
**COLLECTIVE
BARGAINING
AGREEMENT**



THE STATE OF WASHINGTON

AND

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

**EFFECTIVE
JULY 1, 2017 THROUGH JUNE 30, 2019**



2017-2019

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 6
2017-2019**

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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.

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, 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
UNION DUES DEDUCTION

*This Article has been modified by an **MOU** effective August 9, 2018*

- 2.1** The Employer shall, when provided with written authorization by an employee covered by this Agreement, deduct from salary payments the uniform membership dues or fees, and transmit all dues and fees to 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.

**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 (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, 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.

- 10.2** 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.

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
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	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 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:

Completed Employment	Vacation Credit
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 (240) 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

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 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 2017-2019 agreement will be processed to completion in accordance with the provisions of the 2017-2019 agreement.

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, 2017, the salary ranges for Janitor/Foreman will be increased by six percent (6%) 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	1,040 hrs	2,080 hrs	4,160 hrs
Janitor/ Foreman	19.39	19.39	19.39	19.39
Janitor	13.98	15.14	16.44	16.86

Effective July 1, 2018, the salary ranges for Janitor and Janitor/Foreman will be increased by four percent (4%) 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	1,040 hrs	2,080 hrs	4,160 hrs
Janitor/ Foreman	20.16	20.16	20.16	20.16
Janitor	14.54	15.75	17.10	17.53

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 sixty-five cents (\$0.65) per hour in addition to the regular wage for the entire shift.

Foremen 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 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.

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 AND LEAVES OF ABSENCE

*This Article has been modified by an **MOU** effective January 1, 2018*

18.1 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 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 – In effect January 1, 2018

- 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 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 for reasons allowed under RCW 49.46.210.

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, or when an employee's child's school or place of care has been closed for such a reason. 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) 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, 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.

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.

**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

SEIU Local 6 2017-19

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

- 20.1** A. For the 2017-2019 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected health care premium is the weighted average across all plans, across all tiers.
- 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.
- 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 PEB Board.
- C. Article 20.1 (B) will expire June 30, 2017.
- 20.2** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.
- 20.3** The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- 20.4 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 who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar (\$25.00) gift certificate. In addition, 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.

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, 2017 through June 30, 2019.

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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6**

This Memorandum of Understanding is entered into by and between The Service Employees International Union Local 6, hereinafter referred to as the Union, and The Office of Financial Management and The State of Washington, hereinafter referred to as the Employer.

Initiative 1433 was approved by the citizens of Washington State in 2016 and this initiative modifies RCW 49.46 to include paid sick leave provisions, effective January 1, 2018. The parties agree to modify Article 18 Sick Leave of the Collective Bargaining Agreement to incorporate changes in the law, effective January 1, 2018, as follows:

**ARTICLE 18
SICK LEAVE AND LEAVES OF ABSENCE**

18.1 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 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 Remains in effect through December 31, 2017**~~

- ~~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 (eighty [80] non-overtime hours per month). 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.~~

18.2 Sick Leave – In effect January 1, 2018

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 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 ~~his or her~~their employment. Sick leave may be claimed from the accumulated days of credit for:

1. aAny 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 for reasons allowed under RCW 49.46.210.

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, or when an employee's child's school or place of care has been closed for such a reason. 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.

BC. 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.

ED. 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.

DE. 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.

EF. Employees may participate in the shared leave program in accordance with WSDOT and State of Washington rules and regulations.

Dated: February 15, 2018

By the signatures below, the parties enter into this agreement without prejudice or precedent to future actions either party may take in matters of a similar nature. This Memorandum shall become effective January 1, 2018.

For the Employer

For the Union

/s/

/s/

Scott Lyders, Labor Negotiator

Fred Prockiw, Lead Organizer

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6**

This Memorandum of Understanding is entered into by and between The Service Employees International Union Local 6, hereinafter referred to as the Union, and The Office of Financial Management and The State of Washington, hereinafter referred to as the Employer. The parties agree to modify Article 2 as follows:

ARTICLE 2

~~EMPLOYMENT AGREEMENT~~ **UNION DUES DEDUCTION**

- 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 provided with written authorization~~ed~~ by ~~the~~ an employee covered by this Agreement, deduct from salary payments the uniform membership dues or fees, 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.~~
- 2.32** The Union and employees agree to will indemnify, defend and hold the Employer harmless against from any claims, demands, suits or other forms of liability that shall arise against the Employer 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.
- 2.43** 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 need opportunity to apply for membership. The Employer shall report the names of new permanent or non-

permanent employees covered by ~~the contract~~ this Agreement and those who have been terminated at the time of hire or termination.

Dated: August 9, 2018

For the Employer

For the Union

/s/

/s/

Scott Lyders, Labor Negotiator

Fred Prockiwi, Union Representative

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, 2017.

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

_____/s/
Sergio Salinas
President

For the State of Washington:

_____/s/
Jay Inslee
Governor

_____/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

_____/s/
Robin Vazquez, Chief Negotiator
OFM/SHR, Labor Relations Section