
2009-2011

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

THE STATE OF WASHINGTON

AND

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

**EFFECTIVE
JULY 1, 2009 THROUGH JUNE 30, 2011**



**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 6
2009-2011**

ARTICLE	TITLE	PAGE
	PREAMBLE	
ARTICLE 1	UNION SOLE BARGAINING AGENT	1
ARTICLE 2	EMPLOYMENT AGREEMENT	1
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	TERMINATION OF EMPLOYMENT	2
ARTICLE 5	ACCESS TO BUILDING BY BUSINESS AGENT	2
ARTICLE 6	JOB STEWARD	2
ARTICLE 7	CONTRACT WORK	2
ARTICLE 8	UNIFORMS	3
ARTICLE 9	SPECIAL EQUIPMENT	3
ARTICLE 10	HOLIDAYS	3
ARTICLE 11	VACATIONS	4
ARTICLE 12	GRIEVANCE PROCEDURE	5
12.2	Terms and Requirements	5
12.3	Filing and Processing	7
12.4	Successor Clause	9
12.5	Election of Remedies	10
ARTICLE 13	PROHIBITION OF STRIKES AND STOPPAGES	10
ARTICLE 14	WAGES	10
ARTICLE 15	HOURS OF WORK	11
ARTICLE 16	SENIORITY	12

ARTICLE	TITLE	PAGE
ARTICLE 17	LEAVES OF ABSENCE	13
17.1	Leaves of Absence - General	13
17.2	Sick Leave	13
17.3	Bereavement Leave	14
17.4	Personal Leave	14
17.5	Jury Duty	14
ARTICLE 18	SEVERANCE PAY	15
ARTICLE 19	HEALTH AND WELFARE	15
19.3	Health Care Benefits Amounts	15
ARTICLE 20	STATE EMPLOYEES RETIREMENT SYSTEM COVERAGE	16
ARTICLE 21	PASSES	16
ARTICLE 22	JOB DESCRIPTIONS	16
ARTICLE 23	EFFECTIVE DATE AND DURATION OF AGREEMENT	17
ARTICLE 24	SAVINGS	17

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 Department of Transportation's Washington State Ferries for whom the Employer recognizes the Union as the collective bargaining representative.

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 Washington State Ferries (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, and light fixtures, and 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** Pursuant to RCW 47.64, all bargaining unit employees shall, within thirty (30) days of employment, fulfill a Union security obligation as a condition of continued employment. The Employer shall, when authorized by the employee, deduct from salary payments the uniform dues, including initiation fee, required for membership or, for non-members, a fee equivalent to such uniform dues, including initiation fee, and transmit all dues and fees to the Union.
- 2.2** The provisions of this Article shall not preclude an employee from exercising the right of non-association based on a bona fide religious tenet or teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to dues to a non-religious charity or to another charitable organization agreed upon by the employee affected and the Union. New employees shall be notified of the provisions of this Article at the time of employment.
- 2.3** The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted 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.
- 2.4** The Employer agrees to notify the Union when vacancies occur within the bargaining unit prior to filling to give the Union an opportunity to notify potential employees of the need to apply. The Employer shall report the names of new employees covered by the contract and those who have been terminated at the time of hire or termination.

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) week's notice of intended layoff, and each employee shall give the Employer at least one (1) week's 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 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
CONTRACT WORK

- 7.1** 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 8
UNIFORMS**

8.1 Uniforms or special style of clothing, if required by the Employer, shall be furnished, laundered or cleaned, and kept in repair by the Employer. Uniforms shall be cleaned by the Employer after no more than thirty (30) days of actual wear. Overalls or aprons shall be furnished and maintained by the Employer.

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

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

**ARTICLE 9
SPECIAL EQUIPMENT**

9.1 All special equipment 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.

**ARTICLE 10
HOLIDAYS**

10.1 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
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

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

10.2 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 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.

10.3 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 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.

**ARTICLE 11
VACATIONS**

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

<u>CONTINUOUS SERVICE</u>	<u>VACATION</u>
6 months	6 working days
7 months	7 working days
8 months	8 working days
9 months	9 working days
10 months	10 working days
11 months	11 working days
12 months	12 working days
2 years	13 working days
3 years	15 working days
4 years	17 working days
5 years and over	20 working days
15 years and over	21 working days
16 years and over	22 working days

11.2 Vacation leave shall be taken at time convenient to the Employer and the employee.

11.3 Vacation leave is accumulative to a total of thirty (30) working days, after which time, if not taken, it shall lapse month by month; provided that accrued vacation shall not lapse to the extent that it results from the Employer's inability to allow vacation time.

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

11.5 Vacation leave is not available to the employee unless six (6) continuous months of employment have been served.

- 11.6** A re-employed or reinstated employee also must have six (6) months of continuous employment before being entitled to use vacation leave.
- 11.7** Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) months.
- 11.8** All accumulated annual leave is allowed 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.
- 11.9** 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 12

GRIEVANCE PROCEDURE

12.1 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.

12.2 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
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.

12.3 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 Labor Relations Office (OFM/LRO) representative 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 OFM/LRO representative or designee will discuss with the Union:

- i.* If a pre-arbitration review meeting will be scheduled with the OFM/LRO 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 OFM/LRO 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 OFM/LRO 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.

12.4 Successor Clause

Grievances filed during the term of the 2009-2011 agreement will be processed to completion in accordance with the provisions of the 2009-2011 agreement.

12.5 Election of Remedies

Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the same claim through arbitration under this Article.

**ARTICLE 13
PROHIBITION OF STRIKES AND STOPPAGES**

13.1 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 14
WAGES**

14.1 Base hourly wage rates shall be as follows from 07-01-2008 through 06-30-2009 for employees actively in the employ of the Employer:

Steps:	A	B	C
	Start	1,040 hrs	2,080 hrs
Janitor/ Foremen	16.28	Same	Same
Janitor	12.58	13.62	14.80

14.2 Effective 07-01-2009, the base hourly wage rates shall be as follows for employees actively in the employ of the Employer:

Steps:	A	B	C
	Start	1,040 hrs	2,080 hrs
Janitor/ Foremen	16.28	Same	Same
Janitor	12.58	13.62	14.80

14.3 Effective 07-01-2010, the base hourly wage rates shall be as follows for employees actively in the employ of the Employer:

Steps:	A	B	C
	Start	1,040 hrs	2,080 hrs
Janitor/ Foremen	16.28	Same	Same
Janitor	12.58	13.62	14.80

- 14.4** The overtime rate shall be one and one-half (1½) times the straight time rate.
- 14.5** Employees working a shift where the majority of the time worked falls between the hours of midnight and 7:00 a.m. shall receive twenty cents (\$0.20) per hour in addition to the regular wage for the entire shift.
- A. Employees working a shift where the majority of the time worked falls between the hours of 5:00 p.m. and midnight shall receive ten cents (\$0.10) per hour in addition to the regular wage for the entire shift.
- B. Foremen shall receive ten percent (10%) above the wage scale for the classification supervised.
- 14.6** 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.

ARTICLE 15 HOURS OF WORK

- 15.1** All time worked over eight (8) hours in any one day shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) unless otherwise herein specified.
- 15.2** 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.
- 15.3** 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.

15.4 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).

A. 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.

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.

15.5 No deduction in pay shall be made for rest periods given to employees as hereinbefore provided.

15.6 The Employer agrees to cover the employees with State of Washington Industrial Insurance.

15.7 Employees will, whenever practicable, be notified at least two (2) weeks prior to a change in their work schedules.

ARTICLE 16

SENIORITY

16.1 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.

16.2 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 12.

ARTICLE 17
LEAVES OF ABSENCE

17.1 Leaves of Absence – General

- A. Leave is awarded to all employees as set forth in this Agreement and the State of Washington Family Medical Leave Act and the Federal Family Medical Leave Act of 1993. All leaves, as specified in Article 17, 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.

17.2 Sick Leave

- A. Each full-time employee with a minimum of six (6) months continuous employment shall receive one (1) day eight (8) hours of sick leave credit for each completed month of service. Sick leave is accumulative. Sick leave may be claimed from the accumulated days of credit for 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. 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.
- B. The Employer may request a verifying statement from the employee's health care provider to support sick leave claims. This statement should be sent in as soon as possible after the period of absence is over.

- C. 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-four (84) hours in the month. Accumulated sick leave credit days follow the employee if transferred to another State of Washington Department.
- D. Former employees who are again employed within five 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.
- E. Employees may participate in the shared leave program in accordance with WSDOT and State of Washington rules and regulations.

17.3 Bereavement Leave

- A. Regular full-time employees shall be granted up to five (5) days off to be applied against accrued sick leave, if necessary, in order to make funeral arrangements or to attend the funeral of a member of the immediate family.
- B. Immediate family shall be defined as spouse, child, parents, grandparents, brother, sister, or grandchildren, aunt, uncle, father-in-law, son-in-law, daughter-in-law, mother-in-law, brother-in-law, sister-in-law, any other relative living in the employee's household, provided, however, that the employer may extend such sick leave upon reasonable request.

17.4 Personal Leave

- A. 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.

17.5 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.

ARTICLE 18 SEVERANCE PAY

- 18.1** 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 19 HEALTH AND WELFARE

- 19.1** The Employer shall continue to provide, during the terms of this Agreement, health and welfare benefits as specified in the Public Employees Benefits Board (PEBB) program.

- 19.2** In order to qualify for the full payment amount of the Employer's portion of the Medical Premium, the employee must be compensated eighty (80) hours per month.

19.3 Health Care Benefits Amounts

- A. The Employer will contribute an amount equal to eighty-eight percent (88%) of the total weighted average of the health care premium for each bargaining unit employee eligible for insurance each month, as determined by the PEBB annually for benefits in calendar year 2010 and calendar year 2011, respectively.
- B. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- C. Wellness
To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

ARTICLE 20
STATE EMPLOYEES RETIREMENT SYSTEM COVERAGE

All employees included hereunder shall, after midnight June 12, 1957, be subject to the applicable provisions of the State Employees Retirement System.

ARTICLE 21
PASSES

21.1 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.

21.2 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 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.

ARTICLE 22
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 23
EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement is effective from July 1, 2009, or, unless otherwise provided for in the Agreement, until June 30, 2011, except that pursuant to RCW 47.64 its terms and conditions shall continue until there is a successor Agreement.

ARTICLE 24
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.

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

Executed this 1st day of July, 2009.

For the Service Employees International Union, Local No. 6:

/s/
Sergio Salinas
President

For the State of Washington

/s/
Christine O. Gregoire
Governor

/s/
Glenn Frye, Chief Negotiator
OFM Labor Relations Office

