of a season. Once bidding has stopped, all vacancies shall be filled by dispatch until bidding resumes.

B. The following items shall be distributed to all Masters in a Bid Packet prior to Seasonal bidding:

1. A timeline indicating the dates of all bids associated with seasonal bidding;

2. A Masters Seniority List (for winter bidding only);

3. A Masters Bidding List;

4. New Deck and Sailing Schedules;

5. A Route List indicating all permanent assignments; and

6. An Optional Domino Bid Form.

C. First, there shall be a "Phone Bump" for all Masters in positions that are being eliminated or significantly changed. Second, there will be an "Optional Domino Bid" for any vacant permanent positions as a result of the phone bump. Finally, there will be a "Temporary Domino Bid" for all known extended temporary positions.

25.4 <u>Phone Bump</u>

A. Masters in regular positions that will be eliminated or significantly changed for the next season shall have the opportunity to bump, based on seniority, to a different permanent position, which may include a Mate's position.

B. A Permanent or Relief Master may waive a permanent Master's position and bid on a permanent Mate's position provided they meet all Mate qualifications. If a Deck Officer bumps into a Relief position, the Relief next lower in seniority will be entitled to a bump. If that Relief Deck Officer chooses to stay in a Relief position, the bump will continue down the seniority list within the Relief pool until the least senior Relief Deck Officer is bumped to another permanent position. The general phone bump will then continue by seniority until completion. WSF shall have the right to fill all vacant Master and Relief Master positions by assigning in reverse seniority order from the Masters Bidding List.

C. Permanent and Relief Masters who do not have adequate seniority to bid on a Master's position may bid on a Mate's position based on the employee's Mates seniority date.

D. <u>Significantly Changed Position Definition</u>
The definition of a "significantly changed" position is:

1. A change in the vessel's relieving terminal;

2. Any change of more than three (3) hours in a daily work schedule;

3. When one (1) or more assigned days off are changed in the work period; and/or

4. Any change to or from a touring watch.

E. <u>Master Availability for the Phone Bump</u>
All Masters shall be available by phone on the assigned phone bump days. Even if a Master does not wish to bump to a different position, the Master may be bumped by a more senior Master.

F. The phone bump shall begin on the first assigned day by calling the most senior Master whose position shall be eliminated or significantly changed. The Bid Administrator shall ask each Master contacted for their decision to bump a less senior Master from their position or not to bump.

G. The phone bump will continue through the seniority list, in seniority order, until all Masters have been contacted who are in eliminated positions, in changed positions, and less senior Masters who have been bumped out of their positions by a more senior Master.

H. Once a Master is called, they shall have a maximum of fifteen (15) minutes to make his or her decision. Extra time shall not be given to any Master except in the case of a Master going to or from work or being at work and temporarily unavailable by phone.

I. Masters may not bump into a vacant position.

J. <u>"Try Out" Period for Significantly Changed Positions</u>

1. If a Master chooses to stay in a significantly changed position, the Master may also choose to "try out" the significantly changed position for the duration of the season.

2. When a Master has indicated to the Bid Administrator they want to "try out" a significantly changed position, the Master has thirty (30) days after the beginning of the changed schedule to send a written request to the Bid Administrator to request a bump during the next seasonal phone bumping period.

3. If more than one (1) Master indicates they are trying out their changed position, WSF shall wait the entire thirty (30) day period prior to beginning another phone bump.

K. If a Master is out of town and unavailable by phone, the Master shall send written notification to the Bid Administrator and Union with their watch choices in preference order. The written notification must be received no later than the day before the phone bump begins.

L. If a Master is not available by phone and has not complied with Subsection K, above, the following shall apply:

1. If a Master's position has significantly changed but the Master has not been bumped from their position by a more senior Master, the Master shall continue in their current significantly changed position.

2. If the Master has been bumped by a more senior Master or their position has been eliminated, the employee has the right to exercise a bump into a Master or Mate position.

M. Phone bump results shall be posted on or before the next business day after the phone bump has been completed.

25.5 <u>Optional Domino Bid</u>

If there is at least one (1) vacant permanent position after the phone bump is completed, there shall be a written optional domino bid. Masters have the option to bid or the option not to bid on vacant permanent position(s). Vacant permanent positions will only be filled thru the Optional Domino Bid process at the start of each season. Subsequent permanent positions that become vacant after the optional

bid process has been completed will be filled as an extended temporary bid until the next seasonal Optional Bid.

A. A completed bid form shall be sent to the Bid Administrator, Attn: Master Job Bid. All written bid forms shall be dated and time stamped as they are received in WSF Operations.

B. In order for a bid form to be considered valid it:

1. Must be filled out completely; and

2. Must be received in WSF Operations before the closing date and time.

C. Bids may be emailed to the Bid Administrator, mailed, hand-delivered or faxed. The Bid Administrator's email address is BidAdmin@wsdot.wa.gov. The FAX number is 206-389-8529.

25.6 Extended Temporary Domino Bids

A. All known extended temporary assignments will be bid simultaneously as a domino bid.

B. Any new extended temporary positions that come up after the bid in Subsection 25.6 A, above, shall be bid as a domino bid.

C. The process used for Subsections 25.6. A and B, above, shall be the same process used for the Optional Domino Bid in Subsections 25.5 A - C, above.

25.7 General Information for All Regular Bids (excluding Seasonal Bidding)

A. Bid notices, and bid forms will be posted on the shared WSF network and available on the computer in the pilothouse of each vessel.

B. After the bids close, a notice of the employees who have been awarded positions will be sent to the pilothouse of each vessel and will be posted to the shared WSF network and available on the computer in the pilothouse of each vessel.

C. Each employee bidding may want to keep a copy of a completed bid form for their records.

D. New job postings will open the last Friday of a work period and will close at 5:00 pm on the following Thursday, unless otherwise agreed.

E. Cancellation of a bid must be done in writing and received by WSF Operations prior to the bid closing date and time.

F. The results of bidding shall be announced via an email notice posted on the shared WSF network and available on the computer in the wheelhouse of each WSF vessel.

G. Each employee awarded a bid to a new position shall receive written notification indicating the effective date of the new assignment, which will generally be coordinated with the next work period.

H. The goal is to fill positions by the beginning of each season.

25.8 <u>Bid Results Disputes</u>

A. Bid results will be posted on or before the next business day after the bid closes. Employees will have until 5:00 pm on the next Monday to dispute their bid. If the dispute is over the timely receipt of a bid form, the employee will need to show proof that they emailed or faxed the bid in a timely manner.

B. The Bid Administrator will research the dispute and make any necessary corrections. Corrections will be posted via email to all affected Masters.

25.9 <u>Unfilled Extended Temporary Positions</u>

A. Extended temporary positions that have not been filled by the bid process above shall be offered to the most senior Masters on the Masters bidding list.

B. WSF Bid Administrator shall contact Masters on the Masters bidding list by telephone.

C. In the event that no one accepts the position(s), the least senior Master(s), on the Masters bidding list will be assigned, without the right of refusal.

RULE 26 – LABOR MANAGEMENT COMMITTEE AND MEMORANDUM OF UNDERSTANDING COMMITTEE

26.1 <u>Labor Management Committee Purpose</u>

A. A Labor Management Committee (LMC) shall be formed to promote a constructive and cooperative relationship. The purpose of the LMC is to provide communication between the parties, to share information, to make recommendations to improve operating efficiencies and safety on vessels of WSF.

B. To fulfill this purpose, the LMC may review all terms of the parties existing Collective Bargaining Agreement and all WSF policies, procedures and practices affecting matters of operational efficiency and safety. The LMC may recommend modifications to current policies, procedures and practices which are consistent with existing contract terms.

26.2 <u>Committee</u>

A. Either party may propose items for discussion on topics which may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, and/or resolving workplaces problems.

B. The LMC will meet and discuss and exchange information of a group nature and general interest to both parties.

C. The LMC will consist of not more than three (3) members appointed by each party. By mutual agreement, the LMC may invite other individuals (e.g., subject matter experts or observers) to attend and participate in LMC meetings.

D. Meetings will be chaired alternately by a WSF designee and a Union representative, who shall be designated by the Vice President of the United Inland Group.

26.3 <u>Meeting Agendas and Reporting</u>

A. Unless otherwise agreed, each party shall submit no more than two (2) issues to be placed on the agenda for each meeting and agenda items shall be submitted to the Chair at least three (3) working days before the next scheduled meeting.

B. The Chair will prepare an agenda and make it available to all members at least one (1) workday prior to the meeting. The agenda will include a brief description of each item to be discussed.

C. Topics not on the agenda will not normally be discussed, but may be placed on the next meeting's agenda. Emergency items may be added to the agenda by mutual consent. Discussion of agenda items will be alternated.

D. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.

26.4 <u>Meeting Costs, Schedules and Locations</u>

A. Union committee members shall be compensated at their regular straight-time rate, including travel time and mileage, not to exceed eight (8) hours. The Union shall be responsible for compensation and travel expenses for any Union observers or Union subject matter experts.

B. The LMC shall meet at reasonable times and places as mutually agreed and shall meet at least quarterly.

C. Meetings will be limited to no more than eight (8) hours in duration, including of travel time, unless otherwise agreed.

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

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

F. The LMC shall have no authority to modify any provision of this Agreement, to conduct any negotiations, or to resolve issues or disputes regarding the implementation or interpretation of this Agreement.

26.5 <u>Memorandum of Understanding Committee Purpose</u>

A. The parties agree there shall be a committee of three (3) representatives from MM&P and three (3) representatives from WSF. The Committee shall review letters and Memorandums of Understanding (MOUs) to determine if they are applicable and should be attached as an appendix to the Mates and/or the Masters Agreement(s).

B. The MOU Committee will evaluate how often the Committee should meet.

Agendas for the MOU Committee meetings shall be agreed to and set at least two (2) weeks in advance indicating the specific MOUs to be reviewed.

RULE 27 – MEALS

27.1 <u>Meals Aboard a Vessel</u>

The charge for meals purchased and eaten on board the ferries while on duty or while going to and from duty by Deck Officers shall be at one-half (1/2) the normal retail price of such meals rounded up to the nearest cent.

27.2 Deck Officers purchasing meals at a discount shall be required to sign sales slips at the completion of service.

27.3 The food discount shall be granted to Deck Officers on the route to or from places of assignment regardless of route traveled.

27.4 The food discount shall also be granted to Deck Officers riding for pilotage time.

27.5 This Rule only applies to vessels that provide public galley service and excludes vending service.

RULE 28 - MISCELLANEOUS LEAVE

28.1 <u>Leaves of Absence</u>

A. With thirty (30) calendar days' written notification (except in emergencies) to the Employer and with written approval, employees may 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.

B. Extended Leave Approval Process

In the case of all extended leaves the employee shall obtain written approval from management in advance of taking the leave:

1. For absences over thirty (30) calendar days it must be on the appropriate WSF form.

2. For medical leaves over thirty (30) calendar days, the employee must also submit a Certificate of Health Care Provider on the appropriate WSF form. WSF shall normally provide employees with a Request for Extended Leave Form with an explanatory cover letter no later than thirty (30) calendar days after their first day of absence.

3. The completed Request for Extended Leave Form should be submitted to WSF as soon as possible.

4. For all leave, the employee must indicate a start date for the leave and an end date for the leave. The terms of all leaves of absence shall be in writing and may be extended up to the maximum time allowed for the specific type of leave.

5. An employee must obtain written management approval for extensions before the end date of the leave, except in cases of emergency. Extensions must be applied for a minimum of seven (7) calendar days before the end of the leave. Extensions to leave beyond the maximum times allowed will be non-precedent setting and will be at the sole discretion of the Employer.

C. With thirty (30) calendar days' written notification to the Employer, employees may be granted leaves of absence for up to twenty-four (24) months, for a Deck Officer who is desiring to enter a qualified Marine Pilot Program. As long as these conditions are complied with the employee will retain their seniority provided that the employee's seniority will be frozen at the time they leave the bargaining unit and will not begin to accrue until such time that they return to a classification covered by this Agreement.

28.2 Return from Leave:

A. Employees who have been on an approved leave of absence may return to work before the date specified on as the end date. 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.

B. An employee on a 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 per Section 21.5.

28.3 <u>Return from Leave Less than Forty-Six (46) Days</u>

A. An employee returning to full duty from an authorized leave of absence for less than forty-six (46) calendar days will be reinstated to their former position which includes shift, classification and days off unless otherwise provided for by bidding requirements when there was a bid held during the employee's absence which would qualify the employee for a different shift.

B. When an employee is absent from work for a period of more than five (5) calendar days, but less than forty-six (46) calendar days for medical reasons, WSF may, at the sole discretion of the Employer, require 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.

28.4 <u>Return from Leave More than Forty-five (45) Days</u>:

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

B. A completed/signed Job Analysis Form will be accepted by WSF if the form was completed and 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.

C. If the employee is ready to return to work as expected, the employee shall be returned to work as soon as practicable, but no later than forty-eight (48) hours after WSF Human Resources receives the completed and signed Job Analysis Form, excluding weekends and holidays. For example, if WSF receives the completed and 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 Tuesday. WSF's failure to return an employee to work as soon as practicable, but no later than forty-eight (48) hours shall be subject to the grievance procedure.

D. 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 grievance procedure.

E. An employee returning to full duty from an authorized leave of absence for more than forty-five (45) days will be returned to their former position which includes shift, classification and days off unless otherwise provided for by bidding requirements when there was a bid held during the employee's absence which would qualify the employee for a different shift.

28.5 Timely Return from Layoff

A. Employees being laid off will be given an approximate return to work date.

B. Employees will receive a certified letter and a regular letter sent to the last known address of the employee regarding their return to work from layoff, including a start date.

C. An employee failing to contact WSF within five (5) calendar days of the date of the return receipt letter and/or an employee is unavailable for work beyond ninety (90) calendar days of the start date, shall lose their seniority and shall not be rehired.

28.6 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.

28.7 Leave without Pay

Paid leaves approved shall be compensated as approved and shall not be converted to Leave Without Pay (LWOP) without management approval.

Leave without pay will be granted for holidays of faith and conscience for up to two (2) days per calendar year provided the employee's absence will not impose an undue hardship on the Employer as defined by WAC 82-56-020 or the employee is not necessary to maintain public safety.

28.8 Use of Leave without Pay for US Coast Guard (USCG) Delays of Pilot Endorsement Renewal

When a Master's renewal of their first class federal pilot endorsement is delayed by the USCG due to medical issues as a result of the Master's annual physical, Masters may use sick leave for sick leave purposes, vacation leave, compensatory time and leave without pay as necessary.

RULE 29 - SENIORITY DISPATCH FOR RELIEFS

29.1 Applicability

This Rule shall be used for filling Regular Relief Master positions. All Relief positions shall be bid by seniority.

29.2 <u>Eligibility</u>

All Reliefs shall be available and qualified to work all assignments and routes or forfeit their guarantee time. In addition, all Reliefs shall have no barrier to entry to Canada.

29.3 <u>Regular Relief Masters Free Days</u>

A. Prior to the start of the fall and summer seasons, immediately following the Seasonal Bid, Regular Relief Masters shall bid on Free Days.

Masters assigned as a Relief Master for the season, whether it is a permanent or temporary assignment, shall fill out a Free Day Bid Form and return it to the Bid Administrator. Free days will be assigned on a seniority basis.

B. If a Relief vacates their assignment at any time during the season, the Master that wins the bid for that position shall assume the same free days as the ones held by the Relief that vacated the assignment. The parties agree that a Relief cannot bid to another Relief position in order to change free days.

C. If an additional Relief position is created by mutual agreement between WSF and MM&P at any time during the season, then WSF may select the free days for that position based on business needs.

D. When bidding the temporary assignments associated with Subsections A and B, above, the free days assigned to that job shall be listed as part of the temporary bid notification by the Bid Administrator.

29.4 <u>Relief Initial Selection Process</u>

A. Prior to each work period, available job assignments will be e-mailed to Reliefs and the Union prior to Dispatch calling Reliefs by seniority. Touring watches shall not be broken up for selection purposes.

1. Version One will be emailed on Saturday with a supplemental version emailed on Wednesday.

2. Assignment selections will commence on Wednesday of the week prior to the work period and will be completed by Saturday.

3. Final selections shall be emailed to all Reliefs and the Union, prior to the start of the work period or when the initial selection process has been completed.

B. <u>Selection</u>

Job selections will start with the most senior Relief Master, working down the Relief Masters list by seniority until all jobs are taken or everyone has been offered the available choices.

C. Reliefs that have selected seventy-six (76) to eighty-four (84) hours of work have fulfilled their obligation to work in that work period and have now

established days off. Reliefs will not be offered additional jobs until all Reliefs have met the seventy-six (76) hour threshold.

D. Reliefs who have selected between seventy-six (76) and seventy-nine (79) hours have the right to refuse additional jobs. Overtime incurred in the application of this Rule is not in violation of the overtime list in Rule 9, Overtime.

E. Unfilled Assignments

1. If a Relief does not select an available job and jobs are unfilled after initial selection, Reliefs shall be dispatched from the bottom of the seniority list upward to fill any remaining jobs.

2. The least senior Relief will choose a remaining job. If multiple jobs exist the next Relief on the list will choose one (1) of the remaining jobs. This practice will continue moving from the bottom of the seniority list in an upward direction until all jobs are filled.

3. Reliefs who were assigned a job by Subsections E. 1 and 2, above, and the assignment's travel time is more than three (3) hours round trip as described in Schedule A and D, may choose to call dispatch daily to request a reassignment. At the request of these Reliefs, Dispatch shall offer reassignment by seniority for the day that was assigned if there is a minimum of twelve (12) hours prior to the start of at least one (1) of the assignments. Dispatch shall offer the open position to the Relief requesting reassignment before offering the open position to Extra Relief Deck Officer's, before offering the open position to Regular Relief Mates as Extra Hours and before offering the open position on overtime from the Captain's Overtime Availability List (COAL). Dispatch, at their discretion, may offer reassignment by seniority for the day that was assigned if there is less than twelve (12) hours prior to the start of both assignments. Reassigned days shall not alter any previously selected jobs.

F. Cancellation of Relief Assignments

When a Relief has a job cancelled, the Relief shall be assigned only to jobs that appear in the Deck Schedule as an AM or PM shift or additional work that falls outside of the deck schedule (i.e. sea trials, annuals, boat moves) between the hours of midnight to midnight. Reliefs shall not be assigned to Graveyard shifts, or any shift that interferes with previously scheduled work or the Relief's Free Days. In no instance can a new assignment conflict with the twelve (12) hour Rule.

29.5 Regular Relief Initial Dispatch Rules

A. During the initial selection processes as detailed in Section 29.4, above, Reliefs will be called in seniority order at two (2) phone numbers known by WSF between 0800 and 1900 hours, or anytime that a Relief is on duty. If

a Relief is at work they will be called on the ship's telephone or the ship's radio in order to make contact with the Relief.

B. After each Relief has made a selection, within thirty (30) minutes the dispatcher shall send the next Relief the most current version via email and call the Relief informing them the updated list has been sent. The Relief will then have thirty (30) minutes to review the updated list and return the call before selecting from open assignments; if the Relief does not return the call within thirty (30) minutes, the dispatcher may move on to the next Relief. However, a Relief working on the Seattle-Bremerton route, the Anacortes-San Juan-Sidney route or who is in transit to work will have until they arrive on watch to return the call. Reliefs that are at work will be afforded reasonable time to fulfill job selections based on route and workload.

C. When the Relief LDO who has not returned the phone call to dispatch in the timeframe listed above, does make contact with dispatch, the Relief will be offered all remaining jobs that are still remaining in the initial selection process.

29.6 <u>Day-to-Day Relief Dispatch</u>

A. If insufficient work is available or a Relief has selected less than seventy-six (76) to eighty-four (84) hours, day-to-day dispatching of incoming assignments will be offered by seniority to Reliefs available on that day.

B. When called, a Relief may turn down the job offer, as long as there is a less senior Relief available for that job assignment. The least senior Relief must take the job assignment.

C. Reliefs who have selected less than seventy-six (76) hours in a work period may be offered any assignment that totals seventy-six (76) to eighty-four (84) hours worked.

D. When an assignment is offered where the total hours worked would exceed eighty-four (84) hours it may be rejected without penalty. However, Reliefs may elect to accept offered assignments that exceed the eighty-four (84) hour threshold.

E. Any Relief who has not reached seventy-six (76) hours is subject to assignment up to eighty-four (84) hours.

F. Reliefs who were assigned a job and the assignment's travel time is more than three (3) hours round trip as described in schedule A & D, may choose to call dispatch daily to request a reassignment. At the request of these Reliefs, Dispatch shall offer reassignment by seniority for the day that was assigned if there is a minimum of twelve (12) hours prior to the start of at least one (1) of the assignments. Dispatch shall offer the open position to the Relief requesting reassignment before offering the open position to extra

Relief Deck Officers, before offering to Relief Masters as extra hours and before offering the open position on overtime from the Captain's Overtime Availability List (COAL). Dispatch, at their discretion, may offer reassignment by seniority for the day that was assigned if there is less than twelve (12) hours prior to the start of both of the assignments. Reassigned days shall not alter any previously selected jobs.

29.7 Day-to-Day Dispatch Rules

During the day-to-day dispatching process the same timelines listed in Section 29.5, above will be in effect with the following exceptions:

A. Job assignments that are received by WSF Dispatch that are more than twenty-four (24) hours from the time of the call to the Relief. In no instance shall a Relief be called before eight o'clock (8am) or within ten (10) hours from the previous shifts ending time. The Relief will have one (1) hour to return the call to accept or reject the assignment. If the job assignment has less than twenty-four (24) hours the Relief may be called after eight (8) hours off from the previous shift ending time and then will follow the timelines listed in Section 29.5, above.

B. Job assignments that are received by WSF Dispatch that begin less than four (4) hours from the time of the call to the Relief, the Relief will have fifteen (15) minutes to return the call before moving on to the next senior Relief.

C. Job assignments that are received by WSF Dispatch that are less than three (3) hours from the time of the job are not subject to the time lines above. Calls made to the Relief will be in seniority order to find the first available Relief who will be available to work at the start of the work shift.

D. Failure to return phone call in the timelines listed will not jeopardize a Relief's claim to guaranteed time unless the Relief is the least senior Relief for the day of the job assignment.

E. When calling Reliefs on their free day(s) off, dispatch will state, "this is your free day, would you like to know all jobs available?" If the Relief says "yes," then dispatch will proceed reading all available jobs. At this point the Relief either chooses a job or takes their free day(s). Once a Relief has chosen to take their free day(s) they will be entered in AOSS as free days and dispatch will not need to call again for any open jobs.

F. If a Relief is called on their free day(s) and dispatch is at assignment mode (last available by seniority) they may ask to hear all jobs available without the risk of being assigned if no job is chosen.

29.8 Relief's Use of Compensatory Time

If a Regular Relief selects job assignments and has seventy-six (76) to eighty (80) hours of work during the work period without using their scheduled compensatory

time off, the Relief shall not use their compensatory time and the compensatory time shall be automatically cancelled.

29.9 <u>Relief Pay Practices</u>

A. All Reliefs shall be paid at the applicable pay rate by classification, plus mileage in accordance with Schedule A and D.

B. <u>Friday Harbor</u>

Reliefs shall receive an additional three and one-half (3½) hours at base pay rate, round trip as a stipend when working the Inter Island vessel, should that vessel commence out of Friday Harbor. The parties agree that no LDO can compound the stipend and be paid round trip to each half of a tour on the Friday Harbor Tie-up Vessel.

Travel time for Anacortes to Friday Harbor shall be two and one-half (2½) hours. It is further agreed that Friday Harbor and/or Inter Island home ported Reliefs shall not receive a stipend.

C. <u>Optional Drive Around</u>

All Reliefs with job assignments on a route where ferry service is unavailable as per the Krebs arbitration award, or for a morning shift with no vessel service on the route or on an adjacent route for a Relief to get to or from an assignment, may elect to drive around and be paid mileage, point to point, as per Schedule A and D.

D. <u>Port of Embarkation other than a WSF Terminal</u>

If a Relief is assigned to a boat move or a sea trial because of special pilotage needs and is required to go to a port of embarkation other than an established WSF terminal, travel time will be paid per Schedule A and D, at the applicable base rate of pay. If the port of embarkation is not on Schedule A and D, the Relief shall use MapQuest and request the most customary and reasonably direct route which shall be the agreed upon distance and time. Reliefs shall attach the MapQuest document to their pay document.

E. <u>Promotion of a Mate to Master</u>

Promotion of a Mate to Master will be paid at the base Master rate plus travel time and mileage per Schedule A and D.

29.10 <u>Bumping Not Allowed</u>

Once Reliefs have selected their shifts they cannot bump another Relief out of their selection and cannot relinquish their pre-selected shifts for a different opening except to promote from Mate to Master.

29.11 <u>Reports to the Union</u>

WSF shall email to each Union negotiating team member and the Union, during the first week following the work period copies of the On-Call List for Regular Reliefs which shall include actual assignments worked for each work period including Mate to Master.

RULE 30 - SAVINGS PROVISIONS

30.1 Partial Invalidity

If any court or administrative agency of competent jurisdiction finds any Rule, Section or portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement shall continue in full force and effect.

30.2 Replacement Provisions

If such a finding is made, the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually agreed upon modification for the invalid Rule, Section or portion.

RULE 31 - TERMS OF AGREEMENT

31.1 Duration

All provisions of this Agreement will become effective July 1, 2019, and remain in full force and effect through June 30, 2021.

31.2 Opening Period

Either party may request negotiations of a successor Agreement by giving written notification no later than September 1, 2019. Negotiations will begin at times agreed upon by the parties.

ADDENDUM A – SETTLEMENT AGREEMENT (TOP 5)

SETTLEMENT AGREEMENT
BETWEEN
THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
AND
WASHINGTON STATE FERRIES

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

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

B. That the number of additional positions shall be two (2) additional Temporary Relief Mates and two Extended Temporary Relief Mates for the spring 2003 bid period in February 2003.

C. That the number of Extra Relief Deck Officers entitled to travel pay and mileage shall be five (5) for the spring 2003 bid period in February 2003.

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

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

(2) At the close of the meeting referenced in paragraph A above, either party may request arbitration if the parties have not been able to reach agreement.

(3) After the request for arbitration has been made, either party may notify the arbitrator in writing that expedited arbitration is required regarding numbers on which agreement has not been reached.

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

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

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

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

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

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

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

F. Each party shall pay one-half (1/2) of any applicable fees to Arbitrator Coyle as per the agreement of the parties.

ADDENDUM B – STAFF MASTER

Selection Process for Staff Master

The Staff Master concept is based on a route and vessel assignment with one (1) Staff Master per vessel who is selected through a seniority bid process. There will be no Permanent Staff Master assigned to a Relief Vessel. The senior Master bidding the route on each seasonal bid would be the Staff Master if the Master agrees to assume the duties and responsibilities of this position. The Staff Master will not be bumped from the position of Staff Master for the duration of the season they are in the Staff Master position. If the senior Master declines the Staff Master position then the next senior Master on the route would be offered the opportunity and so forth.

Subsequent bidding after the initial bid due to any other contract requirement shall apply as following:

(1) If the Staff Master chooses to leave the vessel number/route they do not take the Staff Master designation with them; the next senior Master on the vessel number/route would be offered the opportunity and so forth.

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

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

(4) Whenever a Relief Master is assigned to a Staff Master position for a period of more than twenty (20) consecutive working days, and/or is required at any time by the Port Captain's Office to perform the Staff Master duties, the Relief shall be paid Staff Master rate of pay for the time/duties performed and the pay shall not be for less than eight (8) hours.

(5) Whenever a Staff Master is absent from their position for more than twenty (20) consecutive working days, the next senior Master on the vessel number/route shall be offered the opportunity to temporarily assume the Staff Master position until the permanent Staff Master's return.

Displaced Staff Master

A. If during a phone bump for a permanent positions, a Staff Master is displaced from a Staff Master Position on a vessel number/route by a more senior Master bumping into a position on the same vessel number/route, that displaced Staff Master shall have the right to a bump by seniority.

B. If during an optional bid for permanent positions, a Staff Master is displaced from a Staff Master Position on a vessel number/route by a more senior Master bidding into a position on the same vessel number/route, that displaced master shall have the right to a bump by seniority on the next available phone bump.

Compensation

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

(2) If the Staff Master is called at home on time off by the Port Captain, compensation will be paid at overtime in eighteen (18) minute increments.

(3) If a Staff Master is required by the Port Captain to call another Master on their "time off," that Master shall be paid a minimum of eighteen minutes (18) of overtime and then consistent with Rule 9.

(4) Any Master called by the Staff Master at the direction of the Port Captain, that master shall be paid a minimum of eighteen minutes of overtime and then consistent with Rule 9.

(5) When a Staff Master is on approved leave, i.e. sick, vacation, comp time, then they shall be compensated at the Staff Master rate of pay.

Performance

(1) A Staff Master shall serve an initial probationary period of six (6) months.

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

The Staff Master, after successfully completing their six (6) month probationary period, will be considered a Staff Master in good standing, and may be evaluated annually.

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

After reviewing the facts, the Peer Review Committee may meet with the Staff Master and inform the employee of the areas they need to improve and will have ninety (90) days to improve their performance.

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

(3) Peer Review Committee – three (3) MM&P / three (3) WSF Management Peer Review Committee paid by WSF, including travel time and mileage where applicable.

ADDENDUM C – PIER 50-52 PARKING

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

MM&P Masters Schedule A

A	Schedule A	Anacortes	Bremerton	Mukilteo	Clinton	Edmonds	Kingston	Fauntleroy	Vashon	Southworth	Pt. Defiance	Tahlequah	Pier 52	Bainbridge	Pt. Townsend	Coupeville	WSF 2901 Bldg.
Anacortes	Time		2.7	1.4	1.6	1.6	2	1.9	2.3	2.6	2.5	2.8	1.7	2.3	1.6	1.1	1.7
	Miles		84	66	66	76	76	93	93	93	124	124	84	84	43	43	84
Bremerton	Time	2.7		1.7	2.1	1.2	0.7	1.2	0.7	0.5	0.8	1	1	0.7	1.2	1.7	1.1
	Miles	84		47	47	28	28	17	17	17	32	32	0	31	50	50	2
Mukilteo	Time	1.4	1.7		0.3	0.5	1	0.9	1.2	1.6	1.4	1.7	0.6	1.5	1.4	0.9	0.7
	Miles	66	47		0	19	19	35	35	35	66	66	27	41	26	26	26
Clinton	Time	1.6	2.1	0.3		0.9	1.4	1.2	1.6	1.9	1.7	2	0.9	1.8	1.1	0.6	1
	Miles	66	47	0		19	19	35	35	35	66	66	27	41	26	26	26
Edmonds	Time	1.6	1.2	0.5	0.9		0.5	0.7	1.1	1.4	1.2	1.5	0.5	1	1.4	1.4	0.5
	Miles	76	28	19	19		0	26	26	26	57	57	18	22	35	45	17
Kingston	Time	2	0.7	1	1.4	0.5		1.6	1.1	0.9	1.2	1.5	1.1	0.5	0.9	1.4	1
	Miles	76	28	19	19	0		40	40	40	56	56	22	22	35	35	17
Fauntleroy	Time	1.9	1.2	0.9	1.2	0.7	1.6		0.3	0.7	1	1.3	0.3	0.9	2.1	1.8	0.3
	Miles	93	17	35	35	26	40		0	0	44	44	8	8	62	61	10
Vashon	Time	2.3	0.7	1.2	1.6	1.1	1.1	0.3		0.2	0.7	0.4	0.6	1.2	1.6	2.1	0.7
	Miles	93	17	35	35	26	40	0		0	14	14	8	43	62	61	10
Southworth	Time	2.6	0.5	1.6	1.9	1.4	0.9	0.7	0.2		0.7	0.6	1	1	1.4	2.5	1
	Miles	93	17	35	35	26	40	0	0		31	14	8	43	62	61	10
Pt. Defiance	Time	2.5	0.8	1.4	1.7	1.2	1.2	1	0.7	0.7		0.3	0.9	1.2	1.7	2.3	0.9
	Miles	124	32	66	66	57	56	44	14	31		0	41	58	77	92	42
Tahlequah	Time	2.8	1	1.7	2	1.5	1.5	1.3	0.4	0.6	0.3		1	1.6	2	2.5	1.1
	Miles	124	32	66	66	57	56	44	14	14	0		22	57	76	75	24
Pier 52	Time	1.7	1	0.6	0.9	0.5	1.1	0.3	0.6	1	0.9	1		0.6	1.7	1.5	0.1
	Miles	84	0	27	27	18	22	8	8	8	41	22		0	46	53	2
Bainbridge	Time	2.3	0.7	1.5	1.8	1	0.5	0.9	1.2	1	1.2	1.6	0.6		1.1	1.6	0.7
	Miles	84	31	41	41	22	22	8	43	43	58	57	0		46	46	2
Pt. Townsend	Time	1.6	1.2	1.4	1.1	1.4	0.9	2.1	1.6	1.4	1.7	2	1.7	1.1		0.5	1.8
	Miles	43	50	26	26	35	35	62	62	62	77	76	46	46		0	48
Coupeville	Time	1.1	1.7	0.9	0.6	1.4	1.4	1.8	2.1	2.5	2.3	2.5	1.5	1.6	0.5		1.6
	Miles	43	50	26	26	45	35	61	61	61	92	75	53	46	0		52
WSF 2901 Bldg	Time	1.7	1.1	0.7	1	0.5	1	0.3	0.7	1	0.9	1.1	0.1	0.7	1.8	1.6	
	Miles	84	2	26	26	17	17	10	10	10	42	24	2	2	48	52	

Travel Time is measured in 1/10th of an hour

MM&P Masters Schedule D

D	Schedule A	Anacortes	Bremerton	Mukilteo	Clinton	Edmonds	Kingston	Fauntleroy	Vashon	Southworth	Pt. Defiance	Tahlequah	Pier 52	Bainbridge	Pt. Townsend	Coupeville	WSF 2901 Bldg.
Anacortes	Time		2.9	A	A	A	3.3	A	3.0	2.9	A	A	A	3.4	3.9	A	3.5
	Miles		149	A	A	A	171	A	147	147	A	A	A	177	195	A	A
Bremerton	Time	2.9		1.9	3.9	1.7	A	1.5	A	A	A	A	1.4	A	A	3.5	0.7
	Miles	149		91	195	82	A	69	A	A	A	A	66	A	A	72	32
Mukilteo	Time	A	1.9		2.4	A	2.3	A	2	1.8	A	A	A	2.3	2.8	1.9	2.4
	Miles	A	91		113	A	114	A	89	89	A	A	A	117	137	89	118
Clinton	Time	A	3.9	2.4		2.5	4.3	2.9	4.2	3.9	3.4	A	2.6	4.3	4.8	A	4.4
	Miles	A	195	113		122	218	138	193	193	170	A	130	221	240	A	222
Edmonds	Time	A	1.7	A	2.5		2.1	A	1.9	1.7	A	A	A	2.2	2.7	2.1	2.2
	Miles	A	82	A	122		105	A	80	80	A	A	A	109	128	99	110
Kingston	Time	3.3	A	2.3	4.3	2.1		2.1	A	A	A	A	1.8	A	A	3.9	0.5
	Miles	171	A	114	218	105		96	A	A	A	A	89	A	A	195	17
Fauntleroy	Time	A	1.5	A	2.9	A	2.1		1.6	1.4	A	A	A	2.1	2.5	2.4	2
	Miles	A	69	A	138	A	96		67	67	A	A	A	98	115	115	96
Vashon	Time	3	A	2	4.2	1.9	A	1.6		A	1	A	1.5	A	A	3.6	1.2
	Miles	147	A	89	193	80	A	67		A	31	A	64	A	A	170	44
Southworth	Time	2.9	A	1.8	3.9	1.7	A	1.4	A		A	A	1.3	A	A	3.4	1
	Miles	147	A	89	193	80	A	67	A		A	A	64	A	A	170	44
Pt. Defiance	Time	A	A	A	3.4	A	A	A	1	A		A	A	A	A	3	1.2
	Miles	A	A	A	170	A	A	A	31	A		A	A	A	A	147	59
Tahlequah	Time	A	A	A	A	A	A	A	A	A	A		A	A	A	A	1.7
	Miles	A	A	A	A	A	A	A	A	A	A		A	A	A	A	58
Pier 52	Time	A	1.4	A	2.6	A	1.8	A	1.5	1.3	A	A		1.8	2.3	2.2	1.9
	Miles	A	66	A	130	A	89	A	64	64	A	A		92	111	107	93
Bainbridge	Time	3.4	A	2.3	4.3	2.2	A	2.1	A	A	A	A	1.8		A	3.9	0.1
	Miles	177	A	117	221	109	A	98	A	A	A	A	92		A	199	0
Pt. Townsend	Time	3.9	A	2.8	4.8	2.7	A	2.5	A	A	A	A	2.3	A		4.4	1.1
	Miles	195	A	137	240	128	A	115	A	A	A	A	111	A		217	46
Coupeville	Time	A	3.5	1.9	A	2.1	3.9	2.4	3.6	3.4	3	A	2.2	3.9	4.4		4
	Miles	A	172	89	A	99	195	115	170	170	147	A	107	199	217		199
WSF 2901 Bldg	Time	3.5	0.7	2.4	4.4	2.2	0.5	2	1.2	1	1.2	1.7	1.9	0.1	1.1	4	
	Miles	177	32	118	222	110	17	96	44	44	59	58	93	0	46	199	

Travel Time is measured in 1/10th of an hour

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES, LABOR RELATIONS SECTION
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

The State of Washington Human Resources, Office of Financial Management/Labor Relations Section (Employer), the Washington State Department of Transportation, Ferries Division (WSF/DOT) and The International Organization of Masters, Mates and Pilots, (MMP) enter into the following Memorandum of Understanding (MOU) regarding Rule 12.5 and Rule 12.11 in both the in the Master and Mate Collective Bargaining Agreements (CBA's).

MM&P, WSF/DOT and OFM/SHR/LRS recognize the pro-rating of vacation pay of employees working under the MM&P Master and Mate CBAs is a burden to the WSDOT Payroll system, and can lead to misinterpretations of Rule 12.5 (Vacation Pay Rate). The parties agree to modify both the Mates and Masters CBAs to end the practice of pro-rating vacation pay across the classifications found in the CBA's.

In addition, the parties agree to add language to Rule 12.11 in both the Mates and Masters CBAs to facilitate better flexibility when administering vacation conversions for Deck Officers who are assigned to a nine (9) or ten (10) day watch.

All other subsections of Rule 12 shall remain unchanged. The parties mutually agree to the following amendments:

RULE 12 – VACATION LEAVE

12.1 <u>Vacation Leave Credits</u>

After six (6) months of continuous employment with WSF, employees shall receive vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below.

12.2 <u>Vacation Leave Accrual</u>

A. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month shall accrue vacation leave according to the rate schedules provided below.

B. Employees who have been in pay status for less than eighty (80) non-overtime hours in a calendar month shall accrue less vacation leave than the rate schedules below in an amount proportionate to the time in pay status during the month to that required for full-time employees.

12.3 Vacation Leave Accrual Rate Schedules

A. The vacation leave accrual rate schedule shall be as follows:

Months/Years of Employment	Hours per Month/Year
Six (6) months	Forty-eight (48)
Seven (7) months	Fifty-six (56)
Eight (8) months	Sixty-four (64)
Nine (9) months	Seventy-two (72)
Ten (10) months	Eighty (80)
Eleven (11) months	Eight-eight (88)
Twelve (12) months	Ninety-six (96)
Two (2) years	One hundred four (104)
Three (3) years	One hundred twenty (120)
Four (4) years	One hundred thirty-six (136)
Five (5) years	One hundred sixty (160)
Seven (7) years	One hundred sixty-eight (168)
Nine (9) years	One hundred seventy-six (176)
Eleven (11) years	One hundred eighty-four (184)
Thirteen (13) years	One hundred ninety-two (192)
Fourteen (14) years	Two hundred (200)
Sixteen (16) years	Two hundred eight (208)
Eighteen (18) years	Two hundred twenty-four (224)
Twenty (20) years	Two hundred thirty-two (232)
Twenty-two (22) years	Two hundred forty (240)
Twenty-four (24) years	Two hundred forty eight (248)
Twenty-six (26) years	Two hundred fifty-six (256)
Twenty-eight (28) years	Two hundred sixty-four (264)
Thirty (30) years	Two hundred seventy-two (272)

12.4 Vacation Scheduling Committee

A. Vacations shall be taken in accordance with the schedule prepared by the Vacation Scheduling Committee, which shall meet annually to prepare a schedule for the next calendar year.

B. Vacation periods for all employees shall be assigned from the Master's seniority roster.

C. Vacation scheduling will begin by September 15th and will be completed by October 1st of each year. Following completion, results will be sent to the employee's home and a copy to all terminals.

D. Compensation for the Vacation Scheduling Committee
The Vacation Scheduling Committee shall consist of not less than two (2) representatives of the Union. Each member of the Committee shall be paid, by the Employer, two (2) full days' pay at the employee's straight-time rate when performing Committee duties. Travel time shall be paid on an hour-by–hour basis,

only if the travel occurs outside the eight (8) hour work shift. Mileage will be calculated based on MapQuest.

12.5 Vacation Pay Rate

Vacation pay shall be paid at the employee's permanent or extended temporary rate of pay. ~~highest rate earned during a majority (more than six [6] months) of the previous twelve (12) months prior to the vacation~~.

12.6 Mandatory Vacation Leave

A. Every employee with more than five (5) years of employment with the Employer shall take a minimum of one hundred sixty (160) hours in accordance with Section 12.10, except as noted below.

1. Every employee with two (2) years of continuous employment with the Employer shall take a minimum of forty (40) hours of vacation leave.

2. Every employee with three (3) years of continuous employment with the Employer shall take a minimum of eighty (80) hours of vacation leave.

3. Every employee with four (4) years of continuous employment with the Employer shall take a minimum of one hundred twenty (120) hours of vacation leave.

B. The Vacation Scheduling Committee shall assign vacation leave to any employee who fails to submit a vacation bid request and is unreachable by phone.

C. The Commodore with the most seniority may choose their vacation without submitting a bid.

D. Vacation bids shall be done by phone by the Vacation Scheduling Committee beginning no later than the first Monday in October, with employees being called in seniority order, until all employees have been contacted. All vacation bidding shall be concluded no later than October 15th of each year.

E. In order to complete the phone calling in a timely manner, and reduce the time the employees must be available by the phone, all employees must be available for a phone call.

F. Once an employee has been called they will have a maximum of fifteen (15) minutes to declare their vacation selection. Extra time will not be given to an employee except in the case of an employee going to or from work or being at work and temporarily unavailable by phone.

12.7 Vacation Leave Deferral

With the approval of the Union, an employee may, for any reason, make a one (1) time only scheduled vacation leave deferral while working under this Agreement. A deferral may be from one (1) to twenty (20) days and shall constitute the one (1) time for any reason deferral. Medical deferrals may also be granted on a case-by-case basis when agreed upon by the Employer and the Union and shall not count toward the one (1) time "for any reason" deferral. Medical deferrals may occur before or after a scheduled vacation.

12.8 Vacation Leave on Separation

Except for Section 12.10, below, all employees shall be compensated for accumulated vacation leave when separating. Upon retirement, the employee's accumulated vacation leave shall not exceed the maximum allowed by the Washington State Public Employee Retirement System.

12.9 Vacation Leave Maximum

A. Each employee shall be entitled to accrue vacation leave not to exceed three hundred twenty (320) hours.

B. However, there is one (1) exception that allows vacation leave to accumulate above the maximum. An employee may accumulate vacation leave in excess of three hundred twenty (320) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum shall be lost on the employee's anniversary date, except the year the employee exercises their right of deferral per Section 12.7.

12.10 Employment of Less than Six (6) Months

Employees who have not completed at least six (6) months of continuous employment with WSF shall not be able to use their vacation leave credits nor will employees be entitled to payment for their vacation leave credits. This Rule shall also apply to re-employed and re-instated employees.

12.11 Vacations to Coincide with Days Off

A. Each employee will be sent a vacation bid request form and will select a "minimum" of four (4) calendar weeks of available vacation leave during the first work period of January through the last work period of December, consistent with the vessel work cycles. Vacation segments may be selected to begin or end with the employee's regular days off or free days, except in cases of ten (10) day or nine (9) day watches. In these instances, the vacation segment must begin or end with the employee's days off. However, if an employee working on a nine (9) or ten (10) day watch desires to take two (2) consecutive bid vacation weeks between their scheduled days off, they will have the option to push their vacation back or forward so their vacation aligns with their scheduled nine (9) or ten (10) day work weeks. This, allows them to have their scheduled days off before and after bid vacation blocks. The employee shall inform the employer a minimum of thirty (30) days prior to the first day of their scheduled days off. In the event that the employee's vacation is scheduled within thirty (30) days of a new schedule/season, or a new job assignment, the employee shall notify dispatch prior to Version 1 of the desired bid vacation being released (Saturday of Week One of any work cycle).

B. Deck Officers may choose to schedule their four (4) calendar weeks' vacation segments to coincide with their free days, their scheduled days off as per Section A of this Rule, or from Sunday to Saturday of the week selected, provided no less than forty (40) hours of vacation leave is used, unless the employee's scheduled hours on the vacation days off total less than forty (40) hours.

C. Deck Officers with approved vacation who wishes to begin and end their vacation to coincide with the seven (7) day vacation segment selected, must inform dispatch

a minimum of thirty (30) days prior to that work cycle. If a Deck Officer bids onto a new watch at any time during the year and is unable to provide the thirty (30) days' notice, they must inform Dispatch as early as possible if they choose to request their vacation to begin on Sunday and end on Saturday for the week selected.

D. Relief Masters shall notify the Dispatch Coordinator if they would like:

1. The first two (2) days off prior to the commencement of their assigned two (2) week vacation; or

2. The two (2) days off following their assigned two (2) week vacation.

E. A Relief Master shall notify the Dispatch Coordinator if they would like to move:

1. Their assigned two (2) free days to be prior to the commencement of their assigned one (1) week vacation; or

2. The two (2) days following their assigned one (1) week vacation.

F. Notification shall be made thirty (30) days or more in advance of the work period in which their vacation shall begin. If such notification is not made thirty (30) days or more in advance, Regular Relief and Relief Master shall have their two (2) days off assigned.

12.12 <u>Use of Sick Leave in Lieu of Vacation</u>

In the event that an employee becomes ill, injured, or incapacitated for a period of three (3) consecutive days or more while on vacation, the employee may use sick leave in lieu of vacation days for the period of such illness, injury, or incapacity.

12.13 <u>Use of Vacation Leave for US Coast Guard (USCG) Delays of Pilot Endorsement Renewal</u>

When an employee's renewal of their first class federal pilot endorsement is delayed by the USCG due to medical issues as a result of the employee's annual physical, employees may use sick leave for sick leave purposes, vacation leave, compensatory time and leave without pay as necessary.

12.14 <u>Employee Initiated Cancellation of Scheduled Vacations</u>

A. Employee requested cancellations due to medical reasons of any portion of a scheduled vacation must be submitted in writing to the Employer in advance of the scheduled vacation. The request is subject to approval by the Operations Center Port Captain after consultation with the Union.

B. In the event of vacation cancellations at least thirty (30) days in advance, WSF shall notify all Deck Officers of the available vacation dates by Quick Notice.

C. The open vacation dates shall be filled by a Deck Officer. Cancelled vacation dates will be assigned by a lottery drawing by the Vacation Committee.

D. Any vacation dates won by lottery will be in addition to, rather than in lieu of, the employee's currently assigned vacations. The employee may use compensatory time or vacation leave for the additional vacation dates.

E. An employee may cancel a vacation leave day if the cancellation is due to the last minute cancellation of business between the Union and the Employer. However, the displaced Relief may be called to be reassigned to another shift only for the day in which the vacation leave day has been cancelled or the Relief may work the cancelled shift at WSF's discretion.

12.15 <u>Transfer</u>

To the extent allowed by state law, all accumulated vacation leave credits shall follow any employee who is transferred to another Department of the State of Washington.

The changes to Rule 12.5 and 12.11 above shall be incorporated into the 2019-2021 CBA.

/s/	10/1/2019
Amy Scarton WSF/DOT	Date

/s/	10/1/2019
Dan Twohig MM&P	Date

/s/	10/1/2019
Jerry Holder Employer	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES, LABOR RELATIONS SECTION
AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES DIVISION
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

The Washington State Department of Transportation, Ferries Division (WSF), The State of Washington Human Resources, Office of Financial Management/Labor Relations Section (Employer) and The International Organization of Masters, Mates and Pilots, (MMP) enter into the following Memorandum of Understanding (MOU) regarding Masters working as a Mate, and Mates being promoted to Master.

The parties agree to the following:

1. <u>Masters Dispatched to a Mate's Position</u>

A. If a vacant job has not been filled within six (6) hours of crew start time, a vessel will be considered in jeopardy of imminent service disruption and dispatch may call any qualified Licensed Deck Officer or retiree.

B. <u>Work Cycle Dispatch</u>
Once the Mate's Overtime Availability List (MOAL) has been called at least one time, Relief Masters qualified to work Mate who have less than seventy-six (76) hours of scheduled work shall be called to work open Mate positions. The Relief Master has the option to accept or decline such Mate assignments. If a Relief Master declines the work no penalty shall be imposed. Relief Masters accepting such assignments will be paid at the Relief Master rate of pay.

C. WSF shall make calls to fill jobs on overtime in the following order: First, Mates on the Mate's Overtime Availability List (MOAL); second, Masters who are qualified to work Mate from the Captain's Overtime Availability List (COAL) and who shall be paid at their applicable Masters rate of pay (Master, Staff Master or Relief Master); and third, any retiree that may be available.

D. <u>Callback</u>
When MMP Licensed Deck Officers (LDOs) work overtime in any capacity (Master, Staff Master, Relief Master, Chief Mate, Relief Chief Mate or 2nd Mate) while working onboard a vessel and Relief's that have between seventy-six to seventy-nine (76-79) hours and are called back for extra hours., "callback pay" shall be at their seasonal assignment rate of pay.

2. **<u>Mates Dispatched or Promoted to a Master's Position</u>**

A. Once the Captain's Overtime Availability List (COAL) has been called at least one time, Mates who hold a Master's license and whose name appears on the Masters Eligibility list shall be called by seniority to fill the vacant master position.

B. If a vacant Master job has not been filled within six (6) hours of crew start time, a vessel will be considered in jeopardy of imminent service disruption and dispatch may bump up a Mate qualified per Paragraph 2A of this agreement to the Master's position on their own watch.

C. Mates who are promoted to a Master position shall be paid in accordance with Rule 29.09 E.

D. Nothing in this agreement prohibits Washington State Ferries from promoting any qualified Deck Officer to a Master's position in an emergency.

3. This MOU shall be effective upon final signatures and shall have a sunset date of June 30, 2021.

/s/	8/23/2018
Amy Scarton WSF/DOT	Date

/s/	8/22/2018
Dan Twohig MM&P	Date

/s/	8/23/2018
Jerry Holder Employer	Date

/s/	8/23/2018
Shawna Skjonsberg-Fotopoulo WSDOT/WSF	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT, STATE HUMAN RESOURCES, LABOR RELATIONS SECTION
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
AND
THE INLANDBOATMEN'S UNION OF THE PACIFIC

The Washington State Ferries (WSF), Masters, Mates and Pilots (MM&P), The Inlandboatmen's Union (IBU) and the State of Washington, State Human Resources, Labor Relations Section (Employer), agree to the following regarding the modified spring bidding process for the period of March 29, 2020 through June 20, 2020:

1. Winter schedule shall continue through Spring Schedule. No grievances or Unfair Labor Practice charges shall be filed, and no Demands to Bargain the effects of this modified spring bidding agreement, shall be submitted as a result of winter schedule continuing through Spring Schedule.

2. MM&P and IBU shall independently conduct a telephonic lateral bid for employees working in Anacortes. This lateral bid process shall be concluded no later than 5:00pm Thursday, April 16, 2020. This is a one-time exception to normal bidding procedures as provided for in the MM&P and IBU Collective Bargaining Agreements (CBA's).

3. Upon completion of the lateral bid and extended temporary bid that closes at 5:00pm Thursday, April 16, 2020, the seasonal bidding for extended winter schedule is completed. Moving forward until June 20, 2020, normal extended temporary bid procedures shall be followed as per the CBA's.

/s/	4/13/2020	/s/	4/13/2020
Greg Faust WSDOT/WSF	Date	Captain Tim Saffle MM&P	Date

/s/	4/13/2020	/s/	4/13/2020
Jerry Holder Employer	Date	Peter Hart IBU	Date

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

Executed this 1st day of July, 2019.

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

/s/
Tim Saffle, Vice President
IOMMP UIG/PMR

/s/
Dan Twohig, Regional Representative
IOMMP UIG/PMR - WSF

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

/s/
Jerry Holder, Lead Negotiator
OFM/SHR, Labor Relations Section