

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.

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# COLLECTIVE BARGAINING AGREEMENT

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**THE STATE OF WASHINGTON**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL No. 6**

**EFFECTIVE**

**JULY 1, 2023<sup>5</sup> THROUGH JUNE 30, 2025<sup>7</sup>**



**2023<sup>5</sup>-  
2025<sup>7</sup>**

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**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 6**  
**202~~3~~-202~~7~~**

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\*PLACEHOLDER

## PREAMBLE

This Agreement is between the State of Washington (hereinafter referred to as the Employer), and Service Employees International Union, Local No. 6 (hereinafter referred to as the Union), for the purpose of setting forth a mutual understanding of the parties as to conditions of employment for those employees employed at the Washington State Department of Transportation Ferries Division (WSF) for whom the Employer recognizes the Union as the collective bargaining representative.

The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all Washingtonians. The ever-increasing diversity of our population and workforce defines who we are as a people and drives the public's expectations of us as public servants. An important goal is to build work environments that are respectful, supportive and inclusive to everyone. Promoting diversity, equity and inclusion furthers an environment of honesty, which can only occur when individuals feel safe to speak openly and with confidence that co-workers and leadership will accept diverse contributions, opinions, and ideas.

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## ARTICLE 1 UNION SOLE BARGAINING AGENT

- 1.1** The Employer agrees to recognize the Union as the sole bargaining agency for the employment of persons employed by the WSF at the Pier 52, Seattle, Washington, within the classifications hereinafter mentioned and to deal with the representatives of the Union with respect to wages, hours, and working conditions, adjustment of grievances arising under this contract, and all other pertinent matters.
- 1.2** Janitorial work shall consist of all cleaning, including waxing, wet mopping, washing floors, Venetian blinds, light fixtures, spot washing walls and ceilings, removal of graffiti and spot painting as required and other work which necessitates the use of ladders and equipment and other janitorial-related functions.

## ARTICLE 2 EMPLOYMENT AGREEMENT

- 2.1** The Employer shall, when provided with written authorization from the Union, deduct from salary payments the uniform membership dues or fees, and transmit all dues and fees to the Union. An employee may cancel the payroll deduction of dues by written notice to the Union. Every effort will be made to make the cancellation effective on the first payroll and not later than the second payroll after the Employer's receipt of the notice from the Union.
- 2.2** The Union and employees agree to indemnify, defend and hold the Employer harmless from any claims, demands, suits or other forms of liability that shall arise against the Employer on account of any check-off of dues or fees for the Union. The Union agrees to refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 2.3** The Employer agrees to notify the Union when permanent or non-permanent vacancies occur within the bargaining unit prior to filling to give the Union an opportunity to notify potential employees of the opportunity to apply for membership. The Employer shall report the names of new permanent or non-permanent employees covered by this Agreement and those who have been terminated at the time of hire or termination.
- 2.4** **Access to New Employees**  
Within ninety (90) days of a new employee's start date the Employer will provide the Union access to the employee's regular worksite for no less than thirty (30) minutes during the employee's regular work hours to present information about the Union and the collective bargaining agreement. This presentation may occur during a new employee orientation provided by the Employer or at another time and location mutually agreed to by the Employer and the Union. No employee will be required to attend the meetings or presentations given by the Union.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- 3.1** Any and all rights concerned with the management, operation and maintenance of WSF properties and vessels and direction of its workforce are exclusively that of the Employer unless otherwise expressly provided by the terms of this Agreement.

### **ARTICLE 4**

#### **TERMINATION OF EMPLOYMENT**

- 4.1** The Employer agrees to give each employee who has been on the payroll not less than thirty (30) days, except temporary or relief employees, at least one (1) weeks' notice of intended layoff, and each employee shall give the Employer at least one (1) weeks' notice of intention to quit, but failure of the employee to give such notice shall not constitute a breach of contract by the Union. The Employer has the right to terminate employees for just cause.

### **ARTICLE 5**

#### **ACCESS TO BUILDING BY BUSINESS AGENT**

- 5.1** The Business Agent for the Union may have access to the building covered by this Agreement to discharge duties as representative of the Union provided the Dock Superintendent or some person in authority is notified in advance, and, provided further, the employees are not disturbed in the performance of duties. The Union agrees that the Employer is absolved from all claims resulting from any accident involving such representative while on the property of the Employer.

### **ARTICLE 6**

#### **JOB STEWARD**

- 6.1** Employer agrees that the Union will be permitted to appoint one (1) job steward for each shift. Complaints received by the job steward shall be communicated to the Business Agent of the Union, who, in turn, shall take them up with the Employer or the Employer's representative. The duties of the job steward shall in no way interfere with the regular work assigned to that individual by the Employer.

### **ARTICLE 7**

#### **LABOR-MANAGEMENT COMMITTEE**

- 7.1 Purpose**  
The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a joint Labor-Management Committee (LMC), for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

**7.2** The Labor-Management Committee (LMC) shall consist of no more than two (2) members appointed by each party. Additionally, there may be one (1) alternate designated by and on behalf of each party. Time spent attending the LMC meetings shall be paid by the Employer as time worked. If the location of the meeting is not Colman Dock, reasonable travel time to attend the meeting shall be paid as time worked. Alternate members may attend meetings but may not act as a committee member and shall not be paid to attend committee meetings, except when replacing a standing member.

**7.3** The Committee shall meet at reasonable times and places as mutually agreed, but shall make every effort to meet no less than once every six (6) months. Meetings will be held in state facilities or in other mutually agreed upon facilities which may be available at no cost to the parties.

By mutual agreement, the Committee may invite other individuals (e.g. subject matter experts) to attend and participate in Committee meetings. Each party may authorize no more than two (2) observers for any Committee meeting, provided that such observers are subject to compliance with all terms of this Article. The Committee may also agree to exclude observers at any time. Meetings will be co-chaired alternately by a WSF designee and a Union representative who shall be designated by the Union. Each party will take their own notes of the meetings. No electronic recording devices will be used.

**7.4** Unless waived by mutual agreement, agenda items are to be submitted to Management at least three (3) calendar days before the next scheduled meeting. Management will compile a complete agenda to be prepared and available to all committee members at least one (1) work day prior to each meeting. The agenda will include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Committee recommendations on any subject may be adopted by affirmative vote, upon the motion of any Committee member. Motions to adopt recommendations must include the verbatim text of the recommendation being voted.

**7.5** It is recognized that none of the recommendations resulting from committee meetings, regardless of subject, are binding. No specific grievances shall be discussed and no bargaining shall take place. However, topics that could lead to grievances, or which have been the subject of past grievances, may be discussed. The Committee shall have no power to contravene any provisions of the CBA, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the CBA. The Committee shall forward written recommendations on modifications to the CBA to the paid Union staff representative, the OFM State Human Resources Labor Relations Section (LRS) at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov), and the WSF Labor Relations Manager.

## ARTICLE 8 CONTRACT WORK

**8.1** Whenever any part of the work covered by this Agreement is performed under contract, such contract shall provide that the work will be done by employees covered by a Union Agreement.

## **ARTICLE 9 UNIFORMS**

**9.1** Uniforms or special style of clothing, if required by the Employer, shall be furnished and kept in repair by the Employer. In January of each year, employees shall receive one-hundred (\$100.00) dollars, less applicable taxes and withholdings, for self-laundry care. Overalls or aprons shall be furnished and maintained by the Employer.

A. White shirts will be provided for summer season wear only.

**9.2** The Employer agrees to maintain adequate and clean facilities for the care of clothing of employees.

## **ARTICLE 10 WORKPLACE SAFETY**

**10.1** The Employer and the Union will cooperate to promote employee safety and accident prevention.

The Employer will strive to maintain safe, sanitary and healthful conditions and will provide basic first aid supplies for employees in case of accident or illness.

The Employer will take steps to protect employees from harm, including assault and battery, in the workplace. These steps may include but are not limited to creating policies and procedures, and providing training to employees.

If an employee believes that they are in immediate danger of personal harm, they are encouraged to immediately contact the Employer and/or law enforcement with their concern.

**10.3** All special and protective equipment, such as masks and gloves shall be furnished by the Employer. Slip on rubbers for shoes shall be provided in small, medium and large sizes for use by employees when required to perform duties outside the terminal building.

The Employer will provide paid training at least once per calendar year dealing with blood, feces, needles, and other health and safety issues.

**10.4** All employees must report to work in a fit condition, unaffected by alcohol, drugs, and/or authorized or unauthorized prescription drugs. The use or possession of alcohol, controlled drugs, or unauthorized prescription drugs during working hours or while in paid standby status or at work locations is prohibited in accordance with WSF's Drug and Alcohol-Free Workplace Policy.

## **ARTICLE 11 HOLIDAYS**

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



New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
<u>Indigenous Peoples' Day</u> <del>Columbus</del> <del>Day</del>	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	<del>the</del> The Friday following the fourth Thursday in November
Christmas Day	December 25

Any other holiday granted by the State Legislature shall be recognized holidays.

- 11.2** Every employee who has been on the payroll thirty (30) days or more and who does not work on such a legal holiday shall be paid at the regular rate of pay they are scheduled to work provided that the employee shall have worked the day before and the day after such holiday if scheduled to work on such days, unless absent on paid leave.
- 11.3** If any of the foregoing holidays fall on Saturday, any employee not scheduled to work on that holiday shall be paid at the regular rate of pay providing the employee shall have complied with the provisions of Section 11.2, above. If such holiday falls on a Sunday and the Monday following is observed as such holiday in lieu thereof, then such Monday shall be a legal holiday under this contract. Every employee who works a shift starting on such legal holiday shall be paid for the hours worked on such shift at the rate applicable for a regular workday in addition to the above holiday pay. If a holiday falls within a vacation period, no vacation pay shall be charged for the holiday and the holiday shall be paid for.
- 11.4** At the sole discretion of the Employer, the Employer may approve requests for an employee to receive a "comp" day off rather in lieu of receiving holiday pay. All "comp" days earned during the duration of this Agreement must be used by June 30th of each biennium. "Comp" days not used by June 30th of each biennium will be cashed out. "Comp" days off must be used prior to using vacation leave.

## ARTICLE 12 VACATIONS

- 12.1** Each employee with minimum of six (6) months continuous employment shall receive the following vacation credits:

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will be credited on the following basis:

<b>Completed Employment</b>	<b>Vacation Credit</b>
6 months.....	48 hours
7 months.....	56 hours
8 months.....	64 hours
9 months.....	72 hours
10 months.....	80 hours
11 months.....	88 hours
12 months.....	96 hours
2 years.....	112 hours
3 years.....	120 hours
4 years.....	136 hours
5 years.....	160 hours
15 years.....	168 hours
16 years and over.....	176 hours
20 years.....	192 hours
25 years.....	200 hours

- 12.2 Vacation leave accrual for part time employees shall be proportionate to the number of hours the part time employee is in pay status during the month to that required for full time employment.
- 12.3 Vacation leave shall be taken at time convenient to the Employer and the employee.
- 12.4 Vacation leave is accumulative to a total of two hundred ~~forty-eighty~~ (240/280) hours, after which time, if not taken; it shall lapse month by month, provided that accrued vacation shall not lapse to the extent that it results from the Employer's inability to allow vacation time.
- 12.5 Each employee's anniversary date shall be twelve (12) months after entering the service of the Employer.
- 12.6 Vacation leave is not available to the employee until six (6) continuous months of employment have been served.
- 12.7 A re-employed or reinstated employee also must have six (6) months of continuous employment before being entitled to use vacation leave.
- 12.8 Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) months.
- 12.9 All accumulated annual leave is cashed out when an employee leaves the Employer's employment for any reason, after six (6) months or more of continuous service, provided adequate notice has been given.
- 12.10 In the event of an employee's death, all accumulated annual leave shall be paid to the employee's beneficiary or estate in accordance with State policy.

## ARTICLE 13 GRIEVANCE PROCEDURE

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

### **13.2 Terms and Requirements**

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Article includes the term “grievants.”

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested;
5. The name of the grievant; and
6. The name and signature of the Union representative.

F. Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

- G. Resolution  
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- H. Withdrawal  
A grievance may be withdrawn at any time.
- I. Resubmission  
If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
- J. Consolidation  
The Employer may consolidate grievances arising out of the same set of facts.
- K. Bypass  
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- L. Discipline  
The Employer shall not discharge or otherwise discipline any employee without just cause. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions to a position in a lower classification, and terminations. Any of these disciplinary actions may serve as the first step in discipline depending on the egregiousness of the violation(s) as determined by management.  
  
Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- M. Alternative Resolution Methods  
Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

### 13.3 Filing and Processing

- A. Filing  
A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.
- B. Processing  
**Step 1 – Terminal Manager**  
If the issue is not resolved informally, the Union may present a written grievance to the Terminal Manager or designee with a copy to the WSF Labor Relations Office within the thirty (30) day period described above. The Terminal Manager or

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

**Step 2 – Regional Operations Manager**

If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Regional Operations Manager or designee, with a copy to the WSF Labor Relations Office, within fifteen (15) days of the Union’s receipt of the Step 1 decision. The Regional Operations Manager or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

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

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the OFM State Human Resources Labor Relations (LRS) at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) with a copy to the agency’s Human Resource Office within fifteen (15) days of the Union’s receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the LRS representative or designee will discuss with the Union:

- i. If a pre-arbitration review meeting will be scheduled with the LRS representative or designee, an agency representative, and the Union’s staff representative to review and attempt to settle the dispute.
- ii. If the parties are unable to reach agreement to conduct a meeting, the LRS representative or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within fifteen (15) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time.

**Step 4 – Arbitration**

If the grievance is not resolved at Step 3, or the LRS representative or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names from a list of seven (7) names supplied by the FMCS, and will follow the Labor Arbitration Rules of the FMCS unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:
  - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
  - b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
  - c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
  - d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its Union representatives, witnesses, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying

any travel or per diem expenses for its witnesses, the grievant and the Union representative.

**13.4 Successor Clause**

~~Grievances filed during the term of the 2021-2023 agreement will be processed to completion in accordance with the provisions of the 2021-2023 agreement.~~ All grievances will be processed to completion in accordance with the provisions set forth in the contract term in which the grievance was filed.

**ARTICLE 14  
 PROHIBITION OF STRIKES AND STOPPAGES**

**14.1** In conformance with the provisions of [RCW 47.64](#) neither the Union nor any employee shall, directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a strike or work stoppage against the Employer. In the event that any employees engage in a strike or work stoppage against the Employer, the Union shall direct such employees to cease and desist from such activities and to return to work. Any employee who engages in such proscribed conduct may be discharged by the Employer.

**ARTICLE 15  
 WAGES**

**15.1** ~~Effective July 1, 2023, the hourly wage rates for Janitor will be as follows:~~

<b>Steps:-</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Start	1,040 hrs	2,080 hrs	4,160 hrs
Janitor*	16.99	18.66	20.00	20.45

Effective July 1, ~~2023~~2025, the hourly wage rate for Janitor will be increased by five percent (5%).

<b>Steps:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Start	<del>1,040 hrs</del> <u>6</u> months	<del>2,080 hrs</del> <u>12</u> months	<del>4,160 hrs</del> <u>24</u> months
Janitor*	<del>16.99</del> <u>20.97</u>	<del>18.66</del> <u>22.68</u>	<del>20.00</del> <u>24.31</u>	<del>20.45</del> <u>24.85</u>

Effective July 1, ~~2023~~2025, the salary ranges for Janitor and Janitor/Foreperson will be increased by ~~five~~two percent (~~5~~2%) as shown below. The base hourly wage rates shall be as follows for employees actively in the employ of the Employer:

<b>Steps:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Start	<del>1,040 hrs</del> <u>6</u> months	<del>2,080 hrs</del> <u>12</u> months	<del>4,160 hrs</del> <u>24</u> months
Janitor/Foreperson	<del>25.93</del> <u>29.15</u>	<del>25.93</del> <u>29.15</u>	<del>25.93</del> <u>29.15</u>	<del>25.93</del> <u>29.15</u>
Janitor*	<del>18.73</del> <u>21.39</u>	<del>20.57</del> <u>23.13</u>	<del>22.05</del> <u>24.79</u>	<del>22.55</del> <u>25.35</u>

Effective July 1, ~~2024~~2026, the salary ranges for Janitor and Janitor/Foreperson will be increased by five percent (5%) as shown below. The base hourly wage rates shall be as follows for employees actively in the employ of the Employer:

Steps:	A	B	C	D
	Start	<del>1,040 hrs</del> <u>6</u> months	<del>2,080 hrs</del> <u>12</u> months	<del>4,160 hrs</del> <u>24</u> months
Janitor/Foreperson*	<del>27.22</del> <u>30.61</u>	<del>27.22</del> <u>30.61</u>	<del>27.22</del> <u>30.61</u>	<del>27.22</del> <u>30.61</u>
Janitor*	<del>19.67</del> <u>22.46</u>	<del>21.60</del> <u>24.29</u>	<del>23.15</del> <u>26.03</u>	<del>23.67</del> <u>26.62</u>

**15.2** The overtime rate shall be one and one-half (1½) times the straight time rate for actual time worked in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes) for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments.

**15.3** Employees working a shift where the majority of the time worked falls between the hours of 5:00 p.m. and 7:00 a.m. shall receive ~~one~~two dollars and 50 cents (~~\$1.00~~2.50) per hour in addition to the regular wage for the entire shift.

Foreperson shall receive fifteen percent (15%) above the top wage scale for the classification supervised.

**15.4** Employees required by WSF to use their own vehicle for travel, other than reporting for work at their assigned terminal, will be eligible to receive reimbursement for travel-related expenses per Chapter Ten WSDOT Travel Rules and Procedures.

**15.5 Penny Rounding Differences**

The Employer and the Union recognize that the statewide payroll system (HRMS) rounds payroll calculations to five (5) decimal places. Therefore, manual calculations using rates listed in the CBA may result in penny rounding differences. The parties accept that these differences, which shall be defined as differences of no more than one dollar (\$1.00) per pay period, do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for Management to add penny rounding differences to an employee’s pay.

**15.6 Minimum Wages Determined by Local Ordinances**

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the wage established in this Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the local ordinance.

~~**15.7 One Time Lump Sum Payment for Providing Proof of COVID-19 Booster**~~

~~Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of up to date COVID-19 vaccination, which must include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the Employer, between January 1, 2023 and December 31, 2023,~~



~~shall receive a one thousand dollar (\$1,000) one-time lump sum payment. Payments will begin July 1, 2023.~~

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

~~A. Bargaining unit employees will only receive one lump sum payment regardless of if they occupy more than one position within State government. Eligibility for the lump sum payment will be:~~

~~1. Based upon the position in which work was performed on the date the up-to-date status is verified; or~~

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

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

## ARTICLE 16 HOURS OF WORK

**16.1** All time worked over eight (8) hours in any one (1) day shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) for actual time worked in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments unless otherwise herein specified.

**16.2** When an employee is hired for part time work, the employee shall be paid for not less than four (4) hours per day for each day worked. Any employee reporting for work at the Employer's request and at the time specified by the Employer and able to perform regular duties shall be guaranteed four (4) hours' work unless the employee fails to work four (4) hours.

**16.3** Any special arrangements with regard to luncheon shall be agreed upon between the Employer and the employee, and such agreement shall be made in writing and be signed by both parties.

A. When eight (8) hours of continuous service are required, the time utilized by the employee for a meal period shall not be deducted.

**16.4** A. Five (5) working days shall constitute the normal workweek for janitorial employees. Time worked in excess of eight (8) hours in any one (1) day or forty

(40) hours in any one (1) week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) for actual time worked in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments.

- B. At its sole discretion, the Employer may approve requests from an employee to work four (4) consecutive ten (10) hour days at the straight time rate of pay within a work week. Time worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) for actual time worked in the following increments: six (6) minutes, twelve (12) minutes, eighteen (18) minutes, twenty-four (24) minutes, thirty-six (36) minutes, and forty-eight (48) minutes for the first hour. For time worked in excess of one (1) hour, overtime will be paid in one (1) hour increments. The Employer, at its sole discretion, may end an employee's 4/10 work schedule at any time with fourteen (14) days prior notice to the affected employee(s).
- C. A minimum seven (7) hour day may be established for regular night janitorial employees. Such employees may be scheduled less than seven (7) hours per day if the Employer pays a premium of ten cents (\$0.10) per hour for each hour worked, provided that no such premium shall be required if the employee, after making such an agreement with the Employer, receives permission from the Union to work less than seven (7) hours per day at regular pay.
- D. The Saturday shift may be eliminated entirely, or the Saturday shift may be rearranged so as to permit the employees to take off certain Saturdays by working longer hours on other Saturdays, but otherwise the hours of the Saturday shift shall not be decreased below those now in effect, except by adding ten cents (\$0.10) per hour premium pay for each hour worked.

The minimum seven (7) hour day and the premium pay provision shall not be applicable when overtime is being earned.

- 16.5** No deduction in pay shall be made for rest periods given to employees as hereinbefore provided.
- 16.6** The Employer agrees to cover the employees with State of Washington Industrial Insurance.
- 16.7** Employees will, whenever practicable, be notified at least two (2) weeks prior to a change in their work schedules.

## ARTICLE 17 SENIORITY

- 17.1** All employees who have completed six (6) months of service shall establish seniority with the Employer, reverting back to the employee's date of hire.
- 17.2** The first six (6) months of continuous service shall be considered a probationary period and during such period employees may be terminated at the discretion of the Employer and shall not have recourse to the provisions of [Article 13](#), Grievance Procedure.

## ARTICLE 18 SICK LEAVE, LEAVES OF ABSENCE AND WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE

### **18.1 Leaves of Absence – General**

- A. Leave is awarded to all employees as set forth in this Agreement and the State of Washington Paid Family and Medical Leave Program, effective January 1, 2020, and the Federal Family Medical Leave Act of 1993. All leaves, as specified in Article 18, must be approved in writing by Management in advance of taking leave on appropriate forms provided by WSF.
- B. All leave extensions must be approved in writing by Management before the end date of the leave except in cases of emergency. Extensions must be applied for a minimum of seven (7) days before the end of the original leave, if possible.
- C. Employees who have been on an approved leave of absence shall return to work on the date specified on the leave.
- D. Employees on sick leave of absence shall not engage in employment with any other employer during the period of leave.
- E. Employees absent for three (3) consecutive days without being on an approved Leave of Absence, will be considered Absent Without Leave and subject to disciplinary action up to and including Termination of Employment.

### **18.2 Sick Leave**

- A. Each full-time employee shall receive one (1) day (eight [8] hours) of sick leave credit for each completed month of service (eighty [80] non-overtime hours per month). Full-time employees in an overtime eligible position who are in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time employees 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.
- B. An employee is entitled to use accrued, unused paid sick leave beginning on the ninetieth (90th) calendar day after the commencement of their employment. Sick leave may be claimed from the accumulated days of credit for:

1. Any employee for illness, injury or disability which incapacitates the employee to the extent that the person is unable to perform the designated work in accordance with the terms set forth in this Article and for reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).
2. Care of family members [as required by the Family Care Act, 296-130](#) and for reasons allowed under [RCW 49.46.210](#).
  - a. [Family member means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.](#)
  - b. [Child means, including a biological, adopted, or foster child, stepchild, a child's spouse or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;](#)
  - c. [Grandchild means a child of the employee's child.](#)
  - d. [Grandparent means a parent of the employee's parent.](#)
  - e. [Parent means biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;](#)
  - f. [Spouse means husband or wife, as the case may be, or state registered domestic partner as defined by RCW 26.60;](#)

3. Domestic Violence Leave as required by [RCW 49.76](#).
  4. In accordance with [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason [as defined in WAC 296-128-60](#), or when an employee's child's school or place of care has been closed for such a reason: [or after the declaration of an emergency by a local or state government or agency, or by the federal government.](#) ~~Health related reason, as defined in WAC 296-128-600 (8), means a serious public health concerns that could result in bodily injury or exposure to an infectious agency, biological toxin, or hazardous material.~~
  5. At the employee's option, vacation leave may be used in lieu of sick leave, but sick leave may not be used as vacation leave.
- C. The Employer may request a verifying statement from the employee's health care provider to support sick leave claims after the third (3rd) consecutive day of absence. This statement should be sent in as soon as possible after the period of absence is over. Medical certification or verification required for employees in overtime-eligible positions shall be in accordance with [RCW 49.46](#) and [WAC 296-128](#).
- D. Upon termination of employment, compensation for accrued unused sick leave credits shall be in accordance with prevailing legislative provisions covering employees of the State of Washington. Terminating employees do not receive sick leave credit for the month in which they terminate unless they work at least eighty (80) non-overtime hours in the month. Accumulated sick leave credit days follow the employee if transferred to another State of Washington Department.
- E. Former employees who are again employed within five (5) years of their separation from service with WSF shall be granted all unused sick leave credit to which they were entitled at the time of separation for the purpose of sick leave.
- F. Employees may participate in the shared leave program in accordance with WSDOT and State of Washington rules and regulations.

### 18.3 Bereavement Leave

- A. Regular full-time employees shall be granted up to ~~five (5)~~ [three \(3\)](#) days off [paid bereavement leave](#) ~~to be applied against accrued sick leave, if necessary, for the loss of pregnancy as defined in subsection C, or~~ in order to make funeral arrangements or to attend the funeral of a member of the ~~immediate~~ family.
- B. ~~Immediate family~~ [Family member for this purpose](#) shall be defined as: [Child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not](#)

include an individual who simply resides in the same home with no expectation that the employee care for the individual.

1. Child, means biological, adopted, or foster child, stepchild, grandchild, or child who the parent stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency;
2. Parent means a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child;
3. Spouse means husband, wife, or state registered domestic partner as defined by RCW26.60;
4. Grandparent means a parent of the employee's parent;
5. Grandchild means a child of the employee's child.

~~spouse, state registered domestic partner as defined by RCW 26.60.020 and RCW 26.60.030, child, parents, grandparents, brother, sister, grandchildren, aunt, uncle, father in law, son in law, daughter in law, mother in law, brother in law, sister in law, or any other relative living in the employee's household, provided, however, that the employer may extend such sick leave upon reasonable request.~~

- C. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, or employee parent-to-be, including through surrogacy or adoption, where the employee would have been the parent.
- D. The Employer may require verification of the family member's death.
- E. In addition to paid bereavement leave, the employer may approve an employee's request to use compensatory time, sick leave, vacation leave, or leave without pay for purposes of bereavement and in accordance with this Agreement.

#### 18.4 Personal Leave

Employees may be granted leaves of absence limited, except in cases of physical disability, to six (6) months in any year without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. Leaves of absence will not be granted to employees to work in other industries or companies unless mutually agreed to between the Employer and the Union.

## 18.5 Jury Duty

- A. The Employer shall grant a leave of absence with pay to any full-time employee who has accrued at least six (6) months of seniority to serve on a Federal or Superior Court jury or to serve as a witness in a criminal case in Federal or Superior Court when under subpoena. Employees on jury duty or serving as witness shall receive their basic salary and, in addition, shall be allowed to retain any compensation paid to them for jury or witness duty performed. Employees granted such leave shall remain absent from work only as long as necessary to satisfy the requirements of the duty being performed. The employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received therefore.
- B. In order to qualify for pay during such leave for jury or witness duty, the employee shall notify the Employer immediately upon receiving an official communication concerning the service involved.

## 18.6 Unpaid Leave for Reasons of Faith or Conscience

As provided for in [WAC 82-56-010](#), leave without pay will be granted for holidays of faith and conscience for up to two (2) days per calendar year provided the employee's absence will not impose an undue hardship on the Employer as defined by [WAC 82-56-020](#) or the employee is not necessary to maintain public safety.

## 18.7 Washington State Paid Family and Medical Leave

- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) Program ([RCW 50A](#)) became effective January 1, 2020, and eligibility for and approval for leave for purposes as described under that Program shall be in accordance with [RCW 50A](#).
- B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- C. PFML Insurance Program Premiums  
The Employer will deduct premium amounts from the wages of each employee in accordance with [RCW 50A.10.030](#). The Employer will not pay any portion of the employee's share of the premium for family leave or medical leave benefits, or both.
- D. Supplemental Benefit – Use of Accrued Vacation Leave, Sick Leave and/or Compensatory Time  
Employees may designate accrued vacation leave, sick leave and/or compensatory time as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington State PFML Insurance Program, [RCW 50A](#). The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under [RCW 50A](#) before approving leave as a supplemental benefit.

## ARTICLE 19 SEVERANCE PAY

**19.1** It is hereby agreed that any claims for severance payment to any employee who may lose employment because of the abandonment of routes due to construction of bridges or tubes (replacing the then existing ferry routes), and of the application of seniority provisions under the present labor Agreements, including consideration of residence of individual and locale of employment offered, shall be based upon the principle of one (1) month's pay for each year of service.

## ARTICLE 20 HEALTH AND WELFARE

\*This [MOU](#) is included as an attachment to this Article.

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

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

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

C. Value-based benefits designs will:

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

~~D.~~ Article 20.1 (B) and (C) will expire June 30, 2027~~5~~.

**20.2** ~~A.~~ The Employer will pay the entire premium costs for each bargaining unit employee for dental, [stand-alone vision](#), basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.



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

### 20.3 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

### 20.5 ~~Medical~~ Flexible Spending Arrangement

- A. During January 202~~6~~<sup>4</sup> and again in January 202~~7~~<sup>5</sup>, the Employer will make available ~~two~~ three hundred ~~fifty~~ dollars (\$~~300~~<sup>250</sup>) in a ~~medical~~ Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 20.5 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
  - 1. Is occupying a position that has an annual full-time equivalent base salary of ~~sixty thousand dollars (\$60,000)~~ ~~sixty-four thousand, five hundred dollars (64,500.00)~~ sixty-eight thousand and four dollars (\$68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  - 2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  - 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand, eighty-eight (2,088).

4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. An ~~medical~~-FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

## ARTICLE 21 STATE EMPLOYEES RETIREMENT SYSTEM COVERAGE

All employees included hereunder shall, after midnight June 12, 1957, be subject to the applicable provisions of the Public Employees' Retirement System (PERS).

## ARTICLE 22 PASSES

**22.1** Upon application to the Employer, employees continuously employed for six (6) months shall be issued annual passes authorizing free passage for the employee, for the employee's spouse, for the employee's dependents and for the employee's auto.

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

Spouse and dependents' passes shall not be valid for transportation to and from employment. Annual pass users shall complete customary "Pass Holders Travel Coupon" at each time of travel. Should any employee leave the service of the Employer, any pass held is to be immediately surrendered to the Employer. Use of car passes during peak periods will be cause for cancellation of the car pass privilege. No car passes are to be used June 15 to September 10 on the Sidney route.

**22.2** Employees of Washington State Ferry System, retired under the provisions of the Employee's Retirement System and sixty-two (62) years of age or over, or totally disabled, will be granted annual passenger pass privileges for themselves, for the employee's spouse, and for the employee's dependents under eighteen (18) years of age, and the retired employee's auto. Use of car passes during peak periods will be cause for cancellation of the car pass privilege. No car passes are to be used June 15 to September 10 on the Sidney route.

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

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

Any employee, employee's spouse, or employee's dependent(s) who knowingly violates WSF Pass Use Policies will be subject to the following:

- A. First Offense – three (3) month suspension of pass privileges.
- B. Second Offense – one (1) year suspension of pass privileges.
- C. Third Offense – permanent revocation of pass privileges.

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

**22.5** The Employer shall comply with all federal and state tax regulations regarding the use of passes.

## **ARTICLE 23 JOB DESCRIPTIONS**

Job descriptions and work schedules, including revisions and modifications, will be provided upon the request of the Union and/or the employee.

## **ARTICLE 24 EFFECTIVE DATE AND DURATION OF AGREEMENT**

This Agreement is effective from July 1, 202~~1~~5 through June 30, 202~~3~~7.

## **ARTICLE 25 SAVINGS**

If any Rule of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any rule should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the Parties shall enter in immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such rule or addendum.

## **ARTICLE 26 TIME, LEAVE AND ATTENDANCE**

All employees will accurately report time worked, leave taken and other attendance requirements in accordance with a time reporting process and system(s) as determined by the Employer.

**A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SEIU LOCAL 6**

**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 SEIU Local 6 is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the SEIU Local 6 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 (OCIO) outlines in policy #141.10~~ [Washington Technology Solutions outlines in policy #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, but not limited to, information requests, status reports, and voluntary deductions reporting as set forth in the parties' 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](#).
- c. Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#) (9).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in [RCW 42.56.420](#).

**Category 4 – Confidential Information Requiring Special Handling** Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

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

The Employer and SEIU Local 6 strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

The provisions contained in this MOU become effective on July 1, ~~2023~~2025. This MOU shall expire June 30, ~~2025~~2027.

Dated ~~September 27, 2022~~August 1, 2024

For the Employer

For the Union

/s/

/s/

~~Tanya Aho, Lead~~ Patricia Foshuag  
Labor Negotiator

~~Renato Mendoza, Lead Negotiator~~  
Zenia Javalera, President, SEIU Local  
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**B. 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 ~~three~~ ~~two~~ ~~hundred~~ ~~fifty~~ dollars (~~\$250~~ ~~300~~) 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.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.

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

**This MOU will expire on June 30, 2027~~5~~.**

~~Dated September 15, 2022~~

For the Employer                      Date

For the Healthcare Coalition      Date

/s/

/s/

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

Kurt Spiegel, Executive Director  
WFSE

/s/

Jane Hopkins, President  
SEIU 1199NW

~~For the Employer:~~

~~For the Healthcare Coalition:~~

~~/s/~~

~~/s/~~

~~Ann Green, OFM~~  
~~Lead Negotiator~~

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

~~/s/~~

~~Karen Estevenin, Executive Director~~  
~~PROTEC17~~