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## PREAMBLE

2 This Collective Bargaining Agreement (Agreement) is between the State of Washington  
3 (hereinafter referred to as the “Employer”), and the Pacific Northwest Regional Council of  
4 Carpenters (hereinafter referred to as the “Union”) for the purpose of setting forth the  
5 mutual understanding of the parties as to conditions of employment for those employees  
6 for whom the Employer recognizes the Union as the collective bargaining representative.

7 It is agreed by the parties that it is in their best interest to establish employment relations  
8 based on mutual respect and cooperation, provide for fair treatment to all employees,  
9 promote efficient and cost-effective service, and recognize the value of employees and the  
10 work they perform. To that end, both parties are committed to the support and  
11 encouragement of diversity, equity and inclusion in a pro-equity anti-racism workplace  
12 environment.

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## 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/ 08/02/2024

/s/ 08/02/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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1 membership, by-laws, rules, regulations, constitutional provisions, or any  
2 other aspect or obligation of Union membership, policies or requirements.

3 **Section 3.** The Employer retains the right to reject any job applicant referred by the  
4 Union. The Employer may discharge any employee for just and sufficient  
5 cause.

6 **Section 4.** If the Employer hires persons other than those referred by the Union, the  
7 Employer shall advise the Union within seven (7) working days after such  
8 person is hired as to the name, address, personnel identification number,  
9 date of hire, classification, and rate of pay of such employee. The same  
10 information shall be furnished by the Employer to the Union within forty-  
11 eight (48) hours after termination of any employee.

12 **Section 5.** All employees referred to the Employer by the Union under this Article  
13 shall submit to the providing of such records as are or may be required by  
14 the Employer for the purpose of identification.

15 **Section 6.** The Union and the Employer agree to hold the Union and Employer  
16 signatory hereto harmless from any monetary damage and penalties  
17 assessed against them by any government agency or court of law because  
18 of any charge of unfair labor practice or act where such practice or act was  
19 proximately or solely caused by the Union or Employer.

20 **Section 7.** Temporary employees who have served six (6) cumulative months shall  
21 have all benefits afforded a permanent employee. Such temporary  
22 employees will not have access to the grievance procedure for layoff.

23 **Section 8. Definitions:**

24 A. Probationary Period: Every part-time or full time employee  
25 following their initial appointment to a permanent position, will  
26 serve a probationary period of six (6) months unless extended.

- 1           B.     Trial Service Period: Employees with permanent status who are  
2                     promoted, or who voluntarily accept a transfer or demotion into a  
3                     job classification in which they have not previously held permanent  
4                     status, will serve a trial service review period of six (6) months. An  
5                     Employer may extend the trial service period for an individual  
6                     employee up to an additional six (6) months upon agreement  
7                     between the Employer and the Union. Trial service periods will be  
8                     extended on a day for day basis for any day(s) that the employee was  
9                     on leave without pay or shared leave, except for that taken for  
10                    military service.
- 11           C.     Permanent Status: An employee will attain permanent status in a job  
12                     classification upon their successful completion of a probationary,  
13                     trial service or transition review period.
- 14           D.     Temporary Employment: The Employer may make temporary  
15                     appointments to address organizational needs including but not  
16                     limited to filling behind a permanent employee, participation in an  
17                     apprenticeship program or to reduce the effects of a hiring freeze.  
18                     Temporary appointments will not result in the incumbent attaining  
19                     permanent status. Temporary employment will not exceed twelve  
20                     (12) months except when filling behind a permanent incumbent who  
21                     is on extended leave.

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For the Employer

For the Union

\_\_\_\_\_/s/\_\_\_\_\_/ 08/02/2024  
Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

\_\_\_\_\_/s/\_\_\_\_\_/ 08/02/2024  
Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

**ARTICLE 5**  
**FOREPERSONS AND LEADPERSONS,**  
**VESSEL AND TERMINAL GENERAL FOREPERSON**

**A. Forepersons and Leadpersons**

**Section 1.** When the Employer selects Forepersons and Leadpersons, they shall be Journeyman members of the craft which they are to supervise.

**Section 2.** The compensation for Foreperson and Leadperson shall be as set forth in Appendix A.

**Section 3.** When from one (1) to three (3) persons are employed, one (1) of the persons will be selected as Leadperson.

**Section 4.** When four (4) to six (6) persons are employed, one (1) of the persons will be selected as Foreperson, but no Leadperson will be selected. When seven (7) or more persons are employed in each craft, one (1) of the persons will be selected as Foreperson and another one (1) as Leadperson. If the number of persons employed is reduced below four (4), the Foreperson rating shall not be eliminated for a minimum period of forty-five (45) days. If operational and workload needs demonstrate the need to add a leadperson outside the ratios set above, the General Manager has the discretion to add a leadperson to a shop to address the workload concerns.

If a Foreperson is off on a Friday or the day preceding a holiday, the person that has been designated as the temporary Foreperson on the day before the weekend or the holiday, shall be the point of contact for all callouts until the next regularly scheduled shift.

A. The appointments of Leadpersons and Forepersons as specified in this Article refer to Leadpersons and Forepersons who are working supervisors of all of the people employed by the Employer. Forepersons and Leadpersons are not required for subsets of employees, e.g., shifts, work crews, field crews.

1           B.     In the event the Employer desires to appoint temporary Forepersons  
2                     or Leadpersons to provide onsite supervision to crews who are  
3                     working away from Eagle Harbor, such Forepersons and  
4                     Leadpersons will be selected on the basis of seniority, if they are  
5                     qualified to do the work. Temporary Forepersons and Leadpersons  
6                     will revert to their regular classification upon conclusion of the  
7                     work.

8     **Section 5.**   Employees interested in permanent Foreperson and Leadperson openings  
9                     shall inform the Employer of their interest in writing. The Employer will  
10                    consult with the interested employees to identify training needed and  
11                    provide materials or training to help employees to become qualified for  
12                    position openings.

13                    When a permanent Leadperson or Foreperson opening occurs, employees  
14                    that have expressed an interest in writing shall be provided the opportunity  
15                    to interview for the position. The Employer may conduct competitive  
16                    recruitments consisting of both internal and external candidates within the  
17                    same recruitment posting. External candidates will only be considered if no  
18                    internal candidates are selected for the position. In addition to a candidate's  
19                    interview score, a comprehensive review by the Employer of all candidate  
20                    application materials and reference checks will occur to determine the most  
21                    qualified candidate for the position.

22                    The interview panel shall include no less than one (1) union member and no  
23                    less than one (1) management member. For Leadperson interviews, the  
24                    union member will be the Foreperson from the applicable shop. The panel  
25                    will review all applications and interview scoring materials for each  
26                    candidate and determine the best qualified applicant for the position. The  
27                    decision of the panel shall not be grievable. The panel shall make a majority  
28                    recommendation to the Director of Vessel Engineering and Maintenance, or  
29                    their designee. The Director shall then approve the formal offer of



1 employment to the successful candidate. If, in the judgment of the  
2 Employer, that employee is not the most qualified, the employee shall be  
3 informed by the Employer as to the reason(s).

4 **Section 6.** When a temporary Foreperson opening occurs, the senior Leadperson shall  
5 be given first consideration for that position. If, in the judgment of the  
6 Employer, the Leadperson is not acceptable, that person shall be informed  
7 by the Employer as to the reason(s). Thereafter, in the filling of the  
8 temporary Foreperson position, the next most senior employee shall be  
9 offered the position and so forth, down the seniority list.

10 When a temporary Leadperson opening occurs, the senior employee in that  
11 craft shall be given first consideration for that position. If, in the judgment  
12 of the Employer, the employee is not acceptable, that person shall be  
13 informed by the Employer as to the reason(s). Thereafter, in the filling of  
14 the temporary Leadperson position, the next most senior employee shall be  
15 offered the position and so forth, down the seniority list.

16 **Section 7.** An employee promoted to a permanent Foreperson or Leadperson position  
17 shall serve a six (6) month trial service period and shall receive the  
18 appropriate rate of pay for the position during such trial service period. An  
19 employee determined to be unqualified for the position during or at the end  
20 of the trial service period shall be informed in writing of the reason(s) for  
21 disqualification and shall then return to the employee's previously held  
22 position at the former rate of pay with no loss of seniority in the previously  
23 held position. Such action will not be subject to the grievance procedure.

24 If an employee in the position of Foreperson or Leadperson has completed  
25 their trial service period, and it is determined they are unqualified for the  
26 position, the employee shall be informed in writing of the reason(s) for  
27 disqualification and shall then return to the employee's previously held  
28 position at the former rate of pay with no loss of seniority in the previously  
29 held position. If the employee's previous position is that of Leadperson, and

1 that position has been filled, the employee that is in the position of  
2 Leadperson shall return to a Journeyperson position and rate of pay in their  
3 classification with no loss of seniority. The employee that is being removed  
4 from the position of Foreperson shall then be returned to the position of  
5 Leadperson.

6 **Section 8. Overtime Assignments within a Shop**

7 It will be the responsibility of each shop Foreperson to ensure a fair and  
8 equitable distribution of overtime work. Seniority cannot be used for the  
9 basis of overtime. The objective of overtime distribution is to allow for a  
10 fair and reasonable sharing of hours over an extended period of time. An  
11 overtime report will be generated quarterly for each shop steward to show  
12 individual overtime.

13 **Section 9.** Forepersons and Leadpersons shall be provided a position description  
14 which accurately reflects the duties of their positions. Forepersons and  
15 Leadpersons are expected to perform duties as specified in the position  
16 descriptions. The Employer will notify the Union in advance of any  
17 significant proposed changes in the position descriptions and will consider  
18 the Union's comments, if any, on the proposed changes prior to  
19 implementation.

20 **B. ~~Vessel and Terminal~~ General Forepersons**

21 **Section 1.** In addition to the duties described in the job description, the following  
22 guidelines are applicable to the ~~Vessel and Terminal~~ General Forepersons  
23 Positions.

24 **Section 2.** The positions of Vessel and Terminal General Forepersons will become  
25 permanent positions at Eagle Harbor, day shift. The second shift will have  
26 one General Foreperson.

1    **Section 3.**    For the purpose of coordinating work, including prioritization of work  
2                    between crafts, the shop Forepersons will communicate first with the Vessel  
3                    and Terminal General Forepersons [for day shift and the General Foreperson](#)  
4                    [for second shift.](#) If the ~~Vessel and Terminal~~ General Forepersons are not  
5                    available the Foreperson shall communicate with the Vessel and Terminal  
6                    Maintenance Managers.

7    **Section 4.**    The ~~Vessel and Terminal~~ General Forepersons positions will be filled on  
8                    the following basis:

9                    A.    The ~~Vessel and Terminal~~ General Forepersons will be selected by  
10                   the Employer from all employees working at Eagle Harbor in a  
11                   Journeyman craft position. The Employer may conduct  
12                   competitive recruitments consisting of both internal and external  
13                   candidates within the same recruitment posting. External candidates  
14                   will only be considered if no internal candidates are selected for the  
15                   position. In addition to a candidate's interview score, a  
16                   comprehensive review by the Employer of all candidate application  
17                   materials and reference checks will occur to determine the most  
18                   qualified candidate for the position.

19                   B.    The interview panel shall include no less than one (1) union member  
20                   and no less than one (1) management member. The panel will review  
21                   all applications and interview scoring materials for each candidate  
22                   and determine the best qualified applicant for the position. The  
23                   decision of the panel shall not be grievable. The panel shall make a  
24                   majority recommendation to the Director of Vessel Engineering and  
25                   Maintenance, or their designee. The Director shall then approve the  
26                   formal offer of employment to the successful candidate. If, in the  
27                   judgment of the Employer, that employee is not the most qualified,  
28                   the employee shall be informed by the Employer as to the reason(s).

1 C. Employees selected to be the ~~Vessel and Terminal~~ General  
2 Forepersons will remain in that position as long as the incumbents  
3 maintain performance expectations. The Employer may revert an  
4 employee within six (6) months when the ~~An~~ employee determined  
5 to be unqualified for the position. The employee shall be informed  
6 in writing of the reasons for disqualification and shall then return to  
7 the employee's previously held position at the former rate of pay  
8 with no loss of seniority in the previously held position. Such action  
9 will not be subject to the grievance procedure.

10 D. At the end of the assignment as ~~Vessel and Terminal~~ General  
11 Forepersons, the individuals will return to the positions held  
12 immediately prior to taking the ~~Vessel and Terminal~~ General  
13 Foreperson position.

14 E. The ~~Vessel and Terminal~~ General Forepersons may, ~~at any time~~  
15 within the first six month ~~during~~ of the assignment, ~~resign-revert~~  
16 from the ~~Vessel and Terminal~~ General Forepersons positions and  
17 return to their previous assignment. After the first six months, the  
18 employee may request to revert to a vacant lead or foreperson  
19 position. If there are no vacant lead or foreperson positions, the  
20 employee would revert to a vacant journeyman position for which  
21 they meet the skills and abilities.

22 **Section 5.** The selection of an Employee to be the ~~Vessel and Terminal~~ General  
23 Foreperson or the removal of the ~~Vessel and Terminal~~ General Foreperson  
24 from the position is not subject to the grievance procedure. All other terms  
25 and conditions of the Collective Bargaining Agreement (CBA) will apply  
26 to the Vessel and Terminal General Forepersons.

27 **Section 6.** The ~~Vessel and Terminal~~ General Forepersons' vacation shall be approved  
28 by the Vessel or Terminal Maintenance Manager. The ~~Vessel and Terminal~~  
29 General Forepersons shall submit requests one month in advance.

1 **Section 7.** The provisions of Sections 2, 4.A, B, C, D, E, 5 and 6 shall also apply to the  
2 positions of Planner and Health & Safety Supervisor, as referenced in  
3 Appendix A.

4 **C. Evaluations of General Forepersons, Forepersons, Planners, and**  
5 **Safety and Health Supervisors**

6 **Section 1.** Each ~~Vessel and Terminal~~ General Foreperson and the Planner shall be  
7 evaluated by the Vessel or Terminal Maintenance Manager on an annual  
8 basis. The Safety and Health Supervisor designated by the Employer shall  
9 be evaluated by the Safety Systems Manager on an annual basis. The  
10 performance evaluation process gives the Vessel or Terminal Maintenance  
11 Manager an opportunity to discuss performance goals with the employee  
12 and assess and review their performance with regard to those goals.

13 Each Foreperson shall be evaluated by the Eagle Harbor Operations  
14 Manager or General Manager (as designated by management) on an annual  
15 basis. The performance evaluation process will provide the Eagle Harbor  
16 Operations Manager or General Manager the opportunity to discuss  
17 performance goals with the employee and assess and review the employee's  
18 performance with regard to the performance goals.

19 **Section 2.** In accordance with Section C.1 above, the Manager (as applicable), will  
20 meet with the employee at the start of the employee's review period to  
21 discuss performance expectations. The employee will receive copies of their  
22 performance expectations as well as notification of any modifications made  
23 during the review period. Employee work performance will be evaluated  
24 during probation, trial service and at least annually thereafter.

25 **Section 3.** The Manager (as applicable), will discuss the evaluation with the employee.  
26 The employee will have the opportunity to provide feedback on the  
27 evaluation.

1           The performance evaluation process will include, but not be limited to, a  
2           written performance evaluation on forms used by the Employer, the  
3           employee's signature acknowledging receipt of the forms, and any  
4           comments by the employee. A copy of the performance evaluation will be  
5           provided to the employee at the time of the review. A copy of the final  
6           performance evaluation, including any employee comments, will be  
7           provided to the employee. The performance evaluation, including the  
8           employee's comments, will be maintained in the employee's personnel file.

9     **Section 4.**   If an employee disagrees with their performance evaluation, the employee  
10           has the right to attach a rebuttal.

11    **Section 5.**   The performance evaluation is not subject to the grievance procedure in  
12           [Article 12.](#)

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For the Employer

For the Union

  /s/ 08/02/2024  

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**ARTICLE 6  
HOURS OF WORK AND RATES OF PAY**

**Section 1. Normal Work Week**

The normal work week shall be five (5) consecutive days, Monday through Friday, of not more than eight (8) hours per day, exclusive of lunch period.

**Overtime Rate**

~~All~~Overtime worked by an employee will be paid at one and one-half (1½) times (overtime rate) the employee's straight time rate of pay. Within a twenty-four (24) hour period, if an employee works over twelve (12) hours, excluding the lunch period, any time worked beyond twelve (12) hours will be paid at two (2) times (double time) the straight time rate of pay until a minimum rest period of eight (8) hours is provided. (Note: The twenty-four (24) hour period begins at the start of the employees' regular work shift.

These financial incentives and rest period are provided as an acknowledgement of the hazard of continuous work and are provided for the safety of the workers.

**One (1) Hour Minimum Overtime**

For all overtime worked, actual time will be reported, but an employee shall be guaranteed a one (1) hour minimum, except with respect to "overtime lunch periods," which is set forth in Section 6 of this Article. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments.

**Section 2. Four (4) Day/Ten (10) Hour Shifts**

Notwithstanding the foregoing, upon mutual agreement between the Employer, the Union and the affected employees, said employees may be scheduled to work four (4) consecutive ten (10) hour days at the straight

1 time rate of pay within a work week; management approval must be  
2 obtained prior to the shift change. Under such schedule, all time worked in  
3 excess of ~~ten twelve (1012)~~ hours in any ~~one (1) day~~ 24-hour period shall be  
4 at two times the straight time ~~the overtime~~ rate of pay until a minimum rest  
5 period of eight (8) hours is provided. It is further agreed this type of  
6 scheduling will be used selectively. (Note: The twenty-four (24) hour period  
7 beings at the start of the employee's regular work shift.)

### 8 Section 3. Saturday and Sunday Work

9 A. The first eight (8) hours that an employee works on Saturday, if the  
10 employee is assigned on that day, shall be paid at one and one-half (1  
11 ½) times the applicable rate and two (2) times the applicable rate after  
12 that until a minimum rest period of eight (8) hours is provided.

13 B. Any time that an employee works on Sunday shall be paid at two (2) times  
14 the applicable rate.

15 ~~A. All work performed on Saturday and Sunday shall be paid at the~~  
16 ~~overtime rate of pay.~~

### 17 Work on Scheduled Days Off

18 Employees who work on scheduled days off will be compensated at their  
19 overtime rate of pay.

### 20 Section 4. Shift Transfers

21 Employees transferred from one shift to another, unless relieved from work  
22 at least a full shift as set forth herein, before starting their new shift, shall  
23 be paid the overtime rates for the first such shift worked. Employees from  
24 transferred from one shift to another will not result in the employee earning  
25 less than 40 hours in a workweek.

26 However, if an employee working on the "first" or regular day ~~light~~ shift is  
27 required to return to work on the third shift within the same twenty-four



1 (24) hour workday period, they shall receive double time for the first such  
2 “third” shift worked. The twenty-four (24) hour workday period mentioned  
3 herein shall be the twenty-four (24) hour period commencing with the  
4 starting time of the day~~light~~ shift. No employee shall be transferred from a  
5 regular assigned shift to another shift more than once a work-week except  
6 in an extreme emergency involving a shortage of workers.

7 **Section 5. Regular and Modified Day~~light~~ Shifts**

8 A. The regular day~~light~~ shift shall begin ~~at 6:15~~no earlier than 6:00 a.m.  
9 and shall be an eight and one-half (8½) hour period less thirty (30)  
10 minutes for unpaid meal period. ~~meals on the employee’s time except~~  
11 ~~that, if the locality of the Employer’s plant and existing traffic~~  
12 ~~conditions render it desirable to start the day shift for all employees at~~  
13 ~~an earlier hour, such starting time may, by agreement between the~~  
14 ~~Employer and the Union, be made earlier, but in no event earlier than~~  
15 ~~6:00 a.m.~~ The start or end of the day~~light~~ shift may also be modified  
16 by flex time with prior approval from management. ~~When flex time is~~  
17 ~~adopted at the option of the Employee and the concurrence of~~  
18 ~~management, the regular daylight shift shall begin at 6:15 a.m. but no~~  
19 ~~later than 6:30 a.m. and be an eight and one-half (8½) hour period less~~  
20 ~~thirty (30) minutes for meals on the employee’s time.~~ Starting times  
21 and stopping times are subject to change if ferry schedules change. Pay  
22 for a full shift period shall be a sum equivalent to eight (8) times the  
23 regular hourly rate with no premium. The second and third shifts shall  
24 start on or within an hour of the ~~forty-five (45) minutes after the~~  
25 preceding shifts, unless mutual agreement between the union and  
26 management.  
27

1            B. To ensure that an adequate workforce is available at all times once flex  
2            time has been adopted, shop start time assignments will be approved  
3            by the ~~Maintenance~~ Operations General Manager or designee.

4  
5            C. On a case-by-case basis, employees may request to adjust their start or  
6            end times to accommodate workload and personal needs. Approval  
7            for such adjustments must be made in advance through the Operations  
8            Manager. Employees requesting adjustments to their schedule will  
9            receive their regular rate of pay for their adjusted schedule.

10  
11            This is to ensure that the crews are balanced and always have adequate supervision  
12            and personnel across start times, the ~~Maintenance~~ General Manager or designee has  
13            the authority to modify start times when a shop becomes unbalanced at any point.

14    **Section 6.    Overtime Lunch Periods**

15            Employees working overtime shall receive a lunch period of thirty (30)  
16            minutes on the Employer's time after every four (4) hours if the overtime  
17            hours are annexed to a regular scheduled shift. An employee required to  
18            work during their regular lunch period shall receive the overtime rate for  
19            such lunch period and shall thereafter take a lunch on the Employer's time  
20            when practicable.

21            The regular second shift shall be an eight (8) hour period less thirty (30)  
22            minutes for meals on employee's time. Pay for a full second shift period  
23            shall be a sum equivalent to eight (8) times the regular hourly rates as set  
24            forth in Appendix A plus ten percent (10%).

25            The regular third shift shall be a seven and one-half (7½) hour period less  
26            thirty (30) minutes for meals on the employee's time. Pay for a full third  
27            shift period shall be a sum equivalent to eight (8) times the regular hourly  
28            rates as set forth in Appendix A plus fifteen percent (15%).

1     **Section 7.     Callout Compensation**

2             If the Employer calls out an employee between regularly scheduled work  
3             shifts due to an emergency or unforeseen operational needs, the affected  
4             employee will be compensated as follows:

5             A.     A Foreperson or acting Foreperson will receive a minimum of four  
6             (4) hours pay at the overtime rate of pay for a callout. The minimum  
7             hours of pay is in recognition of the Foreperson's or acting  
8             Foreperson's availability to complete work assignments, including,  
9             but not limited to, receiving and making phone calls to arrange work  
10            activities during their off duty hours.

11            This payment does not apply:

- 12            1.     To any subsequent calls within the four (4) hour period  
13            (beginning when the initial call was received);
- 14            2.     When a Foreperson or acting Foreperson is scheduled to  
15            work by management in advance or when a work schedule  
16            is extended on either end of a shift; or
- 17            3.     When a Foreperson or acting Foreperson receives a callout  
18            within two (2) hours of their normal start time and only  
19            coordination over the phone is required. Instead, the  
20            Foreperson or acting Foreperson will receive the overtime  
21            rate of pay until the start of their regularly scheduled shift.

22            If circumstances require substantial Foreperson coordination that exceeds  
23            the four (4) hour minimum callout, additional time spent in support that is  
24            annexed (as provided below) to the callout will be compensated at a  
25            minimum of fifteen (15) minute increments, or actual time on the phone,  
26            whichever is greater. This provision also applies when the Foreperson or  
27            acting Foreperson is required to support additional callouts for separate

1 emergencies that may occur during the same callout timeframe. The  
2 following callout and annexation period provisions apply to a callout being  
3 taken by a Foreperson or acting Foreperson:

4 1. Monday through Friday at 2:45 p.m., a callout and  
5 annexation period shall be from the time of the callout until  
6 a period not to exceed eight (8) hours in total, or the start of  
7 the next shift, whichever is shorter. One (1) or more  
8 subsequent calls for the same incident within a callout  
9 annexation period shall not constitute additional callouts.

10 2. If a callout occurs during the weekend or on a holiday, which  
11 commences at the end of a shift Friday (2:45 p.m.), or a day  
12 preceding a holiday, the callout and annexed period shall last  
13 from the time of callout for a total length of time of eight (8)  
14 hours, or the start of the next shift, whichever is shorter. One  
15 (1) or more subsequent calls for the same incident within a  
16 callout annexation period shall not constitute additional  
17 callouts.

18 3. Any call for a new incident within an existing annexation  
19 period begins a new callout and ends that annexation period.

20 B. A Journeyperson and/or Leadperson will receive a minimum of four  
21 (4) hours pay at the overtime rate of pay for a callout. If required to  
22 work past four (4) hours, the employee will be compensated for the  
23 actual hours worked including travel. A Journeyperson and/or  
24 Leadperson will also receive a payment of three (3) hours pay at the  
25 basic salary, per occurrence, in addition to all other compensation  
26 due for hours worked.

27 This payment does not apply when a Journeyperson or Leadperson  
28 is scheduled to work by management in advance or when a work

1 schedule is extended on either end of the shift, when an employee is  
2 on unapproved leave without pay, or when an employee is on  
3 administrative leave.

4 C. A Foreperson shall dispatch available shop personnel prior to  
5 accepting the job themselves. Management approval is required for  
6 self-dispatch.

7 **Section 8. Shift Minimum Hours**

8 Employees starting their regular shift or called and starting to work after the  
9 starting time of their regular shift shall receive not less than four (4) hours  
10 pay for the first half of the shift and, if required to continue on second half  
11 of shift, they shall receive pay for a full shift. This payment does not apply  
12 during after-hour or off-shift callouts.

13 Callouts after hours, on weekends, or on holidays do not constitute a shift.

14 **Section 9. Callout but not needed**

15 Employees required to report for work for a regularly scheduled shift and  
16 not needed shall receive four (4) hours straight time pay. Employees  
17 required to report for work on a weekend and not used shall receive four (4)  
18 hours at the overtime rate.

19 **Section 10. Separated Employee Pay**

20 Employees who voluntarily quit or are discharged for cause shall be paid  
21 only for actual hours worked.

22 **Section 11. Higher Rate of Pay**

23 Any employee already receiving a higher rate of pay than the minimum set  
24 forth in Appendix A for their classification shall suffer no reduction as a

1 result of this Agreement, and nothing herein shall preclude the payment of  
2 a higher rate at the discretion of the Employer.

3 **Section 12. Post-Shift Scheduled or Callout Work Schedules**

4 A. In the situation where an employee who has completed the normal  
5 work shift and continues working is scheduled or later called back  
6 to work, other than the normal work shift, the following schedule  
7 shall apply with regard to reporting time the following day:

8

9

**6:15 a.m. Start**

**OFF CLOCK**

**NEXT REPORT**

Before ~~10~~7:15 p.m.

6:15 a.m.

Between 7:16 p.m. and  
12:15 a.m.

Employees will be provided  
eleven (11) hours  
off before reporting  
for their next shift.

~~10:16 p.m.—11:15 p.m.~~

~~8:15 a.m.~~

~~11:16 p.m.—12:15 a.m.~~

~~9:15 a.m.~~

~~12:16 a.m.—1:15 a.m.~~

~~10:15 a.m.~~

~~1:16 a.m.—2:15 a.m.~~

~~11:45 a.m.~~

After 12:15 a.m.

6:15 a.m. - Next day

10

11

~~3:30~~1:15 p.m. Start

**OFF CLOCK**

**NEXT REPORT**

Before ~~7:30~~ 2:15 a.m.

~~3:30~~ 1:15 p.m.

Between 2:16 a.m. and 7:15

Employees will be provided

p.m. ~~7:31~~ a.m. —

eleven (11) hours

~~8:30 a.m.~~

off before reporting

for their next shift.

~~5:30 p.m.~~

~~8:31 a.m. — 9:30 a.m.~~

~~6:30 p.m.~~

~~9:31 a.m. — 10:30 a.m.~~

~~7:30 p.m.~~

~~10:31 a.m. — 11:30 a.m.~~

~~9:00 p.m.~~

After ~~11:30~~ 7:15 a.m.

~~3:30~~ 1:15 p.m. - Next day

1

2

~~11:30~~ 9:00 p.m. Start

**OFF CLOCK**

**NEXT REPORT**

Before 10:00 ~~:30~~ p.m.

~~:30~~ 9:00 p.m.

Between 10:01 a.m. and

Employees will be provided

3:00 p.m.

eleven hours off

~~4:31 p.m. — 5:30 p.m.~~

before reporting for

their next shift. ~~1:30~~

~~a.m.~~

~~5:31 p.m. — 6:30 p.m.~~

~~2:30 a.m.~~

~~6:31 p.m. — 7:30 p.m.~~

~~3:30 a.m.~~

~~7:31 p.m. — 8:30 p.m.~~

~~5:00 a.m.~~

After ~~8:30~~ 3:00 p.m.

~~11:30~~ 9:00 p.m. - Next day

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2

Section 12.A does not apply to General Foreperson, Foreperson, or acting  
Foreperson activities. Reporting times will be adjusted to compensate for flex  
time.

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Reporting time changes reflected in this section are effective on the  
ratification date of the Agreement and are not retroactive.

6

7

Even though the employee is not required to report to work until the time  
specified above, the employee will be paid for a full eight (8) hours, or ten  
(10) hours if that is the employee's normal work schedule. Employees will  
need to submit the appropriate leave code in DOT.time to account for their  
workday. ~~as though they were at work.~~

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All hours worked on the callout will be paid in accordance with the  
appropriate provisions of this Agreement and the applicable provisions of the  
WSF pay manual.

13

14

15

\*After all work and travel is completed for work away from Eagle Harbor.  
Clock out time for work is at Eagle Harbor.

16

17

B. Section 12.A is not applicable to early start instances as defined  
below:

18



1

Start Table	
6:15 a.m. – 2:45 p.m. shift	Applicable Standard
From 2:15 a.m. – 4:15 a.m.  (2-4 hour early start)	Four (4) hour minimum overtime (OT) and three (3) hour straight time (ST) call back (pay code 55)  “Off Clock” does not apply
From 4:16 a.m. – 6:15 a.m.  (0-2 hour early start)	Unplanned early start:  1) OT until the employee’s scheduled regular start time, or (at the employee’s discretion),  2) Flex shift start time and end time.  “Off Clock” does not apply.  Three (3) hour ST call back is not Applicable
Work that started prior to 2:15 a.m. is covered by Section 12.A	**All unplanned early starts must be approved by an Eagle Harbor Maintenance Manager.

1 **Section 13. Jury Duty**

- 2 An employee called for jury duty shall be paid the amount of the straight time earnings lost  
3 due to such service.

**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/  08/02/2024  

|   /s/  08/02/2024  

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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## ARTICLE 7 HOLIDAYS

**Section 1.** The following days shall be paid holidays for all employees covered by this Agreement:

New Year's Day (January 1), Martin Luther King Jr. Day (third Monday in January), Presidents' Day (February 12), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Juneteenth (June 19), Independence Day (July 4), Labor Day (first Monday in September), ~~Columbus Day~~ Indigenous Peoples Day (second Monday in October), Veterans' Day (November 11), Thanksgiving Day (fourth [4th] Thursday in November), Native American Heritage Day (the Friday following the fourth [4th] Thursday in November), Christmas Day (December 25) and an additional optional holiday to be selected by the employee.

Any additional days declared holidays by the state of Washington for Washington state employees shall be granted to the employees covered under this Agreement.

**Section 2.** Any of the above holidays falling during an employee's regular work week shall be given off with pay, and, if called back to work on such days, the employee shall receive two (2) hours pay for each hour worked as a result of the call back. If a holiday falls on a Saturday, the previous Friday shall be observed as the holiday; if a holiday falls on Sunday, the following Monday shall be observed as the holiday. For employees working a four (4) day, ten (10) hour shift, if a holiday falls on a nonscheduled day, the work day closest to the holiday shall be designated as a holiday.

**Section 3.** Full-time employees will be paid at straight time rate as noted in Appendix A for hours they are scheduled to work on that day even though they do not work provided: (a) the employee has been in the employ of the Employer

1 for fifteen (15) calendar days, or in the case of the optional holiday for  
2 temporary employees, one thousand forty (1,040) cumulative hours within  
3 the contract year (July 1 - June 30); and (b) the employee has worked all of  
4 the hours required by the Employer on both the regular scheduled work day  
5 prior to and the regular scheduled work day following the applicable  
6 holiday.

7 Part-time employees who begin employment before and remain employed  
8 after the holiday will be compensated for the holiday in an amount  
9 proportionate to the time in pay status during the month to that required of  
10 full-time employment.

11 An employee will receive holiday pay without meeting the requirements of  
12 (b) above under the following conditions:

13 A. The employee's last day worked and the holiday(s) fall within the  
14 same pay period. Absence on the qualifying day or days is due to  
15 one of the following:

- 16 1. Bona fide non-industrial illness or injury covered by a  
17 doctor's certification;
- 18 2. Absence approved by the Employer; or
- 19 3. The employee has been laid off due to lack of work within  
20 ten (10) regular scheduled work days either before or after  
21 the holiday provided the employee is returning to work  
22 within ten (10) days of the holiday.

23 B. An employee absent from work because of an occupational injury  
24 or occupational illness who reports back to work when able to do so  
25 shall receive holiday pay for any holidays which occur in the first  
26 thirty (30) calendar days of such absence.

1 The optional holiday must be taken within the calendar year in  
2 which it is earned. Whenever possible, requests to use the optional  
3 holiday shall be made at least two (2) weeks in advance.

4 **Section 4.** Employees may designate their personal (optional) holiday leave as a  
5 supplemental benefit while receiving a partial wage replacement for paid  
6 family and/or medical leave under the Washington State Paid Family and  
7 Medical Leave Insurance Program, Title 50A RCW. The employer may  
8 require verification that the employee has been approved to receive benefits  
9 for paid family and/or medical leave under Title 50A RCW before  
10 approving personal holiday leave as a supplemental benefit.

**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/ 08/02/2024  
Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

  /s/ 08/02/2024  
Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

**ARTICLE 11**  
**LOCKOUTS, STRIKES AND SLOWDOWNS PROHIBITED**

**Section 1.** Pursuant to RCW 47.64.140, there shall be no strikes, work stoppages and lockouts at any time. Rather, any dispute arising between the parties will be resolved according to the provisions contained with the CBA and/or RCW 47.64. ~~the Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all Ferry services and, to this end, pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage or other interference with Ferry functions by employees covered under this Agreement, and, in the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in the prohibited activities may be discharged by the Employer.~~

~~**Section 2.** During the life of this Agreement, the Employer shall not engage in any lockout. Any action of the Employer in closing its facility during a general strike, riot, or civil commotion for protection of the facility shall not be deemed a lockout.~~

**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/ 08/02/2024  
Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/ 08/02/2024  
Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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**ARTICLE 16**  
**TRAVEL TIME AND OUT-OF-YARD WORK**

**Section 1.** When employees are required to travel to and from work locations other than Eagle Harbor during their regular shift hours, they shall receive the regular straight-time hourly rate as specified in Appendix A. The Employer shall provide a state-owned vehicle, when available. Employees may use a privately-owned vehicle if in accordance with applicable state policy.

**Section 2.** The employee may transport tools and small equipment not to exceed seventy-five (75) pounds.

**Section 3.** Employees required to travel to and from work locations other than Eagle Harbor when outside of their regular shift hours and on Saturday, Sunday, or holidays shall receive the established overtime rate as defined in [Article 6](#), Hours of Work and Rates of Pay, hereof.

**Section 4.** Employees required to ~~stay-be in travel status overnight~~ [beyond their normal shift](#) in order to complete work assignments located away from the WSF maintenance facility shall be entitled to state per diem allowance in accordance with applicable state [travel](#) policy.

**Section 5.** When an employee is required to travel from home to and from an assigned work location other than the maintenance facility during the normal work week:

- A. Employees who reside on the East side of Puget Sound will be paid for travel time and mileage either from their residence to the assigned work location, or from Pier 52, Seattle, to the assigned work location, whichever is the lesser distance.
- B. Employees who reside on the West side of Puget Sound will be paid for travel time and mileage either from their residence to the

1 assigned work location, or from Eagle Harbor to the assigned work  
2 location, whichever is the lesser distance.

3 When such travel is required on Saturday, Sunday, or a holiday,  
4 employees will be paid for actual travel time and mileage from their  
5 homes directly to the assigned work location.

**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/                08/02/2024  
Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

                                /s/                08/02/2024  
Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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**ARTICLE 17**  
**SICK LEAVE**

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**Section 1.** Full-time employees shall receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service, provided the employee has been in pay status for eighty (80) non-overtime hours in a calendar month. 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. Sick leave is accumulative.

**Section 2.** Sick leave credits may be used as soon as granted. Sick leave shall not be used except for the purposes expressed in Sections 5, 6 and 7 of this Article.

**Section 3.** Each employee's sick leave credit days are canceled automatically upon the employee's termination of service. Terminating employees do not receive sick leave credit for the month in which they terminate unless they are in pay status for at least forty (40) non-overtime hours in the month.

Accumulated sick leave credit days follow the employee if the employee is transferred to another State of Washington department.

**Section 4.** At the employee's option, annual leave may be used in lieu of sick leave, but sick leave may not be used as annual leave.

**Section 5.** Sick leave may be claimed from the accumulated days of credit for any employee for illness or injury which incapacitates the employee to the extent that they are unable to perform their work.

Sick leave may be claimed for reasons allowed under the Minimum Wage Requirements Act and Labor Standards Act, [RCW 49.46.210](#).

**Section 6.** Sick leave use for bereavement is limited to five (5) days or more, if approved by the Employer. This applies to the list approved in Article 18,

1           Section 13, as well as the list below. A relative is defined as: aunt, uncle,  
2           niece, nephew, sibling-in-law, first cousin, and corresponding relatives of  
3           the employees spouse or registered domestic partner.

4   **Section 7.**   When an employee’s place of business has been closed by order of public  
5           official for any health-related reasons, or when an employee’s child’s  
6           school or place of care has been closed for such a reason or after the  
7           declaration of an emergency by a local or state government or agency, or by  
8           the federal government. Health-related reason defined in WAC 296-128-  
9           600 (8), means a serious public health concern that could result in bodily  
10          injury or exposure to an infectious agent, biological toxin, or hazardous  
11          material. Health-related reason does not include closure for inclement  
12          weather.

13   **Section 8.**   An employee must promptly notify their supervisor on the first day of sick  
14          leave and each day after, unless there is mutual agreement to do otherwise.  
15          All claims for sick leave must be submitted using WSDOT Time and  
16          Attendance System –DOTtime, or on forms otherwise indicated by the  
17          Employer if the DOTtime system is not utilized for the employee’s assigned  
18          work unit.

19   **Section 9.**   No payment of wages chargeable to sick leave credits will be made until the  
20          claim has been properly submitted and received in the general offices,  
21          except that the claims for sick leave may be prepared for an employee by  
22          supervisory employees in the general offices when the employee is  
23          incapacitated to the extent that they cannot submit the claim themselves.

24   **Section 10.**   In accordance with RCW 49.46.210 and for claims of more than five (5)  
25          consecutive working days, the employee must secure a verifying statement  
26          from their doctor to support their claim. This statement must be presented  
27          to the Employer prior to the employee’s return to work.

1 **Section 11.** A verifying statement from the employee's doctor may be requested by the  
2 Employer, at its option, to support sick leave claims for five (5) days or less.

3 **Section 12.** No sick leave claims will be honored for time loss for which the employee  
4 is receiving State of Washington Industrial Insurance time-loss payments  
5 (Workers' Compensation).

6 **Section 13.** All accumulated sick leave may be restored when a previously separated  
7 employee is re-employed on a permanent basis within five (5) years of  
8 leaving state service ([WAC 357-31-160](#)). It also may be transferred between  
9 state departments.

10 **Section 14. Sick Leave Cash Out**

11 A. Sick Leave Annual Cash Out

12 Each January, employees are eligible to receive cash on a one (1)  
13 for four (4) hours basis for ninety-six (96) hours or less of their  
14 accrued leave, if:

- 15 1. Their sick leave balance at the end of the previous calendar  
16 year exceeds four hundred and eighty (480) hours;
- 17 2. The converted sick leave hours do not reduce their previous  
18 calendar year sick leave balance below four hundred and  
19 eighty (480) hours; and
- 20 3. They notify their payroll office by January 31st that they  
21 would like to convert their sick leave hours earned during  
22 the previous calendar year, minus any sick leave used during  
23 that previous year, to cash.

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

1                   B.       Sick Leave Cash Out For Retirement or Death:

2                                   At the time of retirement from state service or at death, an eligible  
3                                   employee or the employee’s estate will receive cash for their total  
4                                   sick leave balance on a one (1) hour for four (4) hour basis. For the  
5                                   purposes of this Section, retirement will not include “vested out of  
6                                   service” employees who leave funds on deposit with the retirement  
7                                   system.

8                   C.       If, at any time during the term of this Agreement, the Legislature of  
9                                   this state should pass any legislation which would allow any group  
10                                  of state employees to cash out or otherwise receive compensation  
11                                  for accumulated sick leave upon retirement, said legislative  
12                                  provisions shall immediately become a part of this Agreement and  
13                                  shall be fully applicable to all employees covered by this  
14                                  Agreement.

15   **Section 15.**   Employees may designate sick leave as a supplemental benefit while  
16                                  receiving a partial wage replacement for paid family and/or medical leave  
17                                  under the Washington State Paid Family and Medical leave Insurance  
18                                  Program, Title 50A RCW. The employer may require verification that the  
19                                  employee has been approved to receive benefits for paid family and/or  
20                                  medical leave under Title 50A RCW before approving sick leave as a  
21                                  supplemental benefit.



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## ARTICLE 18 LEAVES OF ABSENCE

### Section 1. Employment Status

Employees are expected to report ready to work at the beginning of their scheduled work shift, to work their scheduled hours, and to have regular work attendance.

Except as provided in this Article, the rules and procedures for scheduled and unscheduled absences and protected leave benefits such as Family Medical Leave, Family Care Act, Paid Family Medical Leave and Military Leave, shall follow the WSDOT Human Resource Desk Manual, Chapter 8, Leave.

Failure to adhere to the provisions of this chapter may be regarded as an unauthorized absence, which shall be treated as an absence without pay and subject to progressive discipline as set forth in [Article 34](#), Discipline.

### Section 2. Return from Leave

Employees who have been on an approved leave of absence shall return to work on the date specified on the leave request. An employee on leave of absence (paid or unpaid) who fails to report to work at the end of such leave, or fails to obtain a written extension before the leave expiration date and does not report to work, is absent without an approved leave and subject to the rule outlined in Section 2, unless the failure was unavoidable due to injury or illness, which must be documented in writing and certified by a physician as soon as possible in order to be considered for return to work.

### Section 3. No Accrual

An employee on a leave of absence without pay or by reason of an industrial injury/illness will continue to accrue seniority only for the purposes of

1                   layoff and recall during such leave. During such leave, vacation and sick  
2                   leave shall not be accrued.

3    **Section 4.    No Conversion**

4                   Leaves approved as compensated leaves shall remain so and shall not be

5    **Section 5.    Bereavement Leave**

6                   A.    An employee is entitled to three (3) days of paid bereavement leave  
7                   if their family member (identified below) or household member dies  
8                   or for loss of pregnancy. An employee may request less than three  
9                   (3) days of bereavement.

10                   For the purposes of this section family members include: parent,  
11                   parent-in-law, sibling, spouse, and registered domestic partner as  
12                   defined by [RCW 26.60.020](#) and [RCW 26.60.030](#), grandparent,  
13                   grandchild, child or a child for whom the employee stands in loco  
14                   parentis, is a legal guardian or is de facto parent, regardless of the  
15                   age or dependency status.

16                   Household members: Persons who reside in the same home who  
17                   have reciprocal duties to and do provide financial support for one  
18                   another. The term does not include persons sharing the same house  
19                   when the living style is primarily that of a dormitory or commune.

20                   For loss of pregnancy, a qualifying pregnancy is defined as the  
21                   pregnancy of the employee or employee's spouse or partner,  
22                   including surrogacy or adoption, where the employee or employee's  
23                   spouse or partner would have been the parent.

24                   B.    The employer may require verification of the family member's or  
25                   household member's death.

1 C. In addition to paid bereavement leave, the employer may approve  
2 an employee's request for the use of compensatory time, sick leave,  
3 vacation leave or leave without pay for the purposes of bereavement  
4 and in accordance with this agreement.

5 **Section 6. PFML Insurance Program Premiums**

6 The Employer will deduct premium amounts from the wages of each  
7 employee in accordance with [RCW 50A.10.030\(3\)\(b\)\(e\)](#).~~The employer~~  
8 will not pay any portion of the employee's share of the premium for family  
9 leave or medical leave benefits, or both.

10 **Section 7.** The employee may use sick leave, personal (optional) holiday,  
11 compensatory time, personal leave day, or vacation leave as a supplemental  
12 benefit while receiving a partial wage replacement for paid family and/or  
13 medical leave under the Washington State Paid Family and Medical Leave  
14 Insurance Program, Title 50A RCW. The employer may require verification  
15 that the employee has been approved to receive benefits for paid family  
16 and/or medical leave under Title 50A RCW before approving leave as a  
17 supplemental benefit.

18 **Section 8.** Annual leave will be in accordance with the terms of the Collective  
19 Bargaining Agreement.

20 **Section 9. Military Leave of Absence**

21 A military leave of absence will be granted as required by Federal law and  
22 regulations applying thereto. An Employee's right to return to employment,  
23 seniority, and benefits shall be governed by and limited to the protection afforded  
24 in the Uniformed Services Employment and Reemployment Rights Act (USERRA)  
25 and RCW 38.40.060. Military leave for public employees, as currently in effect or  
26 as hereafter amended.



1           A.     An Employee participating in Reserve or National Guard training is required  
2                   to give WSF notice and is encouraged to submit written notification  
3                   indicating the inclusive dates of anticipated duty accompanied by military  
4                   orders, as early as possible. For request for military leave in support of active  
5                   duty for training, military orders should accompany the request at the earliest  
6                   possible date. (Orders do not have to be in hand prior to the beginning of the  
7                   active duty tour.) All requests for military leave should be submitted to the  
8                   Operations Manager in writing.

9  
10          B.     Employees should attempt to bid for schedules that do not conflict with their  
11                   Reserve or National Guard obligations. However, if a conflict occurs the  
12                   Employee must notify their Operations Manager as soon as the conflict is  
13                   known to exist. Alterations to the Employee's bid will be made if necessary  
14                   to ensure that they can comply with the military orders.

15  
16          C.     For workdays lost, the Employee may elect to take compensatory time or  
17                   accrued vacation leave to prevent loss of pay.

18  
19                   In addition to inactive duty for training (monthly meetings) and active-duty  
20                   for training, occasionally, Reservist and Guard members are called to  
21                   extended active duty, either voluntarily or involuntarily. For extended  
22                   military leave, an employee's right to return to employment, their seniority,  
23                   service credit and benefits will be governed by and limited to the protection  
24                   afforded in the USERRA and the U.S. Department of Labor's Re-  
25                   employment Rights for Veterans. These rights are a matter of law, not  
26                   policy.

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**ARTICLE 19**  
**SAFETY, SANITATION, VENTILATION**  
**AND PHYSICAL EXAMINATION**

**Section 1.** It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures.

~~COVID-19 Vaccination. All employees are required to complete their primary series of COVID-19 vaccines (e.g., be fully vaccinated) according to the schedule recommended by the U.S. Centers for Disease Control and Prevention or be approved for a medical or religious exemption and accommodation as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation.~~

~~All required vaccinations will be provided by the Washington State Ferries. If not provided by Washington State Ferries, employees will be allowed to receive their required vaccinations on paid time.~~

**Section 2.** The Employer will exert every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage their members to work in a safe manner. To that end, a Safety Committee shall be established to be composed of a minimum of two (2) representatives designated by the Employer and two (2) representatives designated by the Union representing Journeyperson craft positions at Eagle Harbor, which Committee shall assist, make recommendations to, and cooperate with the Employer. The employees designated for this Committee shall be employees who have knowledge of the practices of the facility and who have worked for the Employer a minimum of one (1) year. The functions of such Committee shall be advisory only. This Committee should meet once a month with minutes of the meeting prepared by Management and a copy thereof furnished to the Union.

1 **Section 3.** All staging, walks, ladders, gangplanks, and safety appliances shall be  
2 constructed in a safe and proper manner by competent mechanics.

3 **Section 4.** The Employer shall provide covered transportation with sufficient seating  
4 accommodations for employees to be transported to and from jobs away  
5 from the yard or shop. No material or equipment not safely secured shall be  
6 transported in the same compartment of the truck with employees.

7 **Section 5.** The Employer shall furnish suitable guards around welders for the  
8 protection of workers' eyes.

9 **Section 6.** The Employer shall furnish hard hats and employees shall be required to  
10 wear same.

11 **Section 7** Prompt ambulance service and first-aid to injured workers shall be provided  
12 on all shifts, and all employees shall be responsible for the proper  
13 enforcement of safety rules. All first-aid personnel shall be identified, and  
14 signs indicating location of first aid stations shall be posted.

15 **Section 8.** An employee suffering an industrial injury who is advised not to resume  
16 work by a nurse, first aid attendant, or physician to whom they have been  
17 referred by the Employer shall be paid their regular straight time pay to the  
18 end of the shift on which the injury occurred. If an injured employee reports  
19 such injury immediately following its occurrence to the nurse, first-aid  
20 attendant, or physician designated and after reporting for work on the  
21 following day is advised by the nurse, first-aid attendant, or physician  
22 designated by the Employer not to continue work because of said injury,  
23 they shall be paid to the end of said shift.

24 **Section 9.** The Employer shall notify the Union not later than the end of the next  
25 regular working day of any lost-time accidents to any of its members that  
26 necessitated confinement in any hospital or clinic, providing the Employer  
27 has knowledge of such confinement.

1 **Section 10.** Suitable lockers, washrooms and drinking water shall be furnished by the  
2 Employer.

3 **Section 11.** All toilets and washrooms shall be kept in a clean and sanitary condition,  
4 properly heated and ventilated, and adequate quarters with heat and hot  
5 water shall be provided for persons to change and dry their clothes. Lunch  
6 areas with benches and tables shall be provided and shall be separate from  
7 toilet facilities.

8 **Section 12.** Where workers are assigned to work in confined spaces as described in the  
9 U.S. Bureau of Labor Safety and Health Regulations for ship repairing  
10 and/or ship building as published by the Bureau of Labor Standards,  
11 frequent checks for the employee's safety shall be made.

12 **Section 13.** There shall be no doctor's physical examination nor age limit, except as  
13 required by law. Unless required by law, no employee shall be compelled  
14 to pay hospital or insurance fees in the course of employment or as a  
15 condition to secure employment.

16 **Section 14.** The Employer agrees to reimburse employees up to two hundred dollars  
17 (\$200.00) maximum per calendar year for industrial work clothing. The  
18 wrong selection of size, style, and/or color will not be subject to or reason  
19 for additional reimbursement. Employees will provide legible proof of a  
20 purchase receipt(s) from the vendor to the Employer in order to be  
21 reimbursed. As an alternative, employees may order two (2) pair of  
22 coveralls per calendar year from the Washington State Correctional  
23 Industries organization.

24 **Section 15.** All current and new employees shall be annually fit tested for a respirator  
25 mask in accordance with required governmental regulations which require  
26 employees be clean shaven in the sealing surface area of the face in order  
27 to get a proper fit of the respirator mask. Prior to being fit tested, all  
28 employees are required to complete a medical questionnaire from a

1 Professional Licensed Health Care Provider (PLHCP) designated by  
2 management. An employee must complete all questions as applicable in the  
3 questionnaire each time they submit a medical questionnaire. The  
4 information on the questionnaire is confidential and subject to all  
5 protections provided by state and federal laws. Management will attempt to  
6 arrange for the governmental required annual fit test to occur between June  
7 through July of each year. After the fit test, current employees may re-grow  
8 a beard or other facial hair on the condition that if an employee is required  
9 by the employer to work in an environment which requires a respirator mask  
10 the employee shall shave to obtain the proper fit for the respirator mask.  
11 Management will attempt to advise employees twenty-four (24) hours in  
12 advance of the need for donning the respirator mask.

13 **Section 16** During the term of this Agreement, the Employer agrees to reimburse  
14 employees up to ~~eighty-five~~two hundred dollars (\$~~85~~200.00) for the  
15 purchase of soft-toed safety shoes or, at the employee's option, up to two  
16 hundred dollars (\$200.00) for the purchase of safety-toe footwear with  
17 either a steel or composite safety-toe and in accordance with applicable  
18 WSDOT and/or WSF policy. The Employer recommends wearing safety-  
19 toe footwear for employees when they are working.

### 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/ 08/02/2024

/s/ 08/02/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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**ARTICLE 20**  
**UNION REPRESENTATIVES - MEETINGS AND RELATED MATTERS**

**A. Union Representatives**

**Section 1.** Upon prior notification, authorized representatives of the Union shall be allowed to go on the Employer’s property and on board vessels covered by this Agreement at reasonable times while at the dock, provided that such visitation will not unduly disrupt the normal work flow of the employees. The Employer will issue the duly accredited representative a pass for such visits, and the Union agrees that the Employer is absolved from all claims resulting from any accident involving such representative while on the property or on board vessels of the Employer.

**B. Meetings and Related Matters**

**Section 1.** The Parties agree to have meetings quarterly between Eagle Harbor management representatives and representatives of the Union, including stewards from the Eagle Harbor facility. It shall be the responsibility of the parties to determine the schedule and agenda for such quarterly meetings.

**Section 2.** The parties agree, in the interest of promoting resolution of grievances and addressing representational issues at the Eagle Harbor facility, to have monthly meetings not to exceed one (1) hour of the union stewards. It is understood and agreed by the parties that the monthly meetings are not intended to conduct internal Union business. Stewards will be in a straight-time pay status for purposes of attending the monthly meetings.

**Section 3.** The parties agree that Union stewards required by or otherwise directed by the Employer to attend meetings or discussions on matters under the terms of this Agreement shall be entitled to travel time to the WSF Headquarters, Pier 52, or other locations in accordance with applicable travel regulations.

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The Union will provide the Employer with a written designation of the steward liaison and shop steward when changes are made or upon request of the employer.

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**Section 4.**

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A bargaining unit employee may be granted a leave of absence for the purpose of accepting full-time employment as an official of the Union or for the purpose of accepting full-time employment with the Employer in a position outside of the bargaining unit. Anyone taking a leave of absence under this section shall retain their seniority at the time the leave without pay is effective. Additionally, the employee will receive in writing the length of the approved leave of absence and their return rights to ~~and shall have the right to return to~~ the same or comparable open position in the bargaining unit at the same or comparable wage rate. It is the obligation of the employee to notify the Employer and the Union of any change in leave status in a timely and responsible manner, including the employee's intent to exercise return rights to the bargaining unit. The Employee must notify the Employer fourteen (14) days prior to the end of the approved leave of absence to notify the employer of their return or to request an extension to their leave of absence.

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**Section 5.**

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In order that WSF employees serving as delegates to the collective bargaining negotiating committee for each biennium not suffer any loss of time used in calculating pension benefits, these employees may code their timesheets as annual leave when negotiating with the Employer, and the Employer will reimburse their annual leave account for those hours used (a maximum of eight [8] hours) per day per contract negotiations meeting.



## 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/ 08/02/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/ 08/02/2024

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

1 **ARTICLE ~~X~~30**

2 **HEALTH CARE BENEFITS AMOUNTS**

3 ~~X~~30.1 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~~E. Article X.1 (B) and (C) will expire June 30, 2027~~5~~.

21 ~~X~~30.2 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~~30.3 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~~30.4 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~~30.5 ~~Medical~~ Flexible Spending Arrangement

25 A. During January 20264 and again in January 20275, 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



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**ARTICLE 35**

2

**EFFECTIVE DATE AND DURATION OF AGREEMENT**

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Except where otherwise provided, this Agreement shall be effective on July 1, ~~2023~~[2025](#),

4

and shall continue in effect until June 30, ~~2025~~[2027](#), and shall be considered as renewed

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from year to year thereafter between the parties, unless either party shall give written notice

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to the other of its desire to amend or to terminate the same. Such notice is to be given at

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least sixty (60) days prior to June 30, ~~2025~~[2027](#), or sixty (60) days prior to June 30 of any

8

subsequent calendar year.

**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/](#) 08/02/2024

   [/s/](#) 08/02/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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**APPENDIX A**  
**STRAIGHT TIME HOURLY WAGE RATES**

Effective July 1, ~~2023~~2025, the wage rates for each classification represented by the Union shall include a ~~five~~ four percent (~~5~~4.0%) increase. The wage rates shall be as follows and will remain in effect through June 30, ~~2024~~2026.

Effective July 1, 2025, a targeted market adjustment of two and one half (2.5%) percent will be added to the journeyperson.

<u>Position</u>	<u>Effective 7-1-2025</u>
Journeyperson (all crafts)	<del>\$40.16</del> <u>\$35.88</u>
Leadperson (5% over Journeyperson)	<del>\$42.17</del> <u>\$37.67</u>
Foreperson (10% over Journeyperson)	<del>\$44.18</del> <u>\$39.47</u>
Health & Safety Supervisor (10% over Journeyperson)	<del>\$44.18</del> <u>\$39.47</u>
Planner (10% over Journeyperson)	<del>\$44.18</del> <u>\$39.47</u>
Vessel General Foreperson (12% over Journeyperson)	<del>\$44.98</del> <u>\$40.18</u>
Terminal General Foreperson (12% over Journeyperson)	<del>\$44.98</del> <u>\$40.18</u>
Helper – starting rate: 65% of Journeyperson rate	<del>\$26.10</del> <u>\$23.32</u>

Effective July 1, ~~2024~~2026, the wage rates for each classification represented by the Union shall include a ~~five~~ four percent (~~5~~4.0%) increase. The wage rates shall be as follows and will remain in effect through June 30, ~~2025~~2027.

<u>Position</u>	<u>Effective 7-1-2026</u>
Journeyperson (all crafts)	<del>\$41.77</del> <u>\$37.67</u>
Leadperson (5% over Journeyperson)	<del>\$43.86</del> <u>\$39.55</u>

1	Foreperson (10% over Journeyperson)	<del>\$45.95</del> <u>41.44</u>
2	Health & Safety Supervisor (10% over Journeyperson)	<del>\$45.95</del> <u>41.44</u>
3	Planner (10% over Journeyperson)	<del>\$45.95</del> <u>41.44</u>
4	Vessel General Foreperson (12% over Journeyperson)	<del>\$46.78</del> <u>42.19</u>
5	Terminal General Foreperson (12% over Journeyperson)	<del>\$46.78</del> <u>42.19</u>
6	Helper – starting rate: 65% of Journeyperson rate	<del>\$27.15</del> <u>24.49</u>

7 It is the intent of the parties' signatory hereto to utilize Helpers for unskilled/semi-  
8 skilled work. Along this line, a committee shall be formed to define the Helper's  
9 intended functions, which shall include assisting Journeyperson, and to review any  
10 abuse of Helper functions. Such committee will be comprised of two (2)  
11 management representatives and two (2) representatives from the Unions  
12 representing employees at the Eagle Harbor facility. Helpers will not be hired to  
13 perform Journeyperson/Apprentice work.

14 There may be a ratio of one (1) Helper to every five (5) Journeyperson. No Helper  
15 shall be upgraded to Journeyperson without the mutual consent of management and  
16 the Union.

17 Helpers shall be subject to layoff before Journeypersons and Apprentices who are  
18 actively employed by the Employer in permanent or temporary positions.

19 Shipyard Competent persons shall receive a ten percent (10%) per hour premium  
20 while performing such duties.

21 All "hours" referred to herein means hours of work with the Employer in the  
22 classification indicated.

23 Penny Rounding Differences: The Union and the Employer recognize that the  
24 statewide payroll system (HRMS) rounds payroll calculations to five (5) decimal  
25 places. Therefore, manual calculations using rates in the Collective Bargaining



1 Agreement may result in penny rounding differences. The parties accept these  
2 differences and do not require further payroll adjustments that would cause the  
3 PNWRCC 2021-23 A-2 employee to pay back penny rounding differences or for  
4 the Employer to add penny rounding differences to an employee's pay.

5

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

For the Employer

For the Union

  /s/          09/30/2024    
Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

  /s/          09/30/2024    
Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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1                                   **MEMORANDUM OF UNDERSTANDING**  
2   **BETWEEN**  
3                                   **THE STATE OF WASHINGTON**  
4   **AND**  
5                                   **PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**  
6                                   **COVID-19 One-Time Booster Incentive Lump Sum**

7                   ~~One-Time Lump Sum Payment for Providing Proof of up-to-date COVID-19~~  
8                   ~~Vaccination~~

9                   ~~Employees who provide proof of up-to-date COVID-19 vaccination, to include~~  
10                  ~~boosters, will receive a one-time lump sum payment.~~

11                  ~~A. Effective July 1, 2023, bargaining unit employees will be eligible to receive~~  
12                  ~~a one-time lump sum payment if they meet the following conditions:~~

13                  ~~Employees who choose to voluntarily provide their employer with proof of~~  
14                  ~~up-to-date COVID-19 vaccination, to include any boosters recommended~~  
15                  ~~by the U.S. Centers for Disease Control (CDC) based on their age at the~~  
16                  ~~time proof is provided to the employer, between January 1, 2023, and~~  
17                  ~~December 31, 2023, shall receive a one thousand dollar (\$1,000.00) one-~~  
18                  ~~time lump sum payment to be paid no earlier than July 25, 2023.~~

19                  ~~B. The lump sum payment will be reflected in the employee's paycheck subject~~  
20                  ~~to all required state and federal withholdings and be provided as soon as~~  
21                  ~~practicable based upon their agency's Human Resources and/or payroll~~  
22                  ~~processes.~~

23                  ~~1. Bargaining unit employees will only receive one lump sum payment~~  
24                  ~~regardless, if they occupy more than one position within State~~  
25                  ~~government or higher education. Eligibility for the lump sum~~  
26                  ~~payment will be:~~

27                  ~~a. Based upon the position in which work was performed on~~  
28                  ~~the date the up-to-date status is verified; or~~

1 ~~b. If no work was performed on the date the up-to-date status~~  
2 ~~is verified, then based on the position from which the~~  
3 ~~employee receives the majority of compensation.~~

4 ~~2. Employees will receive the lump sum payment only once during~~  
5 ~~their employment with the State, regardless of whether they hold~~  
6 ~~multiple positions or are employed by multiple agencies between~~  
7 ~~January 1, 2023, and December 31, 2023.~~

8 ~~**This MOU shall expire December 31, 2023.**~~

**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/ 08/02/2024

/s/ 08/02/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

**Data Sharing Agreement**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Pacific Northwest Regional Council of Carpenters (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Union which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the Data Sharing Agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the ~~Office of the Chief Information Officer~~ [Washington Technology Solutions](#) outlines in policy #~~141.10~~[SEC-08-01](#) that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary deductions reporting as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in [RCW 42.56.590](#) and [RCW 19.255.010](#).
- b. Information about public employees as defined in [RCW 42.56.250](#).

1 c. Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#)

2 (9).

3 d. Information about the infrastructure and security of computer and

4 telecommunication networks as defined in [RCW 42.56.420](#).

5 Category 4 – Confidential Information Requiring Special Handling Confidential

6 Information requiring special handling is information that is specifically protected from

7 disclosure by law and for which: a. Especially strict handling requirements are dictated,

8 such as by statutes, regulations, or agreements.

9 b. Serious consequences could arise from unauthorized disclosure, such as

10 threats to health and safety, or legal sanctions.

11 **In recognition of the above, the parties agree to the following:**

12 The Employer and the Pacific Northwest Regional Council of Carpenters strive to ensure

13 that any sharing of personal or confidential information is supported by a written DSA,

14 which will address the following:

15 (1) The data that will be shared.

16 (2) The specific authority for sharing the data.

17 (3) The classification of the data shared.

18 (4) Access methods for the shared data.

19 (5) Authorized users and operations permitted.

20 (6) Protection of the data in transport and at rest.

21 (7) Storage and disposal of data no longer required.

22 (8) Backup requirements for the data if applicable.

23 (9) Other applicable data handling requirements.

24 **The provisions contained in this MOU become effective on July 1, 2025. This MOU**

25 **shall expire June 30, 2027.**

26

## 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/ 09/30/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/ 09/30/2024

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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**BARGAINED AT PEBB TABLE**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
PEBB COALITION OF UNIONS**

**Medical Flexible Spending Arrangement Work Group**

~~Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.~~

~~The parties agree to use the already scheduled quarterly series of meetings between Health Care Authority (HCA), Office of Financial Management (OFM) and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:~~

- ~~1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.~~
- ~~2. Exploring the option of sharing a list of all eligible employees who did not use the two hundred fifty dollar (\$250) benefit for the previous calendar year.~~
- ~~3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.~~
- ~~4. Reviewing existing communications provided to new employees about the FSA benefit.~~

1

2 ~~5. — Assisting the Coalition of Unions with providing information to their members~~  
3 ~~about the FSA benefit.~~

4 ~~6. — Ensuring that any information shared protects employees' personally identifiable~~  
5 ~~information and protected health information.~~

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

8 **This MOU will expire on June 30, 2025.**

9

### 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/   08/02/2024

  /s/   08/02/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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1 **MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE STATE OF WASHINGTON**

4 **AND**

5 **PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

6 **LEAVE WITH PAY IN RESPONSE TO EMERGENCY PROCLAMATION 23-05**

7 ~~On August 19, 2023, Governor Jay Inslee issued emergency Proclamation 23-05 declaring~~  
8 ~~a state of emergency exists in all areas of the state of Washington. All state agencies have~~  
9 ~~been directed to utilize state resources to assist affected political subdivisions in an effort~~  
10 ~~to respond to and recover from the event. Because the threat to life and property from~~  
11 ~~existing wildfires is extraordinary and significant and has caused harm to state employees~~  
12 ~~as well as extensive damage to homes, public facilities, businesses, public utilities, and~~  
13 ~~infrastructure, all impacting the life and health of state employees throughout Washington~~  
14 ~~State, the parties enter into this agreement for the purpose of assisting state employees that~~  
15 ~~have been directly impacted by this emergency.~~

16 ~~Beginning August 19, 2023, forward the following shall apply:~~

17 ~~The employer may temporarily grant up to three (3) days of leave with pay per occurrence~~  
18 ~~to employees who are experiencing extraordinary or severe impacts, such as displacement~~  
19 ~~from their homes temporarily or permanently through evacuation or significant damage or~~  
20 ~~loss. Employers may require verification of the use of leave with pay.~~

21 ~~If three (3) days of leave with pay are approved an employee is not required to use the three~~  
22 ~~(3) days of leave with pay consecutively and it does not need to be taken in full day~~  
23 ~~increments.~~

24 ~~This MOU will expire when the emergency Proclamation 23-05 has been rescinded or~~  
25 ~~when the emergency rule is rescinded, whichever is first.~~

26 ~~Dated August 31, 2023.~~

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

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

  /s/   08/02/2024

  /s/   08/02/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES  
DIVISION  
AND  
THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

**Eagle Harbor Second Shift Staffing and Schedules**

The Washington State Ferries, Eagle Harbor Maintenance Facility has implemented a second shift to ensure maintenance work on vessels is completed timely and to ensure consistency with operational demands. The second shift work schedules and shift transfer process will continue as follows:

A. Working Hours

The working hours for the second shift shall be the following:

1. Monday through Thursday
2. 1:15 pm – 11:15 pm (4x10-hour days)
  - First break from 3:30 pm to 3:45 pm
  - Lunch period from 6:00 pm to 6:30 pm
  - Second break from 9:15 pm to 9:30 pm

B. Shift Transfers

Transfer request will be processed in the following manner:

1. Each Foreperson shall maintain two (2) lists of transfer requests. One list will be in seniority order of AM to PM requests and one list will be in seniority order of PM to AM requests.

2. Once an employee has worked on a shift a minimum of six (6) months, an employee will have the opportunity to exercise a “seniority bump” if someone with less seniority is on the opposite shift in which they are requesting to transfer.
3. “Seniority bumps” will only occur on the second Monday of the month following the employee’s eligibility and approved transfer.
4. Any transfer request outside of this process will be evaluated on a case-by-case basis for approval of management.

The Employer will notify the Union should there be a need to modify or adjust the information contained within this MOU.

This MOU will expire on June 30, 2027.

### **Tentative Agreement Reached**

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For the Employer

For the Union

/s/ 08/02/2024  
Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/ 08/02/2024  
Jesse Scott-Kandoll  
Contract Administrator  
Western States Regional Council of  
Carpenters

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, FERRIES**  
**DIVISION**  
**AND**  
**WESTERN STATES REGIONAL COUNCIL OF CARPENTERS**

**Compensatory Time**

In response to a request from the union proposing the inclusion of compensatory time for employees covered under this agreement, Washington State Ferries has agreed to assess the feasibility of allowing compensatory time in lieu of the payment of overtime.

The General Manager for Eagle Harbor or their designee will convene a workgroup with Human Resources and Payroll to discuss the allowance of compensatory time in lieu of paying overtime, the parameters for implementing compensatory time, and the impacts such provision may have related to staff attendance, workload production, budget, timekeeping/administration, and other business operations. To further determine the impacts of allowing compensatory time for employees, WSF leadership may establish a pilot program to gather data related to the impacts. A pilot for compensatory time would begin no sooner than July 1, 2025, and have a maximum accrual limit of 80 hours.

Management will provide the union with updates on this matter.

**This MOU will expire on June 30, 2027.**

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

For the Employer

For the Union

   /s/ 10/14/2024

Brenda Moen, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

   /s/ 10/14/2024

Jesse Scott-Kandoll,  
Contract Administrator  
Western States Regional Council of  
Carpenters

1                                   **MEMORANDUM OF UNDERSTANDING**  
2                                   **BETWEEN**  
3                                   **THE STATE OF WASHINGTON**  
4                                   **AND**  
5                                   **PEBB COALITION OF UNIONS**

6                                   **Medical Flexible Spending Arrangement Work Group**

7       Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the  
8       State of Washington, the parties have agreed to a benefit involving a Medical Flexible  
9       Spending Arrangement (FSA). Due to unknown reasons, a majority of eligible employees  
10      did not use some or all of this benefit.

11     The parties agree to use the already scheduled quarterly series of meetings between Health  
12     Care Authority (HCA), Office of Financial Management (OFM) and Union staff  
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19           HCA/PEBB branding.
- 20     2.     Exploring the option of sharing a list of all eligible employees who did not use the  
21           three ~~two~~ hundred ~~fifty~~ dollar (~~\$250~~ 300) benefit for the previous calendar year.
- 22     3.     Creating a timely and targeted communication for those employees who have not  
23           yet accessed their FSA benefit.
- 24     4.     Reviewing existing communications provided to new employees about the FSA  
25           benefit.
- 26     5.     Assisting the Coalition of Unions with providing information to their members  
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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

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For the Employer                      Date                      For the Healthcare Coalition                      Date

/s/ 8/21/2024

Janetta Sheehan, Sr. Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/ 8/22/2024

Kurt Spiegel, Executive Director  
WFSE

/s/ 8/22/2024

Jane Hopkins, President  
SEIU 1199NW

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~~For the Employer:~~

~~For the Healthcare Coalition:~~

~~/s/ 09/14/2022~~

~~Ann Green, OFM  
Lead Negotiator                      Date~~

~~/s/~~

~~Jane Hopkins, President                      Date  
SEIU 1199NW~~

~~/s/~~

~~Karen Estevenin, Executive Director                      Date  
PROTEC17~~