

1 **Below is a list of Articles that the SEIU6 and State of Washington have tentatively agreed to**
2 **be included in the 2025-2027 CBA as current contract language:**

- 3 Article 1, Union Sole Bargaining Agent;
- 4 Article 2, Employment Agreement;
- 5 Article 3, Management Rights;
- 6 Article 4, Termination of Employment;
- 7 Article 5, Access to Building by Business Agent;
- 8 Article 6, Job Steward;
- 9 Article 7, Labor-Management Committee;
- 10 Article 8, Contract Work;
- 11 Article 9, Uniforms;
- 12 Article 10, Workplace Safety;
- 13 Article 14, Prohibition of Strikes and Stoppages;
- 14 Article 16, Hours of Work;
- 15 Article 17, Seniority;
- 16 Article 19; Severance Pay;
- 17 Article 21, State Employees Retirement System Coverage
- 18 Article 22, Passes;
- 19 Article 23, Job Descriptions;
- 20 Article 25, Savings;
- 21 Article 26, Time, Leave and Attendance;

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 09/17/2024

/s/ 09/17/2024

Patricia Foshaug, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Zenia Javalera, President,
SEIU Local 6

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PREAMBLE

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

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

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16

1 on a Sunday and the Monday following is observed as such holiday in lieu thereof,
2 then such Monday shall be a legal holiday under this contract. Every employee who
3 works a shift starting on such legal holiday shall be paid for the hours worked on
4 such shift at the rate applicable for a regular workday in addition to the above
5 holiday pay. If a holiday falls within a vacation period, no vacation pay shall be
6 charged for the holiday and the holiday shall be paid for.

7 **11.4** At the sole discretion of the Employer, the Employer may approve requests
8 for an employee to receive a “comp” day off rather in lieu of receiving holiday pay.
9 All “comp” days earned during the duration of this Agreement must be used by
10 June 30th of each biennium. “Comp” days not used by June 30th of each biennium
11 will be cashed out. “Comp” days off must be used prior to using vacation leave.

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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-eighty~~ (240/280) hours, after which time, if not taken; it shall lapse month by month, provided that

1 accrued vacation shall not lapse to the extent that it results from the Employer's
2 inability to allow vacation time.

3 **12.5** Each employee's anniversary date shall be twelve (12) months after entering the
4 service of the Employer.

5 **12.6** Vacation leave is not available to the employee until six (6) continuous months of
6 employment have been served.

7 **12.7** A re-employed or reinstated employee also must have six (6) months of continuous
8 employment before being entitled to use vacation leave.

9 **12.8** Leave credits accumulated are canceled automatically on separation after periods
10 of service of less than six (6) months.

11 **12.9** All accumulated annual leave is cashed out when an employee leaves the
12 Employer's employment for any reason, after six (6) months or more of continuous
13 service, provided adequate notice has been given.

14 **12.10** In the event of an employee's death, all accumulated annual leave shall be paid to
15 the employee's beneficiary or estate in accordance with State policy.

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

5 E. Contents

6 The written grievance must include the following information:

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

14 F. Modifications

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

17 G. Resolution

18 If the Employer provides the requested remedy or a mutually agreed-upon
19 alternative, the grievance will be considered resolved and may not be moved
20 to the next step.

21 H. Withdrawal

22 A grievance may be withdrawn at any time.

23 I. Resubmission

24 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

25 J. Consolidation

26 The Employer may consolidate grievances arising out of the same set of
27 facts.

1 K. Bypass
2 Any of the steps in this procedure may be bypassed with mutual written
3 consent of the parties involved at the time the bypass is sought.

4 L. Discipline
5 The Employer shall not discharge or otherwise discipline any employee
6 without just cause. Discipline includes oral and written reprimands,
7 reductions in pay, suspensions, demotions to a position in a lower
8 classification, and terminations. Any of these disciplinary actions may serve
9 as the first step in discipline depending on the egregiousness of the
10 violation(s) as determined by management.

11 Disciplinary grievances will be initiated at the level at which the disputed
12 action was taken.

13 M. Alternative Resolution Methods
14 Any time during the grievance process, by mutual consent, the parties may
15 use alternative methods to resolve a non-disciplinary grievance. If the
16 parties agree to use alternative methods, the time frames in this Article are
17 suspended. If the selected alternative method does not result in a resolution,
18 the Union may return to the grievance process and the time frames resume.
19 Any expenses and fees of alternative methods will be shared equally by the
20 parties.

21 **13.3 Filing and Processing**

22 A. Filing
23 A grievance must be filed within thirty (30) days of the occurrence giving
24 rise to the grievance or the date the grievant knew or could reasonably have
25 known of the occurrence. This thirty (30) day period will be used to attempt
26 to informally resolve the dispute.

27 B. Processing
28 **Step 1 – Terminal Manager**

1 If the issue is not resolved informally, the Union may present a written
2 grievance to the Terminal Manager or designee with a copy to the WSF
3 Labor Relations Office within the thirty (30) day period described above.
4 The Terminal Manager or designee will meet or confer by telephone with a
5 union steward and/or staff representative and the grievant within fifteen (15)
6 days of receipt of the grievance, and will respond in writing to the Union
7 within fifteen (15) days after the meeting.

8 **Step 2 – Regional Operations Manager**

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

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

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

- 26 i. If a pre-arbitration review meeting will be scheduled with the LRS
27 representative or designee, an agency representative, and the
28 Union’s staff representative to review and attempt to settle the
29 dispute.

1 ii. If the parties are unable to reach agreement to conduct a meeting,
2 the LRS representative or designee will notify the Union in writing
3 that no pre-arbitration review meeting will be scheduled.

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

7 **Step 4 – Arbitration**

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

15 C. Selecting an Arbitrator

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

20 D. Authority of the Arbitrator

- 21 1. The arbitrator will:
- 22 a. Have no authority to rule contrary to, add to, subtract from,
23 or modify any of the provisions of this Agreement;
- 24 b. Be limited in his or her decision to the grievance issue(s) set
25 forth in the original written grievance unless the parties
26 agree to modify it;

1 c. Not make any award that provides an employee with
2 compensation greater than would have resulted had there
3 been no violation of this Agreement;

4 d. Not have the authority to order the Employer to modify his
5 or her staffing levels or to direct staff to work overtime.

6 2. The arbitrator will hear arguments on and decide issues of
7 arbitrability before the first day of arbitration at a time convenient
8 for the parties, through written briefs, immediately prior to hearing
9 the case on its merits, or as part of the entire hearing and decision-
10 making process. If the issue of arbitrability is argued prior to the first
11 day of arbitration, it may be argued in writing or by telephone, at the
12 discretion of the arbitrator. Although the decision may be made
13 orally, it will be put in writing and provided to the parties.

14 3. The decision of the arbitrator will be final and binding upon the
15 Union, the Employer and the grievant.

16 E. Arbitration Costs

17 1. The expenses and fees of the arbitrator, and the cost (if any) of the
18 hearing room, will be shared equally by the parties.

19 2. If the arbitration hearing is postponed or canceled because of one
20 party, that party will bear the cost of the postponement or
21 cancellation. The costs of any mutually agreed upon postponements
22 or cancellations will be shared equally by the parties.

23 3. If either party desires a record of the arbitration, a court reporter may
24 be used. If that party purchases a transcript, a copy will be provided
25 to the arbitrator free of charge. If the other party desires a copy of
26 the transcript, it will pay for half of the costs of the fee for the court
27 reporter, the original transcript and a copy.

1 4. Each party is responsible for the costs of its Union representatives,
 2 witnesses, attorneys, and all other costs related to the development
 3 and presentation of their case. Every effort will be made to avoid the
 4 presentation of repetitive witnesses. The Union is responsible for
 5 paying any travel or per diem expenses for its witnesses, the grievant
 6 and the Union representative.

7 **13.4 Successor Clause**

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

12
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ARTICLE 15
WAGES

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

Steps:	A	B	C	D
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%).

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

Steps:	A	B	C	D
Start	1,040 hrs <u>6</u>	2,080 hrs <u>12</u>	4,160 hrs <u>24</u>	
	<u>months</u>	<u>months</u>	<u>months</u>	
Janitor/Foreperson	25.93 <u>29.15</u>	25.93 <u>29.15</u>	25.93 <u>29.15</u>	25.93 <u>29.15</u>
Janitor*	18.73 <u>21.39</u>	20.57 <u>23.13</u>	22.05 <u>24.79</u>	22.55 <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	1,040 hrs <u>6</u>	2,080 hrs <u>12</u>	4,160 hrs <u>24</u>	
		<u>months</u>	<u>months</u>	<u>months</u>
Janitor/Foreperson*	27.22 <u>30.61</u>	27.22 <u>30.61</u>	27.22 <u>30.61</u>	27.22 <u>30.61</u>
Janitor*	19.67 <u>22.46</u>	21.60 <u>24.29</u>	23.15 <u>26.03</u>	23.67 <u>26.62</u>

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

6 **15.3** Employees working a shift where the majority of the time worked falls between the
 7 hours of 5:00 p.m. and 7:00 a.m. shall receive ~~one-two~~ dollars and 50 cents
 8 ~~(\$1.00)~~ (\$2.50) per hour in addition to the regular wage for the entire shift.

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

11 **15.4** Employees required by WSF to use their own vehicle for travel, other than reporting
 12 for work at their assigned terminal, will be eligible to receive reimbursement for
 13 travel-related expenses per Chapter Ten WSDOT Travel Rules and Procedures.

14 **15.5 Penny Rounding Differences**
 15 The Employer and the Union recognize that the statewide payroll system (HRMS)
 16 rounds payroll calculations to five (5) decimal places. Therefore, manual
 17 calculations using rates listed in the CBA may result in penny rounding differences.
 18 The parties accept that these differences, which shall be defined as differences of
 19 no more than one dollar (\$1.00) per pay period, do not require further payroll
 20 adjustments that would cause the employee to pay back penny rounding differences
 21 or for Management to add penny rounding differences to an employee’s pay.

1 **15.6 Minimum Wages Determined by Local Ordinances**

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

6 ~~15.7 One Time Lump Sum Payment for Providing Proof of COVID-19 Booster~~

7 ~~Employees who choose to be boosted, at a location of their choosing, and~~
8 ~~voluntarily provide their employer with proof of up to date COVID-19 vaccination,~~
9 ~~which must include any boosters recommended by the U.S. Centers for Disease~~
10 ~~Control (CDC) at the time proof is provided to the Employer, between January 1,~~
11 ~~2023 and December 31, 2023, shall receive a one thousand dollar (\$1,000) one-~~
12 ~~time lump sum payment. Payments will begin July 1, 2023.~~

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

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

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

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

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

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

TENTATIVE AGREEMENT – Article 15
SEIU Local 6 2025-2027 Negotiations
08/19/2024
Page 4 of 4

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For the Union

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1 **ARTICLE 18**
2 **SICK LEAVE, LEAVES OF ABSENCE AND**
3 **WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE**

4 **18.1 Leaves of Absence – General**

5 A. Leave is awarded to all employees as set forth in this Agreement and the
6 State of Washington Paid Family and Medical Leave Program, effective
7 January 1, 2020, and the Federal Family Medical Leave Act of 1993. All
8 leaves, as specified in Article 18, must be approved in writing by
9 Management in advance of taking leave on appropriate forms provided by
10 WSF.

11 B. All leave extensions must be approved in writing by Management before
12 the end date of the leave except in cases of emergency. Extensions must be
13 applied for a minimum of seven (7) days before the end of the original leave,
14 if possible.

15 C. Employees who have been on an approved leave of absence shall return to
16 work on the date specified on the leave.

17 D. Employees on sick leave of absence shall not engage in employment with
18 any other employer during the period of leave.

19 E. Employees absent for three (3) consecutive days without being on an
20 approved Leave of Absence, will be considered Absent Without Leave and
21 subject to disciplinary action up to and including Termination of
22 Employment.

23 **18.2 Sick Leave**

24 A. Each full-time employee shall receive one (1) day (eight [8] hours) of sick
25 leave credit for each completed month of service (eighty [80] non-overtime
26 hours per month). Full-time employees in an overtime eligible position who
27 are in pay status for less than eighty (80) non-overtime hours in a calendar
28 month and part-time employees will accrue sick leave in an amount

1 proportionate to the number of hours the employee is in pay status in the
2 month, up to a maximum of eight (8) hours in a month. Sick leave is
3 accumulative.

4 B An employee is entitled to use accrued, unused paid sick leave beginning
5 on the ninetieth (90th) calendar day after the commencement of their
6 employment. Sick leave may be claimed from the accumulated days of
7 credit for:

8 1. Any employee for illness, injury or disability which incapacitates
9 the employee to the extent that the person is unable to perform the
10 designated work in accordance with the terms set forth in this Article
11 and for reasons allowed under the Minimum Wage Requirements
12 and Labor Standards, [RCW 49.46.210](#).

13 2. Care of family members [as required by the Family Care Act, 296-](#)
14 [130 and](#) for reasons allowed under [RCW 49.46.210](#).

15 a. [Family member means a child, grandchild, grandparent,](#)
16 [parent, sibling, or spouse of an employee, and also includes](#)
17 [any individual who regularly resides in the employee’s home](#)
18 [or where the relationship creates an expectation that the](#)
19 [employee care for the person, and that individual depends on](#)
20 [the employee for care. “Family member” includes any](#)
21 [individual who regularly resides in the employee’s home,](#)
22 [except that it does not include an individual who simply](#)
23 [resides in the same home with no expectation that the](#)
24 [employee care for the individual.](#)

25 b. [Child means, including a biological, adopted, or foster child,](#)
26 [stepchild, a child’s spouse or for whom the employee stands](#)
27 [in loco parentis, is a legal guardian or is de facto parent,](#)
28 [regardless of age or dependency status;](#)

29 c. [Grandchild means a child of the employee’s child.](#)

- 1 d. Grandparent means a parent of the employee’s parent.
- 2 e. Parent means biological, adoptive, de facto, or foster parent,
- 3 stepparent, or legal guardian of an employee or the
- 4 employee’s spouse or registered domestic partner, or a
- 5 person who stood in loco parentis when the employee was a
- 6 minor child;
- 7 f. Spouse means husband or wife, as the case may be, or state
- 8 registered domestic partner as defined by RCW 26.60;
- 9 3. Domestic Violence Leave as required by [RCW 49.76](#).
- 10 4. In accordance with [RCW 49.46.210](#), when an employee’s place of
- 11 business has been closed by order of a public official for any health-
- 12 related reason as defined in WAC 296-128-60, or when an
- 13 employee’s child’s school or place of care has been closed for such
- 14 a reason, or after the declaration of an emergency by a local or state
- 15 government or agency, or by the federal government. ~~Health-related~~
- 16 ~~reason, as defined in WAC 296-128-600 (8), means a serious public~~
- 17 ~~health concerns that could result in bodily injury or exposure to an~~
- 18 ~~infectious agency, biological toxin, or hazardous material.~~
- 19 5. At the employee’s option, vacation leave may be used in lieu of sick
- 20 leave, but sick leave may not be used as vacation leave.
- 21 C. The Employer may request a verifying statement from the employee’s
- 22 health care provider to support sick leave claims after the third (3rd)
- 23 consecutive day of absence. This statement should be sent in as soon as
- 24 possible after the period of absence is over. Medical certification or
- 25 verification required for employees in overtime-eligible positions shall be
- 26 in accordance with [RCW 49.46](#) and [WAC 296-128](#).
- 27 D. Upon termination of employment, compensation for accrued unused sick
- 28 leave credits shall be in accordance with prevailing legislative provisions

1 covering employees of the State of Washington. Terminating employees do
2 not receive sick leave credit for the month in which they terminate unless
3 they work at least eighty (80) non-overtime hours in the month.
4 Accumulated sick leave credit days follow the employee if transferred to
5 another State of Washington Department.

6 E. Former employees who are again employed within five (5) years of their
7 separation from service with WSF shall be granted all unused sick leave
8 credit to which they were entitled at the time of separation for the purpose
9 of sick leave.

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

12 **18.3 Bereavement Leave**

13 A. Regular full-time employees shall be granted up to ~~five (5)~~three (3) days off
14 paid bereavement leave to be applied against accrued sick leave, if
15 necessary, for the loss of pregnancy as defined in subsection C, or in order
16 to make funeral arrangements or to attend the funeral of a member of the
17 ~~immediate~~ family.

18 B. ~~Immediate family~~ Family member for this purpose shall be defined as:
19 Child, grandchild, grandparent, parent, sibling, or spouse of an employee,
20 and also includes any individual who regularly resides in the employee's
21 home or where the relationship creates an expectation that the employee
22 care for the person, and that individual depends on the employee for
23 care. "Family member" includes any individual who regularly resides in
24 the employee's home, except that it does not include an individual who
25 simply resides in the same home with no expectation that the employee care
26 for the individual.

1 1. Child, means biological, adopted, or foster child, stepchild,
2 grandchild, or child who the parent stands in loco parentis, is a legal
3 guardian or is de facto parent, regardless of age or dependency;

4 2. Parent means a biological, adoptive, de facto, or foster parent,
5 stepparent, or legal guardian of an employee or the employee’s
6 spouse or registered domestic partner, or person who stood in loco
7 parentis when the employee was a minor child;

8 3. Spouse means husband, wife, or state registered domestic partner as
9 defined by RCW26.60;

10 4. Grandparent means a parent of the employee’s parent;

11 5. Grandchild means a child of the employee’s child.

12 ~~spouse, state registered domestic partner as defined by RCW 26.60.020 and RCW~~
13 ~~26.60.030, child, parents, grandparents, brother, sister, grandchildren, aunt,~~
14 ~~uncle, father in law, son in law, daughter in law, mother in law, brother-~~
15 ~~in law, sister in law, or any other relative living in the employee’s~~
16 ~~household, provided, however, that the employer may extend such sick~~
17 ~~leave upon reasonable request.~~

18 C. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy
19 of the employee, or employee parent-to-be, including through surrogacy or
20 adoption, where the employee would have been the parent.

21 D. The Employer may require verification of the family member’s death.

22 E. In addition to paid bereavement leave, the employer may approve an
23 employee’s request to use compensatory time, sick leave, vacation leave, or
24 leave without pay for purposes of bereavement and in accordance with this
25 Agreement.

1 **18.4 Personal Leave**

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

8 **18.5 Jury Duty**

9 A. The Employer shall grant a leave of absence with pay to any full-time
10 employee who has accrued at least six (6) months of seniority to serve on a
11 Federal or Superior Court jury or to serve as a witness in a criminal case in
12 Federal or Superior Court when under subpoena. Employees on jury duty
13 or serving as witness shall receive their basic salary and, in addition, shall
14 be allowed to retain any compensation paid to them for jury or witness duty
15 performed. Employees granted such leave shall remain absent from work
16 only as long as necessary to satisfy the requirements of the duty being
17 performed. The employee shall furnish the Employer with satisfactory
18 evidence of the actual time spent on such duty and the compensation
19 received therefore.

20 B. In order to qualify for pay during such leave for jury or witness duty, the
21 employee shall notify the Employer immediately upon receiving an official
22 communication concerning the service involved.

23 **18.6 Unpaid Leave for Reasons of Faith or Conscience**

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

1 **18.7 Washington State Paid Family and Medical Leave**

2 A. The parties recognize that the Washington State Paid Family and Medical
3 Leave (PFML) Program ([RCW 50A](#)) became effective January 1, 2020, and
4 eligibility for and approval for leave for purposes as described under that
5 Program shall be in accordance with [RCW 50A](#).

6 B. The employee will provide the Employer with not less than thirty (30) days'
7 notice before PFML is to begin. If the need for the leave is unforeseeable
8 thirty (30) days in advance, then the employee will provide such notice as
9 is reasonable and practicable.

10 C. PFML Insurance Program Premiums

11 The Employer will deduct premium amounts from the wages of each
12 employee in accordance with [RCW 50A.10.030](#). The Employer will not pay
13 any portion of the employee's share of the premium for family leave or
14 medical leave benefits, or both.

15 D. Supplemental Benefit – Use of Accrued Vacation Leave, Sick Leave and/or
16 Compensatory Time

17 Employees may designate accrued vacation leave, sick leave and/or
18 compensatory time as a supplemental benefit while receiving a partial wage
19 replacement for paid family and/or medical leave under the Washington
20 State PFML Insurance Program, [RCW 50A](#). The Employer may require
21 verification that the employee has been approved to receive benefits for paid
22 family and/or medical leave under [RCW 50A](#) before approving leave as a
23 supplemental benefit.

24

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 09/17/2024
Patricia Foshaug, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

/s/ 09/17/2024
Zenia Javalera, President,
SEIU Local 6

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ARTICLE 20

2

HEALTH CARE BENEFITS AMOUNTS

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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.

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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:

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1. In ways to support value-based benefits designs; and

14

2. To comply with or manage the impacts of federal mandates.

15

C. Value-based benefits designs will:

16

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);

17

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2. Use clinical evidence; and

19

3. Be the decision of the PEBB.

20

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

21

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

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

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

6 **20.3 Wellness**

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

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

21 **20.4** The PEBB Program shall provide information on the Employer Sponsored
22 Insurance Premium Payment Program on its website and in an open enrollment
23 publication annually.

24 **20.5 ~~Medical~~ Flexible Spending Arrangement**

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

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

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

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

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

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

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

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

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

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

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Healthcare Coalition

/s/ 09/24/2024

/s/ 09/23/2024

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

Kurt Spiegel, Executive Director
WFSE

/s/ 09/23/2024

Jane Hopkins, President
SEIU 1199NW

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ARTICLE 24
EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement is effective from July 1, 202~~4~~⁵ through June 30, 202~~3~~⁷.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 09/17/2024

/s/ 09/17/2024

Patricia Foshaug, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Zenia Javalera, President,
SEIU Local 6

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**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](#).

1 c. Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#)
2 (9).

3 d. Information about the infrastructure and security of computer and
4 telecommunication networks as defined in [RCW 42.56.420](#).

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

8 a. Especially strict handling requirements are dictated, such as by statutes,
9 regulations, or agreements.

10 b. Serious consequences could arise from unauthorized disclosure, such as
11 threats to health and safety, or legal sanctions.

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

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

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

24 **The provisions contained in this MOU become effective on July 1, ~~2023~~[2025](#). This**
25 **MOU shall expire June 30, ~~2025~~[2027](#).**

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

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TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/ 09/17/2024

/s/ 09/17/2024

Patricia Foshaug, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Zenia Javalera, President,
SEIU Local 6

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**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 (FSA). 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~~ dollar (~~\$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.

- 1 6. Ensuring that any information shared protects employees' personally identifiable
- 2 information and protected health information.
- 3 7. Exploring options to provide access to this information for non-English speakers,
- 4 for example, a flyer in multiple languages with notification of these benefits.
- 5 **This MOU will expire on June 30, 2027~~5~~.**

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Healthcare Coalition

/s/ 08/21/2024

/s/ 08/22/2024

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

Kurt Spiegel, Executive Director
WFSE

/s/ 08/22/2024

Jane Hopkins, President
SEIU 1199NW

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~~For the Employer:~~

~~For the Healthcare Coalition:~~

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

~~/s/~~

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

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

~~/s/~~

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

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