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2 **BELOW IS A LIST OF ARTICLES THAT THE PARTIES DID NOT OPEN FOR**
3 **NEGOTIATIONS HAVE TENTATIVELY AGREED TO BE INCLUDED IN THE 2025**
4 **– 2027 CBA AS CURRENT CONTRACT LANGUAGE:**

5

6 Preamble;

7 Section 2, Representation;

8 Section 3, Visitation;

9 Section 4, Scope;

10 Section 5, Discipline & Discharge;

11 Section 7, Holidays;

12 Section 10, Mileage;

13 Section 12, Duty to Bargain;

14 Section 13, Hiring;

15 Section 16, Uniforms;

16 Section 17, Work Stoppages;

17 Section 18, Grievance Procedure;

18 Section 20, Jury Duty;

19 Section 21, Management Clause;

20 Section 22, Savings Clause;

21 Section 24, Drugs and Alcohol Free Workplace.

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SECTION 6 – WAGES

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

3 **Wages Table**

4 Effective July 1, 202~~5~~³, the wage rates for each classification covered by this Agreement
5 ~~the Senior Port Engineer, Maintenance and Operations Port Engineer and Digital Systems~~
6 ~~Port Engineer positions~~ shall ~~include~~be increased to five a four percent (5%)(4%) increase.

7 Effective July 1, 2026, the wage rates for each classification covered by this Agreement
8 shall include an additional four percent (4%) increase. ~~Effective July 1, 2024, the wage~~
9 ~~rates for the Senior Port Engineer, Maintenance and Operations Port Engineer and Digital~~
10 ~~Systems Port Engineer positions shall be increased to three percent (3%).~~ ~~Effective July 1,~~
11 ~~2023, the wage rates for the Maintenance Analyst Project Engineer shall be increased to~~
12 ~~five (5%).~~ ~~Effective July 1, 2024, the rates for the Maintenance Analyst Project Engineer~~
13 ~~position shall be increased five percent (5%).~~

14 Effective July 1, 202~~5~~³ through June 30, 202~~7~~⁵, the following wage rates shall be in effect:

	July 1, 2025³	July 1, 2026⁴
	(Hourly/Monthly)	(Hourly/Monthly)
Senior Port Engineer	<u>\$75.22/\$13,088</u>	<u>\$78.23/\$13,612</u>
	<u>\$70.22/\$12,219</u>	<u>\$72.33/\$12,586</u>
Maintenance and Operations Port Engineer	<u>\$71.02/\$12,357</u>	<u>\$73.86/\$12,852</u>
	<u>\$66.30/\$11,536</u>	<u>\$68.29/\$11,882</u>
Digital Systems Port Engineer	<u>\$71.02/\$12,357</u>	<u>\$73.86/\$12,852</u>
	<u>\$66.30/\$11,536</u>	<u>\$69.29/\$11,882</u>
Maintenance Analyst Project Engineer	<u>\$49.13/\$8,549</u>	<u>\$51.10/\$8,891</u>
	<u>\$44.99/\$7,829</u>	<u>\$47.24/\$8,220</u>

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1 **Duty Pay**

2 Port Engineers required to participate in the Duty rotation shall do so in accordance with
3 [Section 8.1\(5\)](#). Swapping of duty time or using leave shall not affect the number of filled
4 Duty positions. Duty pay rates are as follows:

5 The daily Duty rate of pay for Port Engineers assigned the Duty week shall be payable in
6 addition to the Port Engineers base wage, pay period by pay period. Duty pay will be
7 calculated at ten percent (10%) of the monthly base wage for seven-day duty week;
8 additional duty days and duty substitutions will be prorated accordingly.

9 A Duty Day is defined as a twenty-four (24) hour period beginning on the first hour a Port
10 Engineer is assigned to be Duty.

11

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

/s/ 9/24/2024

/s/ 9/30/2024

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Eric Winge, Union Representative
M.E.B.A.

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SECTION 8 - HOURS

2 **8.1 Definitions**

3 (1) Full-time Port Engineer

4 Port Engineers who are scheduled to work an average of forty (40) hours
5 per workweek.

6 (2) Workday

7 One (1) of seven (7) consecutive, twenty-four (24) hour periods in a
8 workweek.

9 (3) Work Shift

10 The hours a Port Engineer is scheduled to work each workday in a
11 workweek.

12 (4) Workweek

13 A regularly re-occurring period of one hundred and sixty-eight (168) hours
14 consisting of seven (7) consecutive twenty-four (24) hour periods.

15 (5) Duty Week

16 The Duty week is defined as a seven (7) day period from Tuesday to
17 Tuesday. Normal Duty hours will be 1600-0600 on regular work days,
18 twenty-four (24) hours on weekends (Saturday and Sunday) and holidays.

19 (a) All Port Engineer positions are required to participate in the Duty
20 rotation, excluding the Maintenance Analyst Project Engineer(s)
21 and Digital Systems Port Engineer(s). The Senior Port Engineer will
22 participate in the Duty rotation within six (6) months of their initial
23 appointment.

24 (b) During the Duty week, the Port Engineer is required to carry a State-
25 provided cell phone and be available and ready to respond.

26 (c) The Duty rotation schedule is managed by the Senior Port Engineer.

1 **8.2 Exchange Time Provisions**

2 (1) The Employer determines the products, services, and standards that must be
3 met by Port Engineers.

4 (2) Exchange time will not be accrued or approved during a Port Engineer's
5 Duty week.

6 (3) Port Engineers' salary includes straight time for holidays.

7 (4) Port Engineers will consult with their Director or designee to adjust their
8 work hours to accommodate the appropriate balance between extended
9 work time and offsetting time off. Where such flexibility does not occur or
10 does not achieve the appropriate balance, and with pre-approval of their
11 Director or designee, Port Engineers will accrue exchange time for
12 extraordinary or excessive hours worked. Exchange time may be accrued at
13 straight time to a maximum of eighty (80) hours. Prior to a Port Engineer
14 accumulating eighty (80) hours of exchange time, management will work
15 to ensure work life balance is achieved. This may include the use of a
16 temporary Port Engineers in accordance with [Section 13](#) (C). Exchange
17 time shall be used prior to vacation leave unless a Port Engineer's vacation
18 balance is nearing the maximum accrual in accordance with [Section 14](#) (B).
19 Exchange time has no cash value and cannot be transferred between
20 agencies or other employees.

21 (5) Port Engineers are responsible for keeping management apprised of their
22 schedules and their whereabouts.

23 (6) Prior approval from the Employer for the use of paid or unpaid leave for
24 absences of two (2) or more hours is required, except for unanticipated sick
25 leave.

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SECTION 9 - PASSES

2 (A) The Employer shall, upon application, issue, to any Port Engineer continuously
3 employed for at least six (6) months, annual passes authorizing free passage for the
4 Port Engineer, in accordance with the Washington State Ferries pass use policy.

5 (B) Any Port Engineer who leaves the service of the Employer shall immediately
6 surrender to the Employer their pass.

7 (C) Passes of any kind shall not be used for the purpose of commuting to or from
8 employment other than employment with the Washington State Ferries (WSF).
9 Vehicle passes shall be used only on a space available basis.

10 (D) Vehicle ferry passes are intended to be used for vehicles that the Port Engineer has
11 registered, leased or rented. The vehicle registration or lease/rental agreement shall
12 be required to be shown when using passes, if requested.

13 Vehicle passes will not be used to evade a ferry fare. A vehicle not registered, leased
14 or rented by a Port Engineer shall be subject to verification by terminal staff. A Port
15 Engineer who is uncooperative in the verification process shall be subject to the
16 WSF Code of Conduct.

17 (E) Any Port Engineer who knowingly violates WSF Pass Use Policies will be subject
18 to a three (3) month suspension of all pass privileges for a first offense, a one (1)
19 year suspension of all pass privileges for a second offense and a permanent
20 revocation of all pass privileges for a third offense. The Employer shall publish and
21 provide to the Port Engineer and the Union a copy of the rules, regulations and
22 policies concerning pass usage.

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SECTION 11 - MINIMUM CALL

2 With pre-approval from the Director or designee, Port Engineers on duty shall receive a
3 minimum of eight (8) hours pay at the straight time hourly rate of pay, when called away
4 from their residences for emergencies, responding to vessels, terminals, or the office, for
5 operational or maintenance issues.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

/s/ 8/27/2024

/s/ 8/27/2024

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Eric Winge, Union Representative
M.E.B.A.

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SECTION 14 - VACATION LEAVE

2 (A) Vacation leave will be credited on the following basis:

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

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4 (B) Vacation leave may be accrued to a maximum of two hundred forty (240) hours.
5 Port Engineers may voluntarily exceed this limit, however any hours in excess of
6 two hundred forty (240) will be forfeited if not used prior to their anniversary date.
7 A Port Engineer may request to extend annual leave accrual beyond the maximum.

1 If approved, the extension will only apply to leave accrued after the date of the
2 request.

3 (C) Vacation leave may be used once it has been accrued.

4 (D) Vacation leave will be cashed out when a Port Engineer leaves employment for any
5 reason, provided adequate notice has been given and cash-out is consistent with
6 [RCW 43.01.041](#).

7 (E) In the event that a Port Engineer becomes ill, injured, or incapacitated for a period
8 of three (3) consecutive days or more while on vacation, sick leave may be used in
9 lieu of vacation days for the period of such illness, injury or incapacity.

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For the Union

/s/ 10/17/2024

/s/ 10/24/2024

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SECTION 15 - SENIORITY

2 (A) Seniority Roster

3 For the purpose of the seniority roster, existing Port Engineer seniority dates shall
4 be the date the bargaining unit was certified by PERC. All subsequently hired Port
5 Engineers seniority dates will be the date they were appointed to the position. The
6 Port Engineer Seniority Roster shall be in accordance with MEBA Licensed
7 Contract [Section 2.1](#) and [20](#) (a) and the MEBA Unlicensed Contract, Rule 21.05.

8 (1) Port Engineer Seniority Roster

9 This list shall not apply to the Digital Systems Port Engineer or the
10 Maintenance Analyst Project Engineer and shall be used in determining
11 vacation periods, and on duty schedules. The Port Engineer Seniority Roster
12 shall show the first date of continuous employment, otherwise known as the
13 date they were appointed to the position as a Port Engineer and meet the
14 requirements of this Section.

15 (2) Filling of Fleet Licensed Jobs

16 (a) All Port Engineers with valid USCG engineering licenses applicable
17 for the WSF fleet that do not currently hold a position in the WSF
18 fleet as a licensed officer shall be placed on the Oiler Promotional
19 Roster (oiler becoming assistant engineer as per the language in the
20 Licensed CBA Section 2.1). Once placed on the Oiler Promotional
21 Roster, that WSF Port Engineer will be entitled to bid on an
22 Assistant Engineer opening per their Assistant Engineer seniority
23 date.

24 (b) In order for a Port Engineer hired outside of the WSF Licensed
25 Engineer bargaining unit to remain on the Licensed Assistant
26 Engineer Promotional Roster ([Section 20](#) [a][3]) they must work
27 ninety (90) sailing days within an uninterrupted work schedule

1 aboard a vessel after accepting and reporting to a permanent
2 Assistant Engineer Position.

3 (c) Port Engineers hired from a MEBA-L bargaining unit position who
4 hold a valid USCG engineer license applicable for the WSF fleet
5 and do not have a break in state service will retain and continue to
6 accrue their seniority in the classification they held prior to being
7 hired into a Port Engineer position and shall ~~All Port Engineers that~~
8 ~~hold a Permanent Licensed Engineer Officer position in the WSF~~
9 ~~fleet shall~~ have bidding rights per the Licensed Engineer Officer
10 CBA.

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For the Employer

For the Union

/s/ 9/24/2024

/s/ 9/30/2024

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
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Eric Winge, Union Representative
M.E.B.A.

1 resides in the employee's home or where the relationship creates an
2 expectation that the employee care for the person, and that individual
3 depends on the employee for care. "Family member" includes any
4 individual who regularly resides in the employee's home, except that it does
5 not include an individual who simply resides in the same home with no
6 expectation that the employee care for the individual.

7 (2) Child means a biological, adopted, or foster child, stepchild, or for whom
8 the employee stands in loco parentis, is a legal guardian or is de facto parent,
9 regardless of age or dependency status.

10 (3) Grandchild means a child of the employee's child.

11 (4) Grandparent means a parent of the employee's parent.

12 (5) Parent means biological, adoptive, de facto, or foster parent, stepparent, or
13 legal guardian of an employee or the employee's spouse or registered
14 domestic partner, or a person who stood in loco parentis when the employee
15 was a minor child.

16 (6) Spouse means husband or wife, as the case may be or state registered
17 domestic partner as defined by RCW26.60.

18 (G) All sick leave claims must be made by communicating with a Port Engineer's
19 supervisor in advance if possible.

20 (H) No payments of wages chargeable to sick leave credits will be made unless the Port
21 Engineer has provided notification as described above, except in cases of
22 emergency.

23 (I) A verifying statement from a professional provider may be requested by the
24 Employer at the Employer's option to support claims of more than three (3) working
25 days per [RCW 49.46.210](#).

- 1 (J) No sick leave claims will be honored for time loss for which the employee is
2 receiving State of Washington Industrial Insurance time loss payments (Workmen's
3 Compensation).
- 4 (K) All accumulated sick leave shall be restored when a previously separated employee
5 is re-employed on a permanent basis consistent with applicable statute.
- 6 (L) Any accumulated sick leave up to three (3) days in any one (1) instance may be
7 claimed and taken by a Port Engineer after notification is made to the employee's
8 superior when a member of the Port Engineers' immediate family, as defined in
9 [Subsection 19\(F\)](#), is ill or injured.
- 10 (M) Sick leave may be claimed for preventive health care provided such care cannot be
11 reasonably scheduled during non-work time and the employee notifies their
12 supervisor in advance of such appointment.
- 13 (N) Each January, employees are eligible to receive cash on a one (1) hour for four (4)
14 hours basis for ninety-six (96) hours or less of their accrued sick leave, if:
- 15 (1) Their sick leave balance at the end of the previous calendar year exceeds
16 four hundred eighty (480) hours;
- 17 (2) The converted sick leave hours do not reduce their previous calendar year
18 sick leave balance below four hundred eighty (480) hours; and
- 19 (3) They notify their payroll office by January 31st that they would like to
20 convert their sick leave hours earned during the previous calendar year,
21 minus any sick leave hours used during the previous year, to cash.
- 22 All converted hours will be deducted from the employee's sick leave balance.
- 23 (O) Sick leave or vacation leave may be designated as a supplemental benefit while a
24 Port Engineer receives a partial wage replacement for paid family and/or medical
25 leave (PFML) under Washington State Paid Family and Medical Leave Insurance
26 Program, [Title 50A RCW](#). The Employer may require verification that a Port

1 **ARTICLE X**

2 **HEALTH CARE BENEFITS AMOUNTS**

3 X.1 A. For the 2025-2027 ~~3-2025~~ biennium, the Employer Medical Contribution
4 (EMC) will be an amount equal to eighty-five percent (85%) of the monthly
5 premium for the self-insured Uniform Medical Plan (UMP) Classic for each
6 bargaining unit employee eligible for insurance each month, as determined
7 by the Public Employees Benefits Board (PEBB). In no instance will the
8 employee contribution be less than two percent (2%) of the EMC per month.

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

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

15 C. Value-based benefits designs will:

- 16 1. Be designed to achieve higher quality, lower aggregate health care
17 services cost (as opposed to plan costs);
- 18 2. Use clinical evidence; and
- 19 3. Be the decision of the PEBB.

20 ~~D.~~ Article X.1 (B) and (C) will expire June 30, 2027~~5~~.

21 X.2 ~~A.~~ The Employer will pay the entire premium costs for each bargaining
22 unit employee for dental, stand-alone vision, basic life, and any offered
23 basic long-term disability insurance coverage. If changes to the long-term
24 disability benefit structure occur during the life of this Agreement, the

1 Employer recognizes its obligation to bargain with the Coalition over
2 impacts of those changes within the scope of bargaining.

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

6 **X.3 Wellness**

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

11 B. The Coalition of Unions agrees to partner with the Employer to educate
12 their members on the wellness program and encourage participation.
13 Eligible, enrolled subscribers shall have the option to earn an annual one
14 hundred twenty-five dollars (\$125.00) or more wellness incentive in the
15 form of reduction in deductible or deposit into the Health Savings Account
16 upon successful completion of required Smart Health Program activities.
17 During the term of this Agreement, the Steering Committee created by
18 Executive Order 13-06 shall make recommendations to the PEBB regarding
19 changes to the wellness incentive or the elements of the Smart Health
20 Program.

21 **X.4** The PEBB Program shall provide information on the Employer Sponsored
22 Insurance Premium Payment Program on its website and in an open enrollment
23 publication annually.

24 **X.5 ~~Medical~~ Flexible Spending Arrangement**

25 A. During January 202~~6~~⁴ and again in January 202~~7~~⁵, the Employer will make
26 available ~~two~~ three hundred ~~fifty~~ dollars (~~\$300~~ 250) in a ~~medical~~ Flexible

1 Spending Arrangement (FSA) account for each bargaining unit member
2 represented by a Union in the Coalition described in RCW 41.80.020(3),
3 who meets the criteria in Subsection X.5 B below.

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

6 1. Is occupying a position that has an annual full-time equivalent base
7 salary of ~~sixty thousand dollars (\$60,000)~~ sixty four thousand, five
8 hundred dollars (\$64,500.00) ~~sixty-eight thousand and four dollars~~
9 (\$68,004.00) or less on November 1 of the year prior to the year the
10 Employer FSA funds are being made available; and

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

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

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

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

25 D. The provisions of the State's salary reduction plan will apply. In the event
26 that a federal tax that takes into account contributions to an FSA is imposed

1 on PEBB health plans, this provision will automatically terminate. The
2 parties agree to meet and negotiate over the termination of this benefit.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer	Date	For the Healthcare Coalition	Date
<u>/s/</u>	<u>9/24/2024</u>	<u>/s/</u>	<u>9/23/2024</u>
Janetta Sheehan, Sr. Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section		Kurt Spiegel, Executive Director WFSE	
		<u>/s/</u>	<u>9/23/2024</u>
		Jane Hopkins, President SEIU 1199NW	

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- 1 6. Ensuring that any information shared protects employees’ personally identifiable
- 2 information and protected health information.

- 3 7. Exploring options to provide access to this information for non-English speakers,
- 4 for example, a flyer in multiple languages with notification of these benefits.

- 5 **This MOU will expire on June 30, 2025.**

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer	Date	For the Healthcare Coalition	Date
<u>/s/</u>	8/21/2024	<u>/s/</u>	8/22/2024
Janetta Sheehan, Sr. Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section		Kurt Spiegel, Executive Director WFSE	
		<u>/s/</u>	8/22/2024
		Jane Hopkins, President SEIU 1199NW	

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~~For the Employer:~~

~~For the Healthcare Coalition:~~

<u>/s/</u>	09/14/2022	<u>/s/</u>	Date
Ann Green, OFM Lead Negotiator	Date	Jane Hopkins, President SEIU 1199NW	Date
		<u>/s/</u>	Date
		Karen Estevenin, Executive Director PROTEC17	Date

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded in the 2025-2027 budget.

TENTATIVE AGREEMENT – HEALTHCARE MOU

PEB/2025-2027 Negotiations

August 21, 2024

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