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# **HEALTH BENEFITS AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**THE COALITION OF UNIONS<sup>1</sup>**

**EFFECTIVE**

**JULY 1, 2011 THROUGH JUNE 30, 2013**

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<sup>1</sup> The Coalition of Unions comprises all exclusive bargaining representatives subject to RCW 41.80 and RCW 47.64.

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**2011-2013**

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## **ARTICLE 1**

- 1.1** 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 annually for benefits in calendar year 2012 and calendar year 2013, respectively. The projected health care premium is the weighted average across all plans, across all tiers. The Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance) in effect for calendar year 2011 will be maintained for the 2011-2013 biennium.
- 1.2** The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- 1.3** **Wellness**  
To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

## **ARTICLE 2**

### **GRIEVANCE PROCEDURE**

- 2.1** 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. The term “union” as used in this article includes individual unions as well as a coalition thereof.
- 2.2** **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.
- 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 steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant; and
7. 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. Pay

Release time, if any, will be provided to grievants and union stewards in accordance with each Union's collective bargaining agreement.

- K. Consolidation  
The Employer may consolidate grievances arising out of the same set of facts.
- L. 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.
- M. Grievance Files  
Written grievances and responses will be maintained separately from the personnel files of the employees.
- N. Alternative Resolution Methods  
Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the 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.

### **2.3 Filing and Processing**

- A. Filing  
A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This twenty-one (21) day period will be used to attempt to informally resolve the dispute.
- B. Processing  
**Step 1 – OFM – Labor Relations Office (OFM/LRO)**  
If the issue is not resolved informally, the Union may present a written grievance to the OFM/LRO within the twenty-one (21) day period described above. The Employer will meet or confer by telephone with a union representative within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

#### **Step 2 – Mediation**

If the grievance is not resolved at Step 1, the Union may choose to file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the OFM Labor Relations Office (OFM/LRO) within thirty (30) days of receipt of the Step 1 decision.

The proceedings of any mediation meeting will not be reported or recorded in any manner, except for agreement that may be reached by the parties during the course of the mediation. Statements made by or to the

mediator, or by or to any party or other participant in the mediation, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

### **Step 3 – Arbitration**

If the grievance is not resolved at Step 2, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session.

#### **C. Selecting an Arbitrator**

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA 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.

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 staff representatives, 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 steward.
5. If, after the arbitrator issues his or her award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

#### **2.4 Successor Clause**

Grievances filed during the term of the 2011 – 2013 Agreement will be processed to completion in accordance with the provisions of the 2011 – 2013 Agreement.

### **ARTICLE 3 SAVINGS CLAUSE**

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

