

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of a notice of labor dispute filed by)	
)	
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO)	CASE NO. 1702-I-78-53
)	
Involving certain employees of)	DECISION NO. 762 MRNE
)	
WASHINGTON STATE FERRIES (WASHINGTON STATE DEPARTMENT OF TRANSPORTATION))	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Darlene W. Sobjeck, Business Representative, appeared on behalf of the petitioner.

Slade Gorton, Attorney General, by Robert M. McIntosh, Assistant, appeared on behalf of the employer.

On September 5, 1978, Office and Professional Employees International Union, Local No. 8, AFL-CIO filed a notice of labor dispute with the Public Employment Relations Commission. The dispute involves terms of a collective bargaining agreement to replace an agreement between the parties which expired on June 30, 1978. Rex L. Lacy of the Commission staff was assigned to serve as Hearing Officer on behalf of the Commission.

The Hearing Officer met with the parties on October 23, 1978 to determine the nature and scope of the issues in dispute. At that time, the parties submitted to the Hearing Officer a document entitled "Items Agreed Upon October 23, 1978", and the remaining disputed issues were identified as economic issues.

On November 28, 1978, the Labor Relations Manager of Washington State Ferries, T. D. Hardcastle, notified the union that the management team at the Department of Transportation in Olympia had rejected the October 23, 1978 list of "agreed" items and, further, had instructed him to present the union with proposed changes to items previously negotiated to agreement by the parties. The union rejected the newly proposed changes, and requested that the rejected items be consolidated with the unresolved economic issues to be argued before the Hearing Officer.

A formal hearing was conducted on January 25 and 26, 1979. The parties submitted briefs on all disputed items. Some comment is necessary to explain the Commission's findings on "wages" and "fringe benefits".

The employer's argument that the employees involved in these proceedings are entitled only to a 5% wage increase in 1978 is based on the concept that the general wage increase for Merit System employees of the State of Washington on July 1, 1978 was 5%. However, the Washington State Ferries clerical employees involved here are not civil service employees as defined in RCW 41.06 and the Merit System Rules.

The office clerical employees of Washington State Ferries are subject to the provisions of RCW 47.64, which sets forth the procedures for resolving disputes between the employer and the representative of its employees, as follows:

"RCW 47.64.030 Duties of the commission in general. ...

The Commission shall make such surveys of wages, hours and working conditions as it deems necessary, shall consider the prevailing practices for similarly skilled trades in the area in which the employee is employed."

The union's argument for an across-the-board increase of \$140.00 per month is based upon a survey limited to unionized employees in the greater Seattle area, and does not include all employees within its survey of prevailing practices for similarly skilled employees.

The employer produced additional wage surveys not limited to organized employees, and produced C. Carey Donworth and Matt Durham of the firm of Donworth, Taylor & Co., Management Consultants, of Seattle as witnesses. They were the only expert witnesses called, and they gave credible testimony which has not been controverted. While the survey produced in their office cannot be regarded as conclusive against the union, because of its failure to identify fully all survey participants, that survey and their testimony can be used in evaluating the position of the ferry system. Their testimony establishes a historical pattern of two-year collective bargaining agreements, and shows that the ferry system's wages were slightly low. In making its determination on wages, the Commission thus has before it the union's survey, the Donworth, Taylor & Co. survey, the "Endicott Report of 1978", the "Seattle-Everett Washington, Metropolitan Area Wage Survey, January, 1977", the "Administrative Management Society Clerical Salary Survey, 1978" and the "Executive Compensation Service, Office Personnel Report, 1977-78". We also note that employees of the Washington State Ferries have historically enjoyed a 5% to 8% differential above comparable State Merit System employees.

The employer's position of continuing the \$67.14 contribution rate for hospital/surgical/medical/dental insurance and \$2700 of life insurance for employee-only coverage is viable for the period up to this date only in the respect that insurance trusts such as the one involved do not accept retroactive contributions for coverage not provided by the carrier. The union's position requesting additional insurance contribution amounts is based on comparison with other employees of the ferry system.

The State of Washington now provides full family health insurance and dental insurance for its Merit System employees and for the employees of the ferry system other than those employed in this bargaining unit. A \$5,000.00 life insurance benefit is provided to Merit System employees. The State is able to provide those benefits for its Merit System employees at a contribution level of \$72.50 per employee per month in 1978-79 and \$85.00 per employee per month in 1979-80 because of pooling of contributions for thousands of employees. Ferry system employees represented by Local 8 have historically been participants in an insurance trust group smaller than the Merit System employee group. This may result in a higher cost than \$85.00 per month to provide full family coverage in the same manner as is provided for other ferry system or State employees. Neither party has suggested a change of insurance groups, and such matters require considerable time and study. The contribution rate adopted by the Commission here is the \$116.00 per month per employee rate applied to provide full family coverage for most of the ferry system's employees.

The union's request for interest on back pay amounts has been noted, but is rejected based on the finding of a genuine impasse on economic issues.

FINDINGS OF FACT

1. The employer is the successor to the Washington Toll Bridge Authority.
2. Office and Professional Employees International Union Local No. 8, AFL-CIO, is the recognized collective bargaining representative for office clerical employees of Washington State Ferries.
3. The employees affected are employees within the meaning of RCW 47.64.010(4); and are all employed in Seattle.
4. Office and Professional Employees International Union Local No. 8, AFL-CIO, hereinafter called the union, and Washington State Ferries, hereinafter called the employer, were parties to a collective bargaining agreement which contained a June 30, 1978 expiration date. The expiration date was extended by agreement until August 31, 1978.
5. The parties opened negotiations for a successor agreement in accordance with the terms of the agreement. Negotiations were conducted until August 31, 1978 when impasse was declared by the union. On September 5, 1978 the union requested the Public Employment Relations Commission to resolve the dispute in accordance with the provisions of RCW 47.64.040 and WAC 391-70-030(2).

6. The parties have historically negotiated agreements having 2 year durations and no evidence was adduced to show why the practice of 2 year agreements should not be continued.

7. All other unionized Washington State Ferry System employee groups have Cost of Living Adjustment (COLA) provisions contained in collective bargaining agreements.

8. Prevailing practice for similarly skilled trades for the employees involved means clerical employees in the Seattle area with respect to wages, and means all employees of the employer with respect to other conditions of employment.

9. The wage surveys indicate that the appropriate wage rates for affected employees in these proceedings requires application of a 6.5% increase to all classifications plus a 3% cost-of-living increase on July 1, 1978; a 3% cost-of-living increase on January 1, 1979; and a 6% increase plus a 3% cost-of-living increase to all classifications on July 1, 1979. The cost-of-living adjustment language in the previous agreement should be continued in the parties new agreement.

10. The affected employees should each be provided up to \$116.00 per month in order to fully provide themselves and their dependents with health insurance, dental insurance, prescription drug insurance and life insurance.

11. Historically, the employer has permitted the Labor Relations Manager of the Washington State Ferries to negotiate agreements on non-economic matters, while agreements on economic issues were negotiated subject to approval by the Department of Transportation in Olympia. The negotiations in 1978 proceeded on the assumption that the historical practice would be followed. Consequently, the document entitled "Items Agreed Upon October 23, 1978" represented concessions both parties had made in order to reach agreement. The subsequent rejection of those agreements by the employer polarized the positions of the parties regarding all the issues at impasse, made further negotiations pointless and, in part, caused this labor dispute. The parties were genuinely at impasse only on wages and fringe benefits.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction over this matter in accordance with RCW 47.64.030.
2. A dispute exists involving wages, hours and working conditions of employees covered by RCW 47.64.

ORDER

1. The parties to this dispute shall immediately adopt and implement the attached collective bargaining agreement for the period of time July 1, 1978 to June 30, 1980.
2. The parties shall immediately upon implementation of the attached collective bargaining agreement notify the Commission of its implementation.

DATED November 6, 1979.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Mary Ellen Krug
MARY ELLEN KRUG, Chairman

Paul A. Roberts
PAUL A. ROBERTS, Commissioner

Commissioner Don E. Olson, Jr.
did not participate in the
consideration or decision of
this case.

AGREEMENT

By and Between

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
(WASHINGTON STATE FERRIES)

and

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8

July 1, 1978 - June 30, 1980

This AGREEMENT is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, an agency of the State of Washington, operating the WASHINGTON STATE FERRIES, hereinafter referred to as the "EMPLOYER" and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, hereinafter referred to as the "UNION".

ARTICLE I - RECOGNITION OF THE UNION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative of all employees as classified herein and for any additional job classifications clerical in nature in the Washington State Ferries administrative office that may be created during the term of this Agreement, for the purpose of establishing wages, hours and working conditions.

ARTICLE II - UNION ACTIVITY

Section 1. The Employer agrees not to discriminate against any person for that person's activity in behalf of or membership in the Union.

Section 2. Authorized representatives of the Union shall be allowed to enter the Employer's premises where members of the bargaining unit are employed, at reasonable times. The Employer will issue the duly accredited representative a pass for such visits if required, and the Union agrees that the Employer is absolved from all claims resulting from any accident involving such representative while on the premises.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. Subject to the terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to the right to determine the methods and means by which its operations are to be carried on, to direct the work force, to adopt rules and regulations governing the appearance, dress, conduct, and work procedures of its employees, as are required to maintain safety, efficiency, quality of service, and the confidence of the traveling public.

ARTICLE IV - HIRING

Section 1. The Union may issue temporary work permits for a period not to exceed ninety (90) days to non-members who may be employed, consider and accept applications of such employees for membership, provided the applicant's record permits and if the industry, in the judgment of the Union, can employ that person with some degree of regularity.

Section 2. (a) Employees covered by this Agreement shall be or become, within thirty (30) days after their employment with the Employer or after the signing of this contract, whichever is later, members of the Union and shall thereafter, as a condition of employment, tender the dues and initiation fees uniformly required as a condition of membership.

(b) In the event the Union is unable to furnish satisfactory employees when called on to do so, the Employer may employ from any source it chooses. Such employees shall receive a dispatch slip from the Union before reporting to work; and if not already members of the Union, shall, within five (5) days, make application to join the Union; and must become members of the Union within thirty (30) days after commencement of their employment or be issued temporary work permits as covered by Section 1 of this Article.

Section 3. Voluntary Dues Deduction. Upon receipt of an employee's written authorization, the Employer shall deduct the regular Union dues from such employee's wages each month and remit same to the local Union office. Such written authorization shall be revocable by the employee. The Union shall be solely responsible for securing all written authorizations from the employees.

Section 4. Job vacancies shall be advertised by placing notice on the bulletin board. Interested employees shall have three (3) working days to apply for such position. Such notice will show job title, rate of pay, and a brief description of the job duties, including qualifications and necessary skills. The Employer shall consider all applicants and shall fill the position by giving first consideration to current employees, ability, and seniority. The Employer reserves the right to determine the qualifications and ability of applicants. In filling vacancies, the Employer may reject any applicant who is unsatisfactory. If the Union feels that any rejection has been unjust and has worked a hardship on the applicant involved, the Union shall have the right to invoke the grievance procedures provided for in this Agreement.

Section 5. The Employer shall furnish the Union each month with a list of all new hires, their home addresses, job title, beginning salary, date of hire and social security number. The Employer shall also furnish a list of names with job titles of all terminations. The Union agrees to furnish the Employer prompt notice of all covered employees who become delinquent in paying monthly Union dues.

Section 6. A bulletin board will be made available to the Union in a convenient location in the Employer's place of business. Information posted will consist of official OPEIU bulletins.

ARTICLE V - NO DISCRIMINATION

Section 1. The Union and the Employer each agree not to discriminate because of race, color, creed, national origin, age, religion, political affiliation, or sex, as regards matters of hiring, compensation, training, promotion, transfer, layoff, or discharge of employees covered by this Agreement.

Section 2. The Employer agrees to the principal of equal pay for equal work and agrees that there shall be no discrimination exercised in the bargaining unit in this respect. In all cases where women are performing work of comparable quality as men, the same rate of pay shall prevail.

ARTICLE VI - HOURS OF WORK

Section 1. The regular hours of work shall not exceed eight (8) hours in any one (1) day nor forty (40) hours in any one (1) week, to be worked within five (5) consecutive days.

Section 2. Hours of work in excess of regular working hours shall be paid for at one and one-half (1½) times the regular rate. The minimum overtime payment shall be one (1) hour, and any overtime in excess of one (1) hour shall be computed in units of one (1) hour. By mutual consent, compensatory time off may be scheduled in lieu of receiving overtime pay.

Section 3. Each employee shall receive a lunch period of thirty (30) minutes, on the employee's own time, approximately one-half (½) way through the work day, in accordance with a lunch period schedule to be established by the Employer.

Section 4. Each employee shall receive a relief period of fifteen (15) minutes approximately one-half (½) way through the morning shift and approximately one-half (½) way through the afternoon shift of each working day, in accordance with a schedule to be established by the Employer. The Employer shall have the right to require strict observance by the employees of the lunch and relief periods as scheduled. Relief periods are compensable.

Section 5. When called in on an employee's regular day off, the employee shall receive pay for a minimum of eight (8) hours at the overtime rate.

Section 6. The regularly scheduled work day shall be between the hours of 8 a.m. to 5 p.m. It is understood that the Employer may, with the consent of the employee involved and the Union, change the hours of any job where the working hours no longer meet the requirements of the work flow.

ARTICLE VII - VACATIONS

Section 1. Each employee with at least six (6) months continuous employment shall receive one (1) working day of vacation leave with full pay for each month of completed employment up to and including twelve (12) months. In addition, vacation credits as set out below shall be prorated and credited on a monthly basis.

Vacation leave shall be credited on compliance with the following table:

<u>Completed Employment</u>	<u>Vacation Credit</u>
6 months	6 working days
7 months	7 working days
8 months	8 working days
9 months	9 working days
10 months	10 working days
11 months	11 working days
12 months	12 working days
2 years	13 working days
3 years	15 working days
4 years	17 working days
5 years	20 working days

Section 2. Vacation leave shall be taken at a time mutually convenient to the Employer and the employee.

Section 3. Vacation leave is accumulative to a total of thirty (30) working days, after which time, if not taken, it shall lapse month by month. However, this provision may be modified through mutual agreement between an individual and the Employer for a specified period of time.

Section 4. Vacation leave is not available to the employee unless he has served six (6) continuous months of employment.

Section 5. A reemployed or reinstated employee must have six (6) months of continuous employment before he is entitled to use vacation leave.

Section 6. Leave credits accumulated are cancelled automatically on separation after periods of service of less than six (6) months.

Section 7. All accumulated vacation credit will be paid when an employee leaves the Employer's employment for any reason. An employee normally must give ten (10) working days notice prior to termination.

Section 8. If an employee becomes ill or injured while on vacation, that person may use sick leave in lieu of vacation days for the period of such illness or injury.

Section 9. The Employer shall make available the vacation schedule by April 1st of each year.

Section 10. Senior employees shall be given preference in the selection of vacation periods. An employee who splits a vacation may exercise seniority rights for the initial vacation period. However, subsequent selection shall be made after all employees have made their initial selection.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1. Sick Leave. Regular full-time employees shall accumulate sick leave at the rate of one (1) day for each month in which an employee is in pay status for fifteen (15) or more calendar days.

Section 2. Accumulated sick leave pay shall be payable at the rate of one (1) day's pay (or portion thereof) for each day (or portion thereof) of absence due to bona fide illness, injury, temporary disability because of pregnancy or childbirth, or for preventative health care, or for the care of a sick or

disabled dependent. A doctor's certificate shall be required prior to any payment of sick leave if requested by the Employer.

Section 3. No form of compensation or other form of leave with pay shall be granted for sick leave credits.

Section 4. Regular full-time employees shall be granted up to five (5) working days off to be applied against accrued sick leave, if necessary, in order to make funeral arrangements or to attend the funeral of a member of the immediate family. "Immediate family" shall be defined as spouse, child, parents, grandparents, brother, sister, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt and uncle.

Section 5. Employees may be granted leaves of absence limited, except in case of physical disability, to six (6) months in any one (1) year without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union.

Section 6. Maternity leave shall be granted all female employees in accordance with the approved policy of the State Highway Commission and State of Washington regulations.

Section 7. During the period of time in which an employee is on leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer and not due to the employee's negligence, the employee shall accrue service credit for the purpose of promotions, wage tenure increases and fringe benefit increases.

ARTICLE IX - SENIORITY

Section 1. All employees who have completed six (6) months of continuous service shall establish seniority with the Employer.

Section 2. A seniority roster of all employees classified herein, showing time and place of entering service of the Employer, will be posted in a place accessible to those affected. It will be revised in January of each year and be open for correction for a period of sixty (60) days from the date of posting, on presentation of proof of error, in writing, by any employee or his representative. A seniority date that is not protested within sixty (60) days from date of its first appearance on the seniority roster will not thereafter be subject to protest except for correction of typographical error. The Union shall be furnished a copy of such roster.

Section 3. When ability is substantially equal, seniority by classification shall be observed on layoffs, rehires, vacation preference, shift changes, promotions and transfers.

Section 4. A break in seniority shall occur if an employee is discharged for just cause or voluntarily terminates employment.

Section 5. In the event of a layoff or a reduction in staff, the Employer shall notify the Union of the nature and extent thereof and in which job classification, then make such layoff or reduction in staff in the manner provided below. The employee with the least amount of seniority will be the first laid off. Each employee shall be given at least ten (10) working days notice of a reduction in force or layoff. This shall not apply to dismissals for just cause carried out under the terms of this agreement.

Section 6. The Employer, upon rehiring in a particular classification, shall do so in the inverse order of seniority. Under no circumstances shall the Employer hire from the open market while employees on the recall list are willing to be re-employed. The last employee laid off from a job will be the first recalled to that classification subject to Section 3 of Article IX above. The names on the recall list shall be removed by management one (1) year from date of layoff.

Section 7. An employee recalled and reinstated to his or her former position held shall receive the appropriate contractual rate for that position.

Section 8. Any notice of re-employment to an employee who has been laid off shall be made by registered mail, return receipt requested, receipted telegram or personal contact with such laid-off employee.

ARTICLE X - HOLIDAYS

Section 1. The following days shall be paid holidays for all full-time employees covered by this Agreement.

- New Year's Day.....January 1st
- Lincoln's Birthday.....February 12th
- Washington's Birthday.....Third Monday in February
- Memorial Day.....May 30th
- Independence Day.....July 4th
- Labor Day.....First Monday in September
- Veteran's Day.....November 11th
- Thanksgiving Day.....Fourth Thursday in November
- Day after Thanksgiving....Fourth Friday in November
- Christmas Day.....December 25th
- Optional Day.....Will be observed as mutually agreeable between Employer and employee

Section 2. In the event an office employee is required to perform his or her duties on a holiday recognized herein, he or she is to receive one (1) day's pay in addition to regular monthly salary.

Section 3. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the Employer will determine staffing requirements and decide which employees will observe the holiday on the Friday proceeding or the Monday following the holiday, giving consideration, as far as possible, to the preference of each employee.

ARTICLE XI - HEALTH AND WELFARE

Section 1. Effective December 1, 1979, the Employer shall contribute up to \$116.00 per month for each regular employee in the bargaining unit and their dependents toward the purchase of Hospital/Surgical, Prescription Drugs, and Dental Care Insurance and \$5,000.00 Life Insurance for the employee. The coverages provided shall be by mutual agreement between the Employer and the Union.

Section 2. Employees will continue to participate in the Washington State Public Employees Retirement System (PERS) under the rules of that system.

ARTICLE XII - PASSES

Section 1. Upon application to the Employer, employees continuously employed for six (6) months shall be issued annual passes authorizing free transportation for the employees, for the employees' spouses, for the employees' dependents and for the employees' auto. Spouses and dependents' passes shall not be valid for transportation to and from employment.

Section 2. Upon application to the Employer, employees continuously employed for two (2) years shall be issued annual auto passes authorizing the employees' spouses free auto passage privileges on the basis of travel only during non-peak periods.

Section 3. The use of car pass privileges during peak periods will be cause for cancellation of all pass privileges. No car pass shall be used between June 15 and September 10 on the Sidney route.

Section 4. Personnel leaving the service of the Employer shall immediately surrender to the Employer any passes held.

Section 5. Employees of Washington State Ferries System, retired under the provisions of Employees Retirement System or totally disabled, will be granted annual auto pass privileges for themselves and non-employed spouses and non-employed dependent members of their families under eighteen (18) years of age.

ARTICLE XIII - SETTLEMENT OF GRIEVANCES

Section 1. There shall be no strikes, lockouts, or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all controversies or disputes shall be settled amicably and harmoniously.

Section 2. In the event of a controversy or dispute arising either out of the interpretation or application of this Agreement or because an employee considers himself unjustly treated, the grievance procedure shall be as follows:

Step I Immediate Supervisor

The employee (and the Shop Steward if requested by the employee) shall first attempt to resolve the problem immediately with the employee's immediate supervisor and in no event later than seven (7) days of the employee's knowledge of the facts that constitute the grievance. The immediate supervisor shall be given seven (7) days to resolve the problem.

Step II Department Head

If the matter is not resolved to the employee's satisfaction in Step I, the employee (and the Shop Steward or Union Business Representative if requested by the employee) shall present the grievance to the Department Head (or designated representative) within seven (7) days of the immediate supervisor's decision. The Department Head (or designated representative) shall reply within seven (7) days following receipt of the grievance.

Step III Management's Labor Relations Representative
and Union Representative

If the matter is not resolved in Step II to the employee's satisfaction, the grievance shall be referred, in writing, to Management's Labor Relations Representative and the Union Representative, who shall meet within fourteen (14) days for purpose of resolving the grievance.

Step IV Arbitration

If the grievance is not settled on the basis of the foregoing procedures either the Employer or the Union may submit the issue to the Public Employment Relations Commission (established under Chapter RCW (47.64) within ten (10) working days following the meeting described in Step III. The orders and awards of the Public Employment Relations Commission shall be final and binding upon any employee or employees or their representatives thereby and upon the Washington State Ferries.

ARTICLE XIV - MILITARY AND JURY DUTY LEAVE PAY

Section 1. The Employer shall grant a leave of absence with pay to any full-time employee who has accrued at least six (6) months seniority for any of the following purposes:

- (a) To attend annual two-week military training encampment required of such employee as a member of the United States Armed Forces Reserve.
- (b) To serve on a federal or superior court jury.
- (c) To serve as a witness in a criminal case in federal or superior court when under subpoena.

Section 2. Pay during the above types of leave shall be the employee's regular straight time salary less any amount received as compensation for the military, jury, or witness duty performed. Employees granted such leave shall remain absent from work only as necessary to satisfy the requirements of the duty being performed, and the employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received thereof.

Section 3. In order to qualify for pay during the above types of leave, the employee shall notify the Employer immediately upon receiving an official communication concerning the service involved. Notwithstanding the provisions of Section 1 above, the Employer may decline to grant leave for jury duty service in those cases where the employee involved is considered essential to maintaining continuity of operations of Washington State Ferries.

ARTICLE XV - JOB CLASSIFICATIONS AND WAGE RATES

Effective July 1, 1978

Section 1.

<u>Class Title</u>	<u>Pay Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Clerk I	A	717.60	752.60	788.80	826.80	866.40
Clerk II	C	788.80	826.80	866.40	908.00	951.00
Clerk III	E	866.40	908.00	951.00	995.80	1046.00
Clerk Typist I	B	752.60	788.80	826.80	866.40	908.00
Clerk Typist II	D	826.80	866.40	908.00	951.00	995.80
Clerk Typist III	F	908.00	951.00	995.80	1046.00	1096.00
Clerk Stenographer I	C	788.80	826.80	866.40	908.00	951.00
Clerk Stenographer II	E	866.40	908.00	951.00	995.80	1046.00
Secretary	G	951.00	995.80	1046.00	1096.00	1149.60
Accounting Assistant I	D	826.80	866.40	908.00	951.00	995.80
Accounting Assistant II	G	951.00	995.80	1046.00	1096.00	1149.60
Accounting Assistant III	I	1046.00	1096.00	1149.60	1204.20	1263.40
Accounting Assistant IV	K	1149.60	1204.20	1263.40	1325.20	1390.20
Payroll	J	1096.00	1149.60	1204.20	1263.40	1325.20
Operator-Receptionist	D	826.80	866.40	908.00	951.00	995.80
Stock Clerk	C	788.80	826.80	866.40	908.00	951.00

Effective January 1, 1979

<u>Class Title</u>	<u>Pay Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Clerk I	A	739.20	775.20	812.40	851.60	892.40
Clerk II	C	812.40	851.60	892.40	935.20	979.60
Clerk III	E	892.40	935.20	979.60	1025.60	1077.40
Clerk Typist I	B	775.20	812.40	851.60	892.40	935.20
Clerk Typist II	D	851.60	892.40	935.20	979.60	1025.60
Clerk Typist III	F	935.20	979.60	1025.60	1077.40	1128.80
Clerk Stenographer I	C	812.40	851.60	892.40	935.20	979.60
Clerk Stenographer II	E	892.40	935.20	979.60	1025.60	1077.40
Secretary	G	979.60	1025.60	1077.40	1128.80	1183.40
Accounting Assistant I	D	851.60	892.40	935.60	979.60	1025.60
Accounting Assistant II	G	979.60	1025.60	1077.40	1128.80	1183.40
Accounting Assistant III	I	1077.40	1128.80	1183.40	1240.40	1301.40
Accounting Assistant IV	K	1183.40	1240.40	1301.40	1365.00	1432.00
Payroll	J	1128.80	1183.40	1240.40	1301.40	1365.00
Operator-Receptionist	D	851.60	892.40	935.60	979.60	1025.60
Stock Clerk	C	812.40	851.60	892.40	935.20	979.60

Effective July 1, 1979

<u>Class Title</u>	<u>Pay Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Clerk I	A	805.80	845.00	885.60	928.20	972.80
Clerk II	C	885.60	928.20	972.80	1019.40	1067.80
Clerk III	E	972.80	1019.40	1067.80	1118.00	1174.40
Clerk Typist I	B	845.00	885.60	928.20	972.80	1019.40
Clerk Typist II	D	928.20	972.80	1019.40	1067.80	1118.00
Clerk Typist III	F	1019.40	1067.80	1118.00	1174.40	1230.40
Clerk Stenographer I	C	885.60	928.60	972.80	1019.40	1067.80
Clerk Stenographer II	E	972.80	1019.40	1067.80	1118.00	1174.40
Secretary	G	1067.80	1118.00	1174.40	1230.40	1290.00
Accounting Assistant I	D	928.20	972.80	1019.40	1067.80	1118.00
Accounting Assistant II	G	1067.80	1118.00	1174.40	1230.40	1290.00
Accounting Assistant III	I	1174.40	1230.40	1290.00	1352.00	1418.60
Accounting Assistant IV	K	1290.00	1352.00	1418.60	1487.80	1560.80
Payroll	J	1230.40	1290.00	1352.00	1418.60	1487.80
Operator-Receptionist	D	928.20	972.80	1019.40	1067.80	1118.00
Stock Clerk	C	885.60	928.60	972.80	1019.40	1067.80

Effective January 1, 1980, there will be a further increase by 0.14% for each 0.4 increase in the United States Bureau of Labor Statistics, Seattle Consumer Price Index (1967 = 100) for the period May, 1979, to November, 1979. This increase will be computed on wages as they exist on December 31, 1979.

New employees will be placed in Step 1 for a probationary period of six (6) months.

Following six (6) months of continuous employment, employees will be placed in Step 2 of the Salary Schedule.

Following eighteen (18) months of continuous employment, employees will be placed in Step 3 of the Salary Schedule.

Following thirty (30) months of continuous employment, employees will be placed in Step 4 of the Salary Schedule.

Following forty-two (42) months of continuous employment, employees will be placed in Step 5 of the Salary Schedule.

When an employee is promoted or required to work in a higher classification (for a full shift or longer) not more than two (2) salary ranges above his or her former classification, the employee shall be paid at the salary step which represents a one-step increase over the basic salary he or she received immediately prior to the promotion or in the first step of the new range, whichever is higher.

Section 2. Payroll deductions not otherwise authorized or required by law shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

Section 3. Nothing in this Agreement shall preclude the Employer from paying an individual employee more than the rate fixed for his or her classification in recognition of merit or length of service with the Employer.

Section 4. When an employee is promoted to a new classification or required to work in a higher classification (for a full shift or longer) at least three (3) salary ranges above the employee's former classification, he or she shall be paid at the step in the new range that most closely represents a two-step increase over his or her former basic salary or the first step in the new range, whichever is higher.

ARTICLE XVI - REGULAR PART-TIME EMPLOYEES

Section 1. Regular part-time employees are those who work regularly an agreed-upon number of days each month or week, but less than five (5) days per week.

Section 2. Wherever "months of continuous employment" are mentioned in this Agreement, for purposes of seniority and benefits, the completion of each 174 hours of work by a regular part-time employee shall constitute a month's continuous employment.

Section 3. In lieu of the provisions of Article X - Holidays, the equivalent straight-time pay for those eleven (11) holidays will be prorated on the basis of the number of hours compensation received by the regular part-time employee each fiscal year in relation to 2088 hours, and that amount shall be paid to each regular part-time employee at the end of June each year or upon the employee's termination. However, if an employee is required to work on a holiday provided for in Article X, the employee will be paid overtime for that holiday, but the holiday will be deducted from the total holidays specified in this Agreement for the above described prorating purposes.

ARTICLE XVII - OUTSIDE TRAINING PROGRAM

Section 1. Regular employees with more than one (1) year of service with the Employer may receive tuition reimbursement for job-related courses taking place during working hours or outside of working hours taught at a university, college, or community college, provided that (1) the courses and their details are approved by the Employer in advance, and (2) the employee furnishes proof of having satisfactorily passed the course upon its completion.

ARTICLE XVIII - TRAVEL

Section 1. The Employer will pay wages during travel to and from and while attending seminars and other business conducted for the Ferry System, in the same manner as if the employee were performing his or her job in the office. The Employer reserves the right to assign the employee the use of a State-owned automobile for the purpose of such travel, otherwise the employee will be reimbursed mileage as prescribed by the State for the use of the employee's automobile.

ARTICLE XIX - DISCIPLINE/DISCHARGE

Section 1. No employee shall be disciplined or discharged except for just cause.

Section 2. The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands and suspensions. Employees shall be given an opportunity to read, sign and answer all written warning notices or performance evaluations before placement of such material into their personnel file. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or within two (2) working days thereafter. The employees shall be requested to sign any written warning notices. The employees' signatures thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that the employee has seen and comprehends the gravity of the disciplinary action taken. Employees shall have the right to review and comment on written warning notices and performance evaluations currently in their personnel file. Upon request by the employee, the Union will be notified of all warning notices. The written warning notices provided for herein shall not remain in effect for a period of more than nine (9) months from the date of said warning notice.

Section 3. Employees may review their personnel file upon request to the personnel office.

Section 4. The Union will be furnished with a copy of any rules or regulations with respect to the bargaining unit within fifteen (15) days of the time they are adopted. In the event the Union is not furnished with same, they shall have no effect upon members of the bargaining unit.

Section 5. There shall be no strikes, lockouts, or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all controversies shall be settled amicably. Refusal to pass through picket lines of other Washington State Ferries employees shall not be construed as a violation of this Agreement.

Section 6. This Agreement will not operate to reduce any present conditions now more favorable enjoyed by any of the employees covered herein.

ARTICLE XX - SEVERANCE PAY

Section 1. It is hereby agreed that any claims for severance payment to any employee (employed by the Washington State Ferries at the time of completion of any cross-Sound bridge or tunnels) who may lose his or her employment in the Ferry System as a combined result of the building of a cross-Sound bridge or tunnel (replacing the then-existing Ferry routes) and of the application of the seniority provisions under the present Labor Agreement shall be based upon the principle of one (1) month's pay for each year of service.

Section 2. It is further agreed that details of this provision will be mutually agreed upon between representatives of the Union and the management of the Washington State Ferries.

ARTICLE XXI - TECHNOLOGICAL CHANGE

Section 1. In the event of any technological change that result in the permanent displacement of one or more employees in the bargaining unit, the Employer agrees to discuss such proposed changes prior to their going into effect. Employees to be displaced will be given first opportunity to bid for any new jobs before persons outside the bargaining unit are hired to fill such jobs.

Section 2. In the event any new jobs are created as a result of technological change affecting the bargaining unit employees, the Employer agrees to give the existing employees first opportunity to qualify for such jobs. The Employer further agrees to provide suitable training for those employees who are selected for employment in resultant positions.

ARTICLE XXII - SEPARABILITY AND SAVINGS

Section 1. If any Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Articles.

ARTICLE XXIII - DURATION

Section 1. This Agreement is effective July 1, 1978, and shall continue in effect until June 30, 1980, and it shall be considered as renewed from year to year thereafter between the parties unless either party shall give written notice to the other of its desire to amend or terminate same, such notice to be given at least ninety (90) days prior to June 30, 1980, or ninety (90) days prior to June 30 of any subsequent calendar year.

Section 2. In the event of the declaration of a national emergency, either party may open the Agreement for a review of monthly salaries by submitting a ninety (90) day notice, in writing, upon the other party. If such notice is filed and Agreement between the parties is not reached within ninety (90) days, either party may request the Public Employment Relations Commission to resolve the wage issue, and its award shall be final and binding upon the parties. The effective date of the award of the Public Employment Relations Commission shall be the date that notice was served upon either party.

Section 3. In the event the parties have not reached an Agreement on a contract prior to the expiration of this Agreement, either party may request the Public Employment Relations Commission to resolve the remaining issues. The Commission, under this Section, shall confine itself to the issues submitted; and its award shall be final and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 1979.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Chairman

By _____ Date _____
Director

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8

By _____ Date _____
Business Representative

APPROVED AS TO FORM ONLY

By _____ Date _____
Assistant Attorney General