

---

---

# **COLLECTIVE BARGAINING AGREEMENT**

---

---



**THE STATE OF WASHINGTON**

**AND**

**INTERNATIONAL ORGANIZATION OF  
MASTERS, MATES & PILOTS  
WATCH CENTER SUPERVISORS**

**EFFECTIVE**

**JULY 1, 2019 THROUGH JUNE 30, 2021**



**2019-2021**

---

---



**INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS**  
**WATCH CENTER SUPERVISORS**  
**2019-2021**

---

**PREAMBLE**

<b>RULE 1 – DEFINITIONS .....</b>	<b>1</b>
1.1 Specific Definition .....	1
1.2 Abbreviations .....	2
1.3 Other Definitions and Terms .....	2
<b>RULE 2 – RECOGNITION AND UNION DUES .....</b>	<b>3</b>
2.2 Visitation .....	3
2.3 Discrimination .....	3
2.4 Dues/Fees Check-Off .....	3
2.5 Dues/Fees Cancellation .....	3
2.6 Employer Indemnification.....	3
<b>RULE 3 – SCOPE.....</b>	<b>4</b>
3.1 Scope of the Agreement .....	4
3.2 Entire Agreement .....	4
3.3 Good Faith Performance .....	4
<b>RULE 4 – MANAGEMENT PROVISIONS .....</b>	<b>4</b>
4.1 Management Rights.....	4
4.2 Union Intercession.....	5
4.3 Illegal Discrimination and Harassment .....	5
4.4 Reasonable Accommodations .....	5
<b>RULE 5 – STRIKES, WORK STOPPAGES AND LOCKOUTS .....</b>	<b>5</b>
<b>RULE 6 – UNION NEGOTIATING COMMITTEE .....</b>	<b>5</b>
<b>RULE 7 – LABOR-MANAGEMENT COMMITTEE .....</b>	<b>5</b>
<b>RULE 8 – CLASSIFICATION OF WATCH CENTER SUPERVISORS.....</b>	<b>6</b>
<b>RULE 9 – SELECTION AND PROBATIONARY PERIOD .....</b>	<b>6</b>
<b>RULE 10 – TRAINING .....</b>	<b>7</b>
<b>RULE 11 – CLASSIFICATIONS AND RATES OF PAY .....</b>	<b>7</b>
<b>RULE 12 – HOURS OF EMPLOYMENT .....</b>	<b>8</b>
<b>RULE 13 – OVERTIME .....</b>	<b>9</b>
13.7 Overtime Pyramiding Prohibited.....	10
<b>RULE 14 – SENIORITY .....</b>	<b>10</b>
<b>RULE 15 – STATUS OF EMPLOYEES ON PAID OR UNPAID LEAVES.....</b>	<b>11</b>
15.1 Employment Status.....	11
15.2 Absence Without Approved Leave .....	11
15.3 Authorizations for All Leaves .....	11
15.4 Documentation of Extended Leaves.....	12
15.5 Return from Leave.....	12
15.6 Return from Medical Leave – Fit for Duty .....	12
15.7 Timely Return from Layoff.....	12
15.8 Non-Occupational Medical Condition .....	12
15.9 Occupational Injury/Illness .....	12
15.10 Fit for Duty .....	13

15.11	Leave without Pay .....	13
<b>RULE 16</b>	<b>– HOLIDAYS .....</b>	<b>13</b>
<b>RULE 17</b>	<b>– VACATION LEAVE.....</b>	<b>14</b>
17.1	Vacation Leave Accruals.....	14
17.3	Vacation Leave Maximum .....	15
<b>RULE 18</b>	<b>– SICK LEAVE .....</b>	<b>16</b>
18.4	Bereavement .....	17
18.11	Reemployment.....	17
18.12	Sick Leave Annual Cash Out .....	17
18.13	Sick Leave Separation Cash Out .....	18
<b>RULE 19</b>	<b>– MISCELLANEOUS LEAVE.....</b>	<b>18</b>
19.1	Jury Duty Leave .....	18
19.2	Subpoena/Witness Leave .....	18
19.3	Military Leave .....	18
<b>RULE 20</b>	<b>– WORK RULES.....</b>	<b>19</b>
<b>RULE 21</b>	<b>– HEALTH CARE BENEFITS .....</b>	<b>20</b>
21.3	Wellness .....	21
21.5	Medical Flexible Spending Arrangement.....	21
<b>RULE 22</b>	<b>– HEALTH AND SAFETY .....</b>	<b>22</b>
<b>RULE 23</b>	<b>– TRAVEL/MILEAGE/MEALS/PARKING/LODGING .....</b>	<b>22</b>
<b>RULE 24</b>	<b>– PASSES.....</b>	<b>22</b>
24.5	Exceptions to Use of Pass .....	23
24.6	Vehicle Passes .....	23
<b>RULE 25</b>	<b>– GRIEVANCE PROCEDURES.....</b>	<b>23</b>
25.3	Terms and Requirements.....	23
25.4	Filing and Processing .....	25
25.5	Delegates .....	28
<b>RULE 26</b>	<b>– SAVINGS .....</b>	<b>28</b>
26.1	Partial Invalidity .....	28
26.2	Replacement Provisions .....	28
<b>RULE 27</b>	<b>– PERFORMANCE EVALUATIONS.....</b>	<b>29</b>
<b>RULE 28</b>	<b>– TERM OF AGREEMENT .....</b>	<b>29</b>

## APPENDICES

<b>APPENDIX A</b> .....	<b>A-1</b>
Watch Supervisors	
<b>APPENDIX B</b> .....	<b>A-6</b>
Fleet Facility Security Officers	
<b>APPENDIX C</b> .....	<b>A-9</b>
Workforce Development Lead	

## **MEMORANDA OF UNDERSTANDING**

---

**MEMORANDUM OF UNDERSTANDING ..... M-1**  
Rotating Watches

**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 employees.





## **RULE 1 – DEFINITIONS**

### **1.1 Specific Definition**

Unless the context of a particular Section 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. Continuous Employment**

"Continuous employment" is employment that is not broken by resignation, discharge, separation, or written notice of layoff of six (6) months or more.

**C. Employee**

The term "employee" includes all Watch Center Supervisors covered by this Agreement.

**D. Employer**

The term "Employer" means the State of Washington.

**E. Full-Time Employees**

Employees who are scheduled to work forty (40) hours per workweek.

**F. On-Call Employee**

The term "on-call employee" shall be an employee whose work is intermittent in nature, sporadic and does not fit a particular pattern. An on-call employee may fill in for the absence of a permanent employee or while a recruitment is being conducted. On-call employees are not guaranteed forty (40) hours of work in a workweek.

**G. Parties**

The term "parties" means the Employer and the Union.

**H. Pay Periods**

[RCW 42.16.010](#) establishes semi-monthly "pay periods". The first pay period is from the first through the fifteenth of the month. The second pay period is from the sixteenth through the last day of the month. There shall be twenty-four (24) pay periods in each calendar year.

**I. Separation**

The term "separation" shall be the ending of an employee's employment with the Employer.

**J. Spouse**

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

**K. Union**

The term "Union" means the International Organization of Masters, Mates, and Pilots, Pacific Maritime Region, United Inland Group.

**L. Watch Center Supervisor**

The term "Watch Center Supervisor" or "Supervisor" refers to all employees employed under the terms of this Agreement and Rule 1 of Appendix A. The SMS Manual and position descriptions contain a detailed description of the Watch Center Supervisor's duties and responsibilities.

**M. Year Round Employee**

The term "year round employee" is any employee who is assigned to full-time position for twelve (12) months in a calendar year.

**N. Years of Service or Years of Employment**

The terms "years of service" or "years of employment" are total employment time with WSF unless otherwise defined.

**O. Fleet Facility Security Officer**

The term "Fleet Facility Security Officer" refers to all employees employed under the terms of this Agreement and Rule 1 of Appendix B. The SMS Manual and position descriptions contain a detailed description of the Fleet Facility Security Officer duties and responsibilities.

**P. Workforce Development Lead**

The term "Workforce Development Lead" refers to all employees under the terms of this Agreement and Rule 1 of Appendix C. The position descriptions contain a detailed description of the Workforce Development Lead duties and responsibilities.

**1.2 Abbreviations**

The following abbreviations or acronyms are used throughout the Agreement, Appendices, and any Letter(s) or Memorandum(a) of Understanding between the parties, for the sake of brevity: IOMMP: International Organization of Masters, Mates, and Pilots, United Inland Group; WSF: Washington State Ferries; OPS: WSF Operations Center; WSDOT: Washington State Department of Transportation; PERC: Public Employee Relations Commission; EOC: Washington State Ferries Emergency Operations Center; SMS: Washington State Ferries Safety Management System.

**1.3 Other Definitions and Terms**

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

## **RULE 2 – RECOGNITION AND UNION DUES**

- 2.1** The Employer recognizes the Union as the exclusive bargaining representative of all employees and as the sole collective bargaining agent in negotiation and interpreting the Agreement and adjusting disputes.

**2.2** **Visitation**

All authorized representatives of the Union shall be allowed to enter, at all reasonable times, the Employer's property where bargaining unit members are employed. The Employer shall issue to any Union representative, a pass permitting visitation; provided, however, the Employer shall not be liable for any claim resulting from an accident involving a union representative engage in Union business.

**2.3** **Discrimination**

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

**2.4** **Dues/Fees Check-Off**

When the exclusive bargaining representative provides written authorization to the Employer, the Employer shall deduct dues and/or fees from the employee'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 Master, Mates & Pilots 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.

**2.5** **Dues/Fees Cancellation**

An employee may cancel their payroll deduction of dues/fees by written notice to 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.

**2.6** **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 had been made in the amount of dues/fees remitted to the Union under [Section 2.4](#) of this Rule, upon notification from the Union of an error, the Employer will expeditiously rectify the error.

## **RULE 3 – SCOPE**

### **3.1 Scope of the Agreement**

The terms and provisions of this Agreement shall govern the Union, the Employer and all employees classified as Watch Center Supervisor, Fleet Facility Security Officer and Workforce Development Lead.

### **3.2 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. A letter or MOU not listed shall be null and void. Letters or MOUs added to the Agreement during its term shall specifically state the duration of the letter or the MOU.
- C. Also, it is expressly understood and agreed upon that no term or provision of this Agreement may be amended, modified, changed, or altered except by a written agreement by the parties. This clause does not constitute a waiver by either party of its duty to bargain pursuant to [RCW 47.64](#).

### **3.3 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.

## **RULE 4 – MANAGEMENT PROVISIONS**

### **4.1 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.

**4.2 Union Intercession**

The Union reserves the right to intercede on behalf of any employee who feels aggrieved and the right to process a grievance on behalf of any such employee pursuant to the grievance provisions of [Rule 25](#) of this Agreement.

**4.3 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.

**4.4 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 5 – STRIKES, WORK STOPPAGES AND LOCKOUTS**

Pursuant to [RCW 47.64](#), there shall be no strikes, lockouts or work stoppages at any time. Rather, any dispute arising between the parties will be resolved according to the provisions contained in the Agreement and/or [RCW 47.64](#).

**RULE 6 – UNION NEGOTIATING COMMITTEE**

The Employer recognizes the establishment of the Union's Negotiating Committee to be comprised of one (1) Watch Center Supervisor and one (1) alternate Watch Center Supervisor, one (1) Fleet Facility Security Officer, and one (1) Workforce Development Lead. When requested by the Union, the Employer will provide relief to allow members of the Negotiating Committee to perform the duties of the Committee. The Employer will not be required to pay any wages to any member of the Committee during those times that the members are performing their Negotiating Committee duties.

**RULE 7 – LABOR-MANAGEMENT COMMITTEE**

**7.1** A Labor-Management Committee (LMC) shall be formed. The LMC shall consist of one (1) union member appointed by the Union and one (1) member from WSF Operations Management. A representative of WSF Labor Relations Department may serve as an ad hoc member.

**7.2** The purpose of the committee is to provide a venue for internal communication, information and problem solving. The issues of a grievance(s), unfair labor practice(s), contract negotiations and any other negotiations shall not be a subject of any discussion.

- 7.3 The LMC will be scheduled to meet once every six (6) months provided there is an agreed upon agenda in advance of the meeting. Additional meetings may be held by agreement of the parties.
- 7.4 A notice of the meeting will be given to all bargaining unit employees. Meeting notes will not be officially recorded. Meeting notes may be taken by each party. Any documents presented will be made available to both parties.
- 7.5 Employees required to attend an LMC meeting will be compensated at their regular straight-time rate unless otherwise controlled by other contractual provisions.

## **RULE 8 – CLASSIFICATION OF WATCH CENTER SUPERVISORS**

- 8.1 A Watch Center Supervisor is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. If, for some reason or assignment, a Watch Center Supervisor works at a location other than the Operations Center, then the employee shall qualify for travel time and mileage in accordance with the WSDOT Travel Rules and Procedures.
- 8.2 A Relief Watch Center Supervisor is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. The relief will be scheduled to fill all hours when Watch Center Supervisors are on scheduled leave. If there is no leave scheduled, the Relief Watch Center Supervisor may be assigned to assist Department Managers with administrative functions which may include: Operations Center personnel scheduling, strategic planning and execution of fleet resources, as well as other oversight functions as may be assigned.
- 8.3 An on-call Watch Center Supervisor is an employee who has completed their probationary period and who is not guaranteed work hours. An on-call Watch Center Supervisor's work is intermittent in nature, sporadic and does not fit a particular pattern. An on-call will be used after the Relief Watch Center Supervisor has been scheduled. To keep an on-call Watch Center Supervisor ready to cover a watch, they will be scheduled for forty (40) hours refresher training every one hundred twenty (120) days.

## **RULE 9 – SELECTION AND PROBATIONARY PERIOD**

- 9.1 Notwithstanding any other provision of this Agreement, the selection and hiring of Watch Center Supervisors shall remain the responsibility of the Employer. The Employer shall first consider applicants for Watch Center Supervisor positions covered under this Agreement from qualified internal WSF candidates with at least two (2) years employment with WSF. This will include employment in the Operations, Deck, Engine, Information and Terminal departments. If there are not any qualified candidates, the Employer may consider qualified applicants from

outside of WSF. A Watch Center Supervisor shall be included in the hiring process for the final selection of applicants, including on-call positions.

- 9.2** Newly hired employees shall have a one thousand forty (1,040) work hour probationary period commencing with the employee's first watch. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- 9.3** Newly hired Watch Center Supervisors shall be paid eighty percent (80%) of the top wage for a Regular Watch Center Supervisor, noted in Section 11.1, while in training.
- 9.4** Watch Center Supervisors that have completed training shall be paid ninety percent (90%) of the top wage for a Regular Watch Center Supervisor, noted in Section 11.1, during the one thousand forty (1,040) work hour probationary period.

## **RULE 10 – TRAINING**

- 10.1** Fleet Familiarization or Re-Familiarization Training may be approved for a Watch Center Supervisor who requests it in order to garner specific awareness of an aspect(s) of WSF fleet operations and may involve visitation to WSF vessels and facilities. For efficiency purposes, the Watch Center Supervisor will group multiple location visitations while in travel or pay status, to the greatest extent possible. A written log or report documenting what was observed and/or knowledge gained or reinforced may be required by the Operations Manager and may be shared with the other Watch Center Supervisors. The Watch Center Supervisor shall be compensated at the straight-time rate of pay for time spent completing the above log or report, which will not be counted towards the yearly training total.
- 10.2** Off-Site Visitation Training may be approved for a Watch Center Supervisor who requests visitation of non-WSF sites, facilities and agencies for the purpose of enhancement or comprehension of the interaction between WSF and the non-WSF site or personnel visited. A written log or report following completion of a visitation may be required by the Operations Manager as stated in Section 10.1, above.
- 10.3** Upon request, Watch Center Supervisors will be offered the opportunity to attend the Fleet's annual training.

## **RULE 11 – CLASSIFICATIONS AND RATES OF PAY**

- 11.1** Effective July 1, 2019, the basic wage rate for all Watch Center Supervisor classifications is forty-four dollars and thirty-one cents (\$44.31) per hour. (Three percent [3%] increase.)

Effective July 1, 2020, the basic wage rate for all Watch Center Supervisor classifications is forty-five dollars and twenty cents (\$45.20) per hour. (Two percent [2%] increase.)

**11.2** Shift premiums will be as follows:

A Relief Watch Center Supervisor shall receive a four percent (4%) premium for all hours worked.

Effective July 1, 2019, the basic shift premium will be one dollar (\$1.00) per hour.

**RULE 12 – HOURS OF EMPLOYMENT**

**12.1** The work hours and length of shifts shall be determined by the Employer. The Employer will post work schedules and relief assignments on a monthly basis for “year round positions” or “year round assignments.” Should there be a change to work schedules, the parties will meet and confer prior to such change. Any changes to “year round assignments” will be posted at least fourteen (14) calendar days prior to implementation.

**12.2** The principle of the forty (40) hour workweek is hereby established. No work schedule shall have less than eight (8) hours off between scheduled shifts. A work period may be as follows:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; or
- C. Any other work scheduled as established by the Employer.

**12.3** If a new schedule for any “year round assignment” is changed and it effects the scheduled days off, it shall be cause for a re-bid. The affected employee will have the right to exercise their seniority rights and may bump a less senior employee. The re-bid shall take place ten (10) calendar days after such a change and be effective fifteen (15) calendar days after the completion of the re-bid process.

**12.4** The Employer may utilize on-call employees in filling open assignments or shifts. The term “on-call employee” shall mean an employee who may or may not be working on a year round basis and who is not guaranteed any hours of work.

**12.5** All watches shall be re-bid in December of each calendar year and become effective with the winter sailing schedule.



## **RULE 13 – OVERTIME**

- 13.1** A. Definition  
Overtime is defined as time that an employee works in excess of their scheduled work shift.
- B. Work  
The definition of work, for overtime purposes only includes:
1. All hours actually spent performing the duties of the assigned job;
  2. Vacation leave;
  3. Sick leave;
  4. Compensatory time;
  5. Holidays; and
  6. Any other paid time not listed below.
- C. Work does not include:
1. Shared leave;
  2. Leave without pay;
  3. Additional compensation for time worked on a holiday; and
  4. Time compensated as a penalty pay.
- 13.2** A. The overtime rate of pay for employees shall be at the rate of one and one-half (1½) times the employee's straight-time rate of pay.
- B. Actual time shall be reported but overtime shall be paid in the following six (6) minute increments based on the following: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour.
- C. For time worked in excess of one (1) hour, overtime shall be paid at one and one half (1½) times the employee's straight-time rate of pay, in one (1) hour increments.
- 13.3** An employee may be required to work overtime when there is an extended service run requirement, no other qualified replacement is available, or a bona fide emergency exists that requires the presence of the employee.
- 13.4** Employees called back to work after completing a scheduled shift shall receive a minimum of four (4) hours of pay at the overtime rate.
- 13.5** Employees called in to work on their scheduled days off, shall receive a minimum of eight (8) hours of pay at the overtime rate. 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 overtime shift or hours actually worked.

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

**13.7 Overtime Pyramiding Prohibited**

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

- 13.8** Employees being called by the Director of Operations, Safety & Security Systems Director, Company Security Officer or Senior Operations Manager, on their normal non-work time or on vacation leave shall be paid initially a minimum increment of fifteen (15) minutes or actual time on the phone, whichever is greater. This shall not apply to compensation issues of the employee such as time sheets or other compensation issues. If overtime payment is applicable, it shall be paid or taken as compensatory time or, at the employee's option, vacation leave may be re-credited in straight-time increments equal to the time paid by the applicable Rule.

**RULE 14 – SENIORITY**

- 14.1** The Employer recognizes the principle of seniority in the administration of the seniority related provisions of the Agreement. For the purposes of layoff and recall and other seniority related provisions contained in this Agreement, except as noted below, an employee of the Marine Operations Center Unit's seniority date shall be the employee's appointment date to the Marine Operations Center.
- 14.2** For the purpose of layoff and recall, an employee of the Marine Operations Center, employed as of October 8, 2004, the employee's seniority date shall be the same as the employee's established anniversary date. For the purpose of vacation leave accrual, the employee's established anniversary date shall be used to calculate vacation leave accruals.
- 14.3** Except as otherwise provided in this Agreement, an employee's seniority shall terminate when the employee retires or is retired; resigns; discharged for cause, separated for job abandonment, fails to report to work upon recall from layoff within thirty (30) calendar days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.
- 14.4** A seniority roster will be maintained by the Employer and available to the Union upon request.
- 14.5** Any Watch Center Supervisor who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the duration of employment with WSF management. After their term(s) of office or at the end of their WSF management employment,

the employee may exercise their seniority by “bumping” a Regular or Relief Watch Center Supervisor position.

## **RULE 15 – STATUS OF EMPLOYEES ON PAID OR UNPAID LEAVES**

### **15.1 Employment Status**

An employee retains employment rights when working, when the employee is on leave provided in this Agreement, Family Medical Leave or when the employee is on an approved paid or unpaid leave of absence. Written leave of absence requests must be submitted for approval prior to taking the leave. Employees on unpaid leave of absence are not entitled to Employer paid medical benefits unless they are on approved Family Medical Leave.

### **15.2 Absence Without Approved Leave**

#### **A. Job Abandonment**

When an employee has been absent from work for three (3) consecutive days and is absent without approved leave, the employee will be presumed to have resigned their position.

#### **B. Notice of Separation**

When an employee’s resignation is presumed in accordance with Subsection A, above, the Employer will separate the employee by sending a separation notice to the employee by certified and regular mail to the last known address of the employee. It is the employee’s responsibility to maintain a current address with the WSF Human Resources Department.

#### **C. Petition for Reinstatement**

An employee who has received a separation notice in accordance with Subsection B, above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

#### **D. Grievability**

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

### **15.3 Authorizations for All Leaves**

On all requests for leave of absence, the employee shall indicate a starting and ending date. The terms of the leave of absence shall be in writing. Employees must obtain written management approval for any extensions to a leave of absence before the ending date, except in the case of an emergency. Extensions must be applied for a minimum of seven (7) calendar days before the ending date. Extensions of leave beyond the maximum time allowed will be non-precedent setting and will be at the discretion of the Employer.

**15.4 Documentation of Extended Leaves**

For all extended leaves, including medical leave, the employee shall obtain written management approval prior to taking the leave. Appropriate forms will be provided by WSF. Absences beyond thirty (30) days must be requested on the appropriate WSF form. In addition, for medical leaves extended over thirty (30) days, the employee must also provide medical verification with the extension request.

**15.5 Return from Leave**

Employees on an approved leave shall return to work on the end date. An employee on paid or unpaid leave of absence who fails to report to work at the end date, or fails to obtain approval for an extension before the leave end date, is absent without leave and subject to disciplinary action. Any excuse related to medical conditions shall be verified by an attending medical provider.

**15.6 Return from Medical Leave – Fit for Duty**

When an employee is absent from work for a period of ten (10) days for medical reasons, WSF requires a fit for duty slip from the employees' medical provider supporting the employees' fitness to return to full duty. Employees absent for thirty (30) days or more shall submit their fit for duty slip to the Human Resources Department and it must be received and processed by WSF's Human Resource Department before the employee may return to work.

**15.7 Timely Return from Layoff**

An employee will lose their seniority if the employee has been laid off and is recalled to work but fails to report to work five (5) calendar days from the date of receiving the recall notice by registered mail at the employee's address of record with WSF. It is the employees' responsibility to keep the WSF Human Resource Department informed of the employee's current address and phone number on forms provided by WSF.

**15.8 Non-Occupational Medical Condition**

An employee, who has completed one (1) year of continuous employment, may request a leave of absence due to a non-occupational medical condition that prevents the employee from performing the essential job functions of their position. Such leave shall be granted to the employee upon presentation of a medical certificate on the appropriate WSF form from the employees' licensed medical provider confirming the employee's continued inability to perform the essential job functions. An employee absent for more than twelve (12) consecutive months may be subject to separation.

**15.9 Occupational Injury/Illness**

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

absence shall not exceed one (1) year. Employees absent for more than twelve (12) consecutive months may be subject to separation.

**15.10 Fit for Duty**

WSF reserves the right to require any employee to be assessed by a physician of WSF's choice regarding the employee's ability to perform the essential job functions of the employee's position.

**15.11 Leave without Pay**

Any pre-approved leave and/or sick leave shall be taken and shall be compensated as originally approved and shall not be converted to leave without pay 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.

**RULE 16 – HOLIDAYS**

**16.1** The following days shall be paid holidays for all regular full-time employees covered by this Agreement:

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

2 Optional Days

Employee eligible after six (6) months of employment.

Will be observed as mutually agreed upon between Employer and employee.

These holidays shall be observed on an annual basis.

- 16.2** Employees working on the actual holidays, except Optional Days, shall be compensated at the rate of time and one-half (1½) for hours actually worked plus holiday pay for their regularly scheduled hours on the holiday.

Holiday pay for all on-call and/or temporary employees not working on a holiday shall be computed on an hourly basis, based on the ratio of hours worked to normal straight-time hours worked by full-time employees.

- 16.3** Employees not scheduled to work on the actual holiday, except Optional Days, shall have their holiday scheduled by management to employee's previous or next scheduled work day. These employees shall be compensated at the rate of time and one-half (1½) for hours actually worked plus holiday pay for their regularly scheduled hours.

## **RULE 17 – VACATION LEAVE**

### **17.1 Vacation Leave Accruals**

A. After six (6) continuous months of employment, full-time employees shall receive vacation leave for each month of completed employment. Vacation leave shall not be used until the employee has completed six (6) months of continuous service.

B. Vacation leave accruals for on-call and/or temporary employees shall be computed on an hourly basis, based on the ratio of hours worked to normal straight-time hours worked by full-time employees.

- 17.2** A. Vacation leave will be accrued when the full-time employee is in pay status for eighty (80) non-overtime hours during the calendar month.

B. The Vacation Leave Accrual Rate Schedule shall be as follows:

<b>Months/Years of Continuous Service</b>	<b>Hours per Month/Year</b>
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)

<b>Months/Years of Continuous Service</b>	<b>Hours per Month/Year</b>
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 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)

- C. Vacation Scheduling Process: All vacation leave must be mutually agreed upon between the manager and the employee. Where two (2) or more employees have requested the same period of time off, the employee with the most in-unit seniority shall have preference.

### **17.3 Vacation Leave Maximum**

Employees may accumulate maximum vacation leave balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the Employer may grant an extension for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave in excess of two hundred forty (240) hours as long as they exhaust the vacation leave in excess of two hundred forty (240) hours prior to their anniversary date.
- C. If leave in excess of two hundred forty (240) hours is not used prior to the employee's anniversary date, then such leave will automatically be lost.

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

- 17.5** Vacation leave is not available to the employee unless the employee has served six (6) continuous months of employment.
- 17.6** A reemployed or reinstated employee must again serve six (6) months of continuous employment before the employee is entitled to use vacation leave.
- 17.7** Vacation leave accruals accumulated are cancelled automatically upon separation after periods of service of less than six (6) continuous months of service.
- 17.8** After six months of continuous service, all accumulated vacation leave shall be paid to the employee when an employee leaves the Employer's employment for any reason.
- 17.9** Vacation leave cash out shall be computed on the basis of the straight-time rate of the employee's regular classification.
- 17.10** Vacation leave accruals in [Section 17.1](#) shall be pro-rated and credited on a monthly basis.

## **RULE 18 – SICK LEAVE**

- 18.1** Each full-time employee shall receive eight (8) hours of sick leave credit for each month the employee has been in pay status for eighty (80) non-overtime hours in a calendar month, commencing with the employee's date of employment. Full-time employees who are in pay status for less than eighty (80) non-overtime hours in a calendar month, part-time, and temporary employees in an overtime eligible position will accrue sick leave in an amount proportionate to the number of hours the employee is in pay status in the month, up to a maximum of eight (8) hours in a month. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth calendar day after the commencement of their employment.
- 18.2** An employee may, at the employee's option, use vacation leave in lieu of sick leave but may not use sick leave in lieu of vacation leave.
- 18.3** Sick leave may be used for:
- A. Illness or injury, which incapacitates employees to the extent that they are unable to perform their work;
  - B. Preventive health care, provided employees notify their supervisor in advance of such appointment;
  - C. The period of time that an employee is sick or temporarily disabled because of pregnancy or childbirth, in accordance with terms set forth in this Rule; and/or
  - D. For reasons allowed under the Minimum Wage Requirements Act and Labor Standards Act, [RCW 49.46.210](#).



**18.4 Bereavement**

Sick leave, up to five (5) days in any one instance, may be used for a death in the immediate family, or to attend the funeral of a member of the employee's family, which shall include the following relatives: any relative living in the employee's household, as well as the employee's spouse, parent, grandparent, brother, sister, children of the employee, grandchild, aunt, uncle, father-in-law, son-in-law, daughter-in-law, mother-in-law, brother-in-law, sister-in-law, and step children. The Employer may extend sick leave upon reasonable request.

**18.5** Whenever an employee is injured or contracts a contagious or infectious disease in the line of duty, the employee's wages may be extended by the Employer with no negative impact on the employee's accumulated sick leave.

**18.6** Sick leave may be claimed by an employee for the care of family members that are ill or injured, as allowed under [RCW 49.46.210](#) and as defined in Subsection 18.4. An employee claiming such sick leave shall notify their supervisor. The Employer may require verification for sick leave exceeding three (3) days.

**18.7** The Employer may request, at its option, a verifying statement from the employee's doctor to support sick leave use of five (5) working days or less, in accordance with [RCW 49.46.210](#).

**18.8** No sick leave use shall be honored when an employee is receiving State of Washington Industrial Insurance time loss payments under Workers' Compensation.

**18.9** All accumulated sick leave credits shall follow any employee who is transferred to another department of the State of Washington.

**18.10** Each employee's sick leave credits are cancelled automatically upon the employee's termination of service. Terminated employees do not receive sick leave credit for the month in which they are terminated unless they work at least eighty (80) non-overtime hours in the month.

**18.11 Reemployment**

All accumulated sick leave may be restored when a previously separated employee is reemployed on a permanent basis.

**18.12 Sick Leave Annual Cash Out**

Each January an employee is eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and

- C. The employee notifies their payroll office by January 31st that they would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

#### **18.13 Sick Leave Separation Cash Out**

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

### **RULE 19 – MISCELLANEOUS LEAVE**

#### **19.1 Jury Duty Leave**

- A. An employee called for jury duty shall be paid their straight-time earnings lost due to jury duty. An employee shall be allowed to retain any compensation paid to them for jury duty. In order to be eligible for jury duty pay, the employee must furnish a written statement from the appropriate public official showing date and time served.
- B. When an employee is called for jury duty, the employee shall not be required to report for work at WSF:
  - 1. On any day when the employee is required to report for or serve on jury duty;
  - 2. On any day in a calendar week when the employee will otherwise have worked or served on jury duty for five (5) days; or
  - 3. On the employee's regularly scheduled days off.

#### **19.2 Subpoena/Witness Leave**

When an employee is required by the Employer or by subpoena to attend hearings, trials, or investigations concerning WSF conducted by the United States Coast Guard (USCG), a court of law or a governmental agency, the employee shall be paid their straight-time wages. This provision shall not be applicable where the employee and/or the Union (when acting in a representative role for members covered under this Agreement only) have a beneficial interest in the outcome of the proceedings.

#### **19.3 Military Leave**

Any employee who is a member of one of the reserve components of the United States Armed Services will be granted leave of absence when called for reserve duty. During such absence the employee will be paid in accordance with federal and state law.

- 19.4** Leaves of absence will not be granted to employees to work in other industries, training or educational institutions unless agreed to between the Employer and the Union. All requests for leaves of absence shall be approved in writing in advance by the Union and Employer.

## **RULE 20 – WORK RULES**

- 20.1** The Employer shall furnish meals and lodging, in compliance with WSDOT per diem guidelines, when staff, essential to manning and supporting operations and the EOC, is required to remain on duty or called back to duty.

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

- 20.2** Only qualified personnel shall constitute a proper relief for any Watch Center Supervisor. The Watch Center Supervisor standing a watch shall remain on watch until properly relieved. Qualified watch standing personnel are defined as: Operations Port Captain, Operations Manager and any other Watch Center Supervisor.

- 20.3** Watch Center Supervisors recognize the need to have tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the Watch Center Supervisor's chain of command, WSF Department or structure. However, no task, duty, or responsibility will be assigned as a regular part of the Watch Center Supervisor's job functions or become an obligation to perform such action on an ongoing basis, without the Operations Manager's approval and direction. Any employee who feels aggrieved by the newly acquired and assigned item or task shall have recourse through the grievance procedure.

- 20.4** When scheduling Watch Center Supervisor shifts, there shall be a minimum of thirty (30) minutes overlap of Watch Center Supervisor's shifts both at the beginning and at the conclusion of each watch, in order to ensure that complete briefing/debriefing and continuity is achieved.

- 20.5** When post-accident, trauma, or other incident occurs in the fleet that counseling or other mitigation of impact is offered to those involved on the scene, the same shall be offered to the Watch Center Supervisor(s) on duty during the occurrence or aftermath. There shall be no negative connotation attached to the employee or the employee's job performance as a result of the acceptance of such service, therapy and/or counseling.

- 20.6** Upon request, Watch Center Supervisors shall be escorted to and from designated parking and the Operations Center.

- 20.7** Watch Center Supervisors may assist Department Managers with administrative functions which may include Watch Center personnel scheduling, strategic

planning and execution of the deployment of fleet resources, and other oversight functions that may be assigned. These functions will not be part of the primary responsibility of watch standing, but will be accomplished during watch handover (exclusive of Section 20.4) and by the Relief Watch Center Supervisor while performing administrative duties. Additionally, Watch Center Supervisors will review the OPS Log for information and data accuracy. Any subsequent OPS Log changes will be noted to the original Watch Center Supervisor that made the entry for correction.

## **RULE 21 – HEALTH CARE BENEFITS**

- 21.1** 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 21.1 (B) will expire June 30, 2021.
- 21.2** 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 PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

### **21.3 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.

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

### **21.5 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 21.5 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 22 – HEALTH AND SAFETY**

The health and safety of employees shall be reasonably protected.

## **RULE 23 – TRAVEL/MILEAGE/MEALS/PARKING/LODGING**

Employees who are required by WSF to use their personal vehicle for business related travel other than travel from their place of residence to their assigned place of work or otherwise incur per diem expenses by the direction of WSF, shall be reimbursed for such expenses per WSDOT Travel Rules and Procedures.

## **RULE 24 – PASSES**

- 24.1** The Employer shall, upon application, issue, to any employee continuously employed for at least six (6) months, annual passes authorizing free passage for the employee and the employee's spouse and dependents, as well as for the employee's motor vehicle and tow on all vessels of the Employer.
- 24.2** The Employer shall, upon application, issue to any employee continuously employed for at least two (2) years an additional vehicle pass authorizing free vehicle passage for the employee's spouse on all vessels of the Employer.
- 24.3** Any employee who leaves the service of the Employer shall immediately surrender to the Employer all passes held by the employee or dependents, except as otherwise provided in this Rule.
- 24.4** Every employee who is retired under the provisions of the Public Employees' Retirement System (PERS) or who is disabled shall be issued annual passes authorizing free passage for such employee, spouse, and dependent members of their family, together with their motor vehicle, on all vessels of the Employer.

**24.5 Exceptions to Use of Pass**

No passes of any kind shall be used for the purpose of commuting to or from employment other than employment with the WSF. Vehicle passes shall be used only on a space available basis, 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 Agency policy. Nothing contained in [Rule 24](#) shall be construed as applying to any Watch Center Supervisor engaged in traveling to or from work with the Employer.

**24.6 Vehicle Passes**

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

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

**RULE 25 – GRIEVANCE PROCEDURES**

**25.1** It is understood and agreed that all disputes which may arise with regard to the interpretation or application of the terms and provisions of this Agreement shall be adjudicated in the manner provided by this Rule. Unless the requirements of this Section are waived or modified with regard to a specific grievance by the parties, the failure to process a grievance or a defense to a grievance shall be considered as an abandonment of the grievance or the right to defend against the grievance.

**25.2** 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.

**25.3 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 [Section 25.4](#) A, below, will result in automatic withdrawal of the grievance. Failure by the Union to comply with other timelines contained in this grievance procedure may be submitted to the arbitrator for his or her determination. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance should include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date 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  
At any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this Rule are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

#### **25.4 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/Director of Safety Management Systems or Designee:**  
If the issue is not resolved informally, the Union may present a written grievance to the Director of Operations or designee or the Director of Safety Management Systems or designee with a copy to the WSDOT Ferries Division Labor Relations Office at [laborrelations@wsdot.wa.gov](mailto:laborrelations@wsdot.wa.gov) within the thirty (30) day period described above. The Director of Operations or

designee or the Director of Safety Management Systems or designee will meet or confer by telephone with a Union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

**Step 2 – Ferries Division Assistant Secretary or Designee:**

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Ferries Division Assistant Secretary or designee, with a copy to the WSDOT ferries division Labor Relations Office at [laborrelations@wsdot.wa.gov](mailto:laborrelations@wsdot.wa.gov) within fifteen (15) days of the Union's receipt of the Step 1 decision. The Ferries Division Assistant Secretary or designee will meet or confer by telephone with a Union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

**Step 3 – Pre-Arbitration Review Meeting:**

If the grievance is not resolved at Step 2, 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 Human Resource Office within fifteen (15) days of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the LRS representative or designee will discuss with the Union:

1. If a PARM is scheduled with the LRS representative or designee, 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 representative or designee will notify the Union in writing that no PARM will be scheduled.

Within fifteen (15) 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 4 – Arbitration**

If the grievance is not resolved at Step 3, or the LRS representative or designee 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 Union's receipt of the written notification of results of the PARM or receipt of the notice no PARM will be scheduled.

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.

#### **25.5 Delegates**

- A. The Union may elect or designate a Delegate or Alternate Delegate by classification who shall be recognized by the Employer. The Delegate or Alternate is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of management with authority to settle such matters will meet with the Delegate and work for the resolution of grievances and disputes.
- B. A Delegate will be allowed to attend grievance meetings, without loss of wages or benefits, scheduled by the Employer. Delegates will be allowed to investigate grievances during their normal work day provided no necessary and required work is interrupted by the Delegate's absence and the Delegate's supervisor has given the Delegate prior approval to engage in such activity.

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

### **RULE 26 – SAVINGS**

#### **26.1 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.

#### **26.2 Replacement Provisions**

If such a finding is made, the parties agree to make themselves available to negotiation a substitute for the invalid Rule, Section or portion.

## **RULE 27 – PERFORMANCE EVALUATIONS**

Watch Center Supervisors will be given performance evaluations annually. This evaluation shall be performed on or about the employee's anniversary date.

## **RULE 28 – TERM OF AGREEMENT**

This Agreement is the Agreement for the period of July 1, 2019 through June 30, 2021.

## **APPENDIX A**

### **WATCH CENTER SUPERVISORS**

#### **RULE 1 – CLASSIFICATION OF WATCH CENTER SUPERVISORS**

- 1.1** A Watch Center Supervisor is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. If, for some reason or assignment, a Watch Center Supervisor works at a location other than the Operations Center, then the employee shall qualify for travel time and mileage in accordance with the WSDOT Travel Rules and Procedures.
- 1.2** A relief Watch Center Supervisor is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. The relief will be scheduled to fill all hours when Watch Center Supervisors are on scheduled leave. If there is no leave scheduled, the Relief Watch Center Supervisor may be assigned to assist Department Managers with administrative functions which may include: Operations Center personnel scheduling, strategic planning and execution of fleet resources, as well as other oversight functions as may be assigned.
- 1.3** An on-call Watch Center Supervisor is an employee who has completed their probationary period and who is not guaranteed work hours. An on-call Watch Center Supervisor's work is intermittent in nature, sporadic and does not fit a particular pattern. An on-call will be used after the relief Watch Center Supervisor has been scheduled. To keep an on-call Watch Center Supervisor ready to cover a watch, they will be scheduled for forty (40) hours refresher training every one hundred twenty (120) days.

#### **RULE 2 – SELECTION AND PROBATIONARY PERIOD**

- 2.1** Notwithstanding any other provision of the agreement, the selection and hiring of Watch Center Supervisors shall remain the responsibility of the Employer. The Employer shall first consider applicants for Watch Center Supervisor positions covered under this Agreement from qualified internal WSF candidates with at least two (2) years employment with WSF. This will include employment in the Operations, Deck, Engine, Information and Terminal departments. If there are not any qualified candidates, the Employer may consider qualified applicants from outside of WSF. A Watch Center Supervisor shall be included in the hiring process for the final selection of applicants, including on-call positions.
- 2.2** Newly hired employees shall have a one thousand forty (1,040) work hour probationary period commencing with the employee's first watch. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- 2.3** Newly hired Watch Center Supervisors shall be paid eighty percent (80%) of the top wage for a Regular Watch Center Supervisor, noted in Section 11.1, while in training.

- 2.4** Watch Center Supervisors that have completed training shall be paid ninety percent (90%) of the top wage for a Regular Watch Center Supervisor, noted in Section 11.1, during the one thousand forty (1,040) work hour probationary period.
- 2.5** At the discretion of the Employer, nothing in this Rule will prevent the Employer from granting the top wage to an internal hire prior to completing one thousand forty (1,040) hour probationary period.

### **RULE 3 – TRAINING**

- 3.1** Fleet Familiarization or Re-Familiarization Training may be approved for a Watch Center Supervisor who requests it in order to garner specific awareness of an aspect(s) of WSF fleet operations and may involve visitation to WSF vessels and facilities. For efficiency purposes, the Watch Center Supervisor will group multiple location visitations while in travel or pay status, to the greatest extent possible. A written log or report documenting what was observed and/or knowledge gained or reinforced may be required by the Senior Operations Manager and may be shared with the other Watch Center Supervisors. The Watch Center Supervisor shall be compensated at the straight-time rate of pay for time spent completing the above log or report, which will not be counted towards the yearly training total.
- 3.2** Off-Site Visitation Training may be approved for a Watch Center Supervisor who requests visitation of non-WSF sites, facilities and agencies for the purpose of enhancement or comprehension of the interaction between WSF and the non-WSF site or personnel visited. A written log or report following completion of a visitation may be required by the Senior Operations Manager as stated in Section 3.1 above.
- 3.3** Upon request, Watch Center Supervisors will be offered the opportunity to attend the Fleet's annual training.

### **RULE 4 – HOURS OF EMPLOYMENT**

- 4.1** The work hours and length of shifts shall be determined by the Employer. The Employer will post work schedules and relief assignments on a monthly basis for "Year Round Positions" or "Year Round Assignments." Should there be a change to work schedules, the parties will meet and confer prior to such change. Any changes to "Year Round Assignments" will be posted at least fourteen (14) calendar days prior to implementation.
- 4.2** The principle of the forty (40) hour workweek is hereby established. No work schedule shall have less than eight (8) hours off between scheduled shifts. A work period may be as follows:
- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
  - B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off;  
or
  - C. Any other work scheduled as established by the Employer.

- 4.3** If a new schedule for any “Year Round Assignment” is changed and it effects the scheduled days off, it shall be cause for a re-bid. The affected employee will have the right to exercise their seniority rights and may bump a less senior employee. The re-bid shall take place ten (10) calendar days after such a change and be effective fifteen (15) calendar days after the completion of the re-bid process.
- 4.4** The Employer may utilize on-call employees in filling open assignments or shifts. The term “on-call employee” shall mean an employee who may or may not be working on a year round basis and who is not guaranteed any hours of work.
- 4.5** All watches shall be re-bid in December of each calendar year and become effective with the winter sailing schedule.
- 4.6** All Watch Supervisor watches are bid in December of each year and take effective at the start of winter schedule as described in Rule 5.5 of the CBA. These watches are for a twelve (12) month period. Watch Supervisors that mutually agree to change watches with one another shall be allowed to do so. This process is to make for a more balanced and improved watch keeping. It is also to mitigate the adverse effects of working prolonged graveyard watches.
- 4.7** The agreed upon watch change will be printed and signed by all parties for a defined time period and may not be changed again until the agreed time period has elapsed.

## **RULE 5 – SENIORITY**

- 5.1** The Employer recognizes the principle of seniority in the administration of the seniority related provisions of the Agreement. For the purposes of layoff and recall and other seniority related provisions contained in this Agreement, except as noted below, an employee of the Marine Operations Center unit’s seniority date shall be the employee’s appointment date to the Marine Operations Center.
- 5.2** For the purpose of layoff and recall, an employee of the Marine Operations Center, employed as of October 8, 2004, the employee’s seniority date shall be the same as the employee’s established anniversary date. For the purpose of vacation leave accrual, the employee’s established anniversary date shall be used to calculate vacation leave accruals.
- 5.3** Except as otherwise provided in this Agreement, an employee’s seniority shall terminate when the employee retires or is retired, resigns, discharged for cause, separated for job abandonment, fails to report to work upon recall from layoff within thirty (30) calendar days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.
- 5.4** A seniority roster will be maintained by the Employer and available to the Union upon request.
- 5.5** Any Watch Center Supervisor who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the



duration of employment with WSF management. After their term(s) office or at the end of their WSF management employment, the employee may exercise their seniority by “bumping” a Regular or Relief Watch Center Supervisor position.

## **RULE 6 – WORK RULES**

- 6.1** The Employer shall furnish meals and lodging, in compliance with WSDOT per diem guidelines, when staff, essential to manning and supporting operations and the EOC, is required to remain on duty or called back to duty.

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

- 6.2** Only qualified personnel shall constitute a proper relief for any Watch Center Supervisor. The Watch Center Supervisor standing a watch shall remain on watch until properly relieved. Qualified watch standing personnel are defined as: Port Captains, Crew Resource Manager, and any other Watch Center Supervisor.
- 6.3** Watch Center Supervisors recognize the need to have tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the Watch Center Supervisor’s chain of command, WSF Department or structure. However, no task, duty, or responsibility will be assigned as a regular part of the Watch Center Supervisor’s job functions or become an obligation to perform such action on an ongoing basis, without the Senior Operations Manager’s approval and direction.
- 6.4** When scheduling Watch Center Supervisor shifts, there shall be a minimum of thirty (30) minutes overlap of Watch Center Supervisor’s shifts both at the beginning and at the conclusion of each watch, in order to ensure that complete briefing/debriefing and continuity is achieved.
- 6.5** When post-accident, trauma, or other incident occurs in the fleet that counseling or other mitigation of impact is offered to those involved on the scene, the same shall be offered to the Watch Center Supervisor(s) on duty during the occurrence or aftermath. There shall be no negative connotation attached to the employee or the employee’s job performance as a result of the acceptance of such service, therapy and/or counseling.
- 6.6** Upon request, Watch Center Supervisors shall be escorted to and from designated parking and the Operations Center.
- 6.7** Watch Center Supervisors may assist Department Managers with administrative functions which may include Watch Center personnel scheduling, strategic planning and execution of the deployment of fleet resources, and other oversight functions that may be assigned. These functions will not be part of the primary responsibility of watch standing, but will be accomplished during watch handover (exclusive of Section 20.4) and by the Relief Watch Center Supervisor while performing administrative duties. Additionally, Watch Center Supervisors will review the OPS Log for information and data accuracy. Any

subsequent OPS Log changes will be noted to the original Watch Center Supervisor that made the entry for correction.

### **RULE 7 – PERFORMANCE EVALUATIONS**

- 7.1** Watch Center Supervisors will be given performance evaluations annually. This evaluation shall be performed on or about the employee's anniversary date.

## **APPENDIX B**

### **FLEET FACILITY SECURITY OFFICERS**

#### **RULE 1 – CLASSIFICATION OF FLEET FACILITY SECURITY OFFICERS**

- 1.1** A Fleet and Facility Security Officer (FFSO) is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work forty (40) hours per workweek. If, for some reason or assignment, an FFSO works at a location other than the 2901 building, then the employee shall qualify for travel time and mileage in accordance with the WSDOT Travel Rules and Procedures.

#### **RULE 2 – SELECTION AND PROBATIONARY PERIOD**

- 2.1** Notwithstanding any other provision of this Agreement, the selection and hiring of FFSO's shall remain the responsibility of the Employer. The Employer shall first consider applicants for FFSO positions covered under this Agreement from qualified internal WSF candidates with at least two (2) years employment with WSF. This will include employment in the Operations, Deck, Engine, Information and Terminal departments. If there are not any qualified candidates, the Employer may consider qualified applicants from outside of WSF. An FFSO shall be included in the hiring process for the final selection of applicants.
- 2.2** Newly hired employees shall have a one thousand forty (1,040) work hour probationary period commencing with the employee's first day of employment. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- 2.3** Newly hired FFSO's shall be paid eighty percent (80%) of the top wage for a Regular FFSO, noted in Section 11.1, while in training.
- 2.4** FFSO's that have completed training shall be paid ninety percent (90%) of the top wage for a Regular FFSO, noted in Section 11.1, during the one thousand forty (1,040) work hour probationary period.

#### **RULE 3 – TRAINING**

- 3.1** FFSO's shall be given the opportunity for professional growth within the scope of their responsibilities. Each FFSO that has completed their probationary period will be offered the opportunity to use up to five (5) days for professional growth opportunities. This can, but is not limited to, Fusion Center Training, Seminars, workshops, etc. The goal of continuing professional growth is for the enhancement of an FFSO's knowledge base. If a cost is associated with this training, it shall be funded by departmental funds if available.

## **RULE 4 – CLASSIFICATIONS AND RATES OF PAY**

- 4.1** Effective July 1, 2019, the basic wage rate for all FFSO classifications is forty-four dollars and thirty-one cents (\$44.31) per hour. (Three percent [3%] increase.)

Effective July 1, 2020, the basic wage rate for all FFSO classifications is forty-five dollars and twenty cents (\$45.20) per hour. (Two percent [2%] increase.)

## **RULE 5 – HOURS OF EMPLOYMENT**

- 5.1** The principle of the forty (40) hour workweek is hereby established. No work schedule shall have less than forty (40) hours per week unless otherwise agreed upon between the employee and Employer.
- 5.2** A work period may be as follows:
- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
  - B. Four (4) ten (10) hour days followed by three (3) days off (consecutive days off are not required).

## **RULE 6 – SENIORITY**

- 6.1** The Employer recognizes the principle of seniority in the administration of the seniority related provisions of the Agreement. For the purposes of layoff and recall and other seniority related provisions contained in this Agreement, except as noted below, an FFSO seniority date shall be the employee's hiring date.
- 6.2** For the purpose of layoff and recall, an FFSO employed as of April 14, 2016, the employee's seniority date shall be the same as the employee's established anniversary date. For the purpose of vacation leave accrual, the employee's established anniversary date shall be used to calculate vacation leave accruals.
- 6.3** Except as otherwise provided in this Agreement, an employee's seniority shall terminate when the employee retires or is retired; resigns; discharged for cause; separated for job abandonment; fails to report to work upon recall from layoff within thirty (30) calendar days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.
- 6.4** A seniority roster will be maintained by the Employer and available to the Union upon request.
- 6.5** Any FFSO who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the duration of employment with WSF management. After their term(s) office or at the end of their WSF management employment, the employee may exercise their seniority by "bumping" a Fleet and Facility Security Officer position.

## **RULE 7 – WORK RULES**

- 7.1** The Employer shall furnish meals and lodging, in compliance with WSDOT and Office of Financial Management per diem guidelines, when staff, essential to manning and supporting operations and the EOC, is required to remain on duty or called back to duty.

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

- 7.2** FFSO's recognize the need to have tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the FFSO's chain of command, WSF Department or structure. However, no task, duty, or responsibility will be assigned as a regular part of the FFSO's job functions or become an obligation to perform such action on an ongoing basis, without the Director Safety Management Systems or designee's approval and direction.
- 7.3** Support of the Badge Credential Officer shall be limited to immediate or urgent actions that do not include the production of new or replacement employee badges.

## **RULE 8 – PERFORMANCE EVALUATIONS**

- 8.1** FFSO's will be given performance evaluations annually. This evaluation shall be performed on or about the employee's anniversary date.

## **APPENDIX C**

### **WORKFORCE DEVELOPMENT LEAD**

#### **RULE 1 – CLASSIFICATION OF WORKFORCE DEVELOPMENT LEAD**

- 1.1** A Workforce Development Lead (WDL) is a regular full-time employee who has completed their probationary period and who is regularly scheduled to work a minimum of forty (40) hours per week. If, for some reason or assignment, a WDL works at a location other than the location where the employee is regularly assigned, then the employee shall qualify for mileage in accordance with the WSDOT Travel Rules and Procedures.

#### **RULE 2 – SELECTION AND PROBATIONARY PERIOD**

- 2.1** Notwithstanding any other provision of this Agreement, the selection and hiring of WDL's shall remain the responsibility of the Employer. The Employer shall consider applicants for WDL positions covered under this Agreement from qualified internal WSF candidates. This will include employment in the Operations, Deck, Engine, Information and Terminal departments. The Employer may consider qualified applicants from outside of WSF. A WDL shall be included in the hiring process for the final selection of applicants.
- 2.2** Newly hired employees shall have a twelve (12) month probationary period commencing with the employee's first day of employment. The employee's probationary period will be reviewed after six (6) months for consideration as to the probationary period ending or continuing. An employee terminated during the probationary period or at the end of the probationary period shall not have recourse to the grievance procedure. An employee's probationary period may be extended by agreement with the WSF and the Union.
- 2.3** WDL's that have completed training shall be paid ninety percent (90%) of the top wage for a Regular WDL, noted in Appendix C Rule 4, until the WDL has worked six (6) months.
- 2.4** At the discretion of the Employer, nothing in this Rule will prevent the Employer from granting the top wage to an internal hire prior to completing the twelve (12) month probationary period.

#### **RULE 3 – TRAINING**

- 3.1** WDL's shall be given the opportunity for professional growth within the scope of their responsibilities. Each WDL that has completed their probationary period may be offered the opportunity to use up to five (5) days for professional growth opportunities annually. This can include but is not limited to seminars, workshops, etc. The goal of continuing professional growth is for the enhancement of a WDL's knowledge base. If a cost is associated with this training, the training shall be preapproved by the appropriate department supervisors and shall be funded by departmental funds, if available.

- 3.2** All WDL's shall have access to training opportunities as sponsored by WSF, WSDOT and Washington State Department of Enterprise Services. Training can be scheduled through the employee's department. Employee's request for job-related training shall be preapproved by the appropriate department supervisors. If a cost is associated with this training, the training shall be funded by departmental funds, if available.

**3.3 Tuition Reimbursement**

- A. WDL's with more than six (6) months of service, and with preapproval by the appropriate department supervisors, may receive full or partial tuition reimbursement, consistent with agency policy and within available resources. The WDL may receive tuition reimbursement for a job-related approved seminar, or courses taken during working hours or outside of working hours taught at a university, college, community college, provided that (a) the courses and their details are approved by the Employer in advance and (b) the employee furnished proof of having satisfactorily passed the course upon its completion.
- B. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.

**RULE 4 – CLASSIFICATION AND RATES OF PAY**

- 4.1** Effective September 16, 2019, the monthly salary for all WDL's classifications is seven thousand five hundred and eighty-eight dollars and fourteen cents (\$7,588.14).

Effective July 1, 2020, the monthly salary for all WDL's classifications is seven thousand seven hundred and forty-three dollars (\$7,743.00).

**RULE 5 – HOURS OF EMPLOYMENT**

- 5.1** The principle of the forty (40) hour work week is hereby established. No work schedule shall have less than forty (40) hours per week unless otherwise agreed upon between the employee and Employer.

- 5.2** A work period may be as follows:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- C. Any other work schedule as established by the Employer. Any other work schedule will be discussed with the union prior to being implemented.

**5.3 Flexing Work Schedules**

Recognizing the WDL's are overtime exempt employees, the employee and the union agree that due to the nature of the training program at Washington State Ferries, it may be necessary, from time to time, to adjust the hours or work outside the parameters of Rule 5.2

above. To accomplish this, the Employer and employee will schedule work hours to accomplish the tasks assigned to the least cost to the state when practicable.

Flexing start and end times, and/or scheduled days of work within the work week shall not result in less than eighty (80) compensated hours in the two (2) week pay cycle. When the employee exceeds eighty (80) hours worked in the pay cycle, the employee may accrue exchange time consistent with Rule 5.4 below. The Employer may not flex the WDL's regular work schedules or days off other than to accommodate the training schedule.

#### **5.4 Exchange Time Provisions**

- A. The Employer determined the products, services, and standards that must be met by the WDL's.
- B. The WDL's salary includes straight time for holidays.
- C. WDL's will consult with their Director or designee to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with pre-approval of their Director or designee, WDL's will accrue exchange time for extraordinary or excessive hours worked. Employees are eligible to accrue Exchange time as measure Sunday through Saturday as follows:
  - 1. After working forty-five (45) hours in a five (5) day work week (Regular work week).
  - 2. After working thirty-six (36) hours in a four (4) day work week (Work week with one holiday).
  - 3. After working twenty-seven (27) hours in a three (3) day work week (Work week with two holidays).
- D. Exchange time may be accrued at straight time to a maximum of eighty (80) hours unless approved by exception of the appointing authority or their designee. Prior to a WDL accumulating eighty (80) hours of exchange time, management will work to ensure work life balance is achieved. Exchange time shall be used prior to vacation leave unless a WDL's vacation balance is nearing the maximum accrual in accordance with Rule 17.3. Exchange time has no cash value and cannot be transferred between agencies or other employees.
- E. WDL's are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.



## **RULE 6 – SENIORITY**

- 6.1** The Employer recognized the principle of seniority in the administration of the seniority-related provisions of the Agreement. For the purposes of layoff and recall and other seniority related provisions contained in this Agreement, except as noted below, a WDL seniority date shall be the employee's appointment date to the Training Department.
- 6.2** For the purpose of layoff and recall, a WDL employed as of July 1, 2019, seniority date shall be the same as the employee's established anniversary date. For the purpose of vacation leave accrual, the employee's established anniversary date shall be used to calculate vacation leave accruals.
- 6.3** Except as otherwise provided in this Agreement, an employee's seniority shall terminate when the employee is retired, resigns, discharged for cause, separated for job abandonment, fails to report to work upon recall from layoff within thirty (30) calendar days of notice, or who is on continuous layoff for more than three hundred sixty-five (365) days.
- 6.4** A seniority roster will be maintained by the Employer and available to the Union upon request.
- 6.5** Any WDL who has established seniority and is elected or appointed to a full-time office in the Union or who is transferred to a non-represented position in WSF management shall retain seniority status throughout their term(s) in office or for the duration of employment with WSF management. After their term(s) in office or at the end of their WSF management employment, the employee may exercise their seniority by "bumping" a Workforce Development Lead's position for which they are qualified.

## **RULE 7 – WORK RULES**

- 7.1** The Employer shall furnish meals and lodging in compliance with WSDOT and Office of Financial Management per diem guidelines, when staff essential to manning and supporting operations and the EOC is required to remain on duty or called back to duty. This Rule is applicable to emergency or unplanned situations and is not applicable to regular work schedules in support of WSF operations.
- 7.2** WDL's recognize the need to have tasks or duties performed by them in pursuit of resolution to emergent situations and the assignments may stem from management or personnel not in the WDL's chain of command, WSF Department, or structure. However, no task, duty, or responsibility will be assigned as a regular part of the WDL's job functions or become an obligation to perform such action on an ongoing basis without the Training and Credentialing Manager or designee's approval and direction.

## **RULE 8 – PERFORMANCE EVALUATIONS**

- 8.1** WDL's will be given performance evaluations annually. This evaluation shall be performed on or about the employee's anniversary date. The WDL's immediate supervisor and each WDL will jointly review the position description, employee's work assignment(s) and performance for the prior twelve (12) months. This annual review will include an interview between employee and employee's supervisor.
- 8.2** The performance evaluation shall be used for the following purposes:
- A. To encourage a periodic exchange of information between the employee and supervisor regarding the employee's work assignments.
  - B. To provide an opportunity for the employee to identify conditions or circumstances that impact the employee's work performance and to identify career goals.
  - C. To provide a means for updating employee records with respect to the employee's performance. The Employer and the Union agree that many factors contribute to performance and that, among these, the major factors are dependability, initiative, ingenuity and quality for output, cooperation, attitude and knowledge. Further, the parties agree that it is appropriate for Management's appraisal of performance to be a significant influence in decisions relating to job placement.
- 8.3** **Annual Review Procedure**  
The employee will be provided a copy of the Annual Performance Evaluation containing the supervisor's comments at least forty-eight (48) hours prior to any formal discussion of its contents with the supervisor.

**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**

**Watch Schedule Rotation**

The Washington State Department of Transportation, Ferries Division (WSF), The State of Washington State Office of Financial Management, State Human Resources, Labor Relations Section (OFM/SHR/LRS) and the International Organization of Masters, Mates and Pilots (MM&P) enter into the following Memorandum of Understanding (MOU) regarding Watch Supervisors rotating watches more than once a year.

Nothing in the MOU shall be used in any proceeding to otherwise amend or modify the Collective Bargaining Agreement (CBA) between the parties.

1. All Watch Supervisor watches are bid in December of each year and take effect at the start of winter schedule as described in Rule 12 of the CBA. These watches are for a twelve (12) month period. Watch Supervisors that mutually agree to change watches with one another shall be allowed to do so.
2. Any agreed upon watch change will be printed and signed by both employees, the Director of Operations, and the Union Representative. The agreed upon change in watches shall be for a defined time period and may not be altered or changed until the agreed time period has elapsed.

Mutually agreed to this 7 day of June, 2016.

/s/	6/7/2016
Lynne Griffith	Date
WSF/DOT	

/s/	6/7/2016
Susan Moriarty	Date
MEBA	

/s/	6/7/2016
Tim Saffle	Date
MM&P	

/s/	6/7/2016
Jerry Holder	Date
OFM/SHR/LRS	

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

Executed this 1<sup>st</sup> day of July, 2019.

For the International Organization of Masters, Mates & Pilots, Local 6, Pacific Maritime  
Region, United Inland Group, Watch Center Supervisors:

/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