

# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**SCHOOL EMPLOYEES' BENEFITS BOARD  
COALITION**

**EFFECTIVE**

**JULY 1, 2021 THROUGH JUNE 30, 2023**

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**2021-2023**

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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 2021-2023 budget.

**SCHOOL EMPLOYEES BENEFITS BOARD COALITION**  
**~~2019-2021~~2021-2023**

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**ARTICLE 1 SCHOOL EMPLOYEES HEALTH CARE FUNDING ..... 1**  
1.1 Medical Benefits Funding..... 1  
1.5 Benefit Allocation Factor..... 1  
1.6 Surcharges..... 1  
1.7 Wellness..... 2  
**ARTICLE 2 GRIEVANCE PROCEDURE..... 2**  
2.2 Terms and Requirements ..... 2  
2.3 Filing and Processing..... 4  
**ARTICLE 3 SAVINGS CLAUSE ..... 6**  
**ARTICLE 4 TERM OF AGREEMENT..... 6**  
**ARTICLE 5 LEGISLATIVE CHANGE CLAUSE ..... 6**

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**MEMORANDUM OF UNDERSTANDING (MOU)**

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**MOU..... M-1**

Equitable Access to Health Care

SIGNATURE PAGE

## ARTICLE 1 SCHOOL EMPLOYEES HEALTH CARE FUNDING

### 1.1 Medical Benefits Funding

For benefits during the plan years beginning January 1, ~~2020-2022~~ and January 1, ~~2021-2023~~, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured SEBB-branded Uniform Medical Plan (UMP) with an estimated actuarial value of eighty-eight percent (88%). For example, for benefits during ~~plan year~~~~the plan year beginning January 1, 2020-2021, at the time of this Agreement~~ the EMC ~~is was estimated to be six~~ five hundred and ~~sixteen~~ fifty-five dollars (~~\$616~~555.00) per month for a single employee toward the ~~projected~~ premium for medical benefits; ~~this estimate is expected to change as rates are developed and finalized in 2019~~. In no instance will the employee contribution be less than two percent (2%) of the EMC per month. For employees covering a spouse, state-registered domestic partner and/or children, the EMC rate and minimum employee contribution will be calculated using the tier ratios established by the School Employees Benefits Board (SEBB).

1.2 Employers will contribute one hundred percent (100%) of the premium cost across all tiers for dental insurance coverage and any offered stand-alone vision. Employers will contribute one hundred percent (100%) of the premium cost for basic life and any offered basic long-term disability insurance.

1.3 Employers will contribute one hundred percent (100%) of the K-12 Remittance.

1.4 Employers must contribute the same amount per month for all eligible employees anticipated to work six hundred and thirty (630) hours or more, regardless of funding source.

### 1.5 Benefit Allocation Factor

For the purpose of generating State insurance benefit contributions for school employees, state-funded staff unit allocations including those in the pupil transportation program will be adjusted using a Benefit Allocation Factor (BAF). The BAF will be calculated separately for certificated and classified staff. State-funded classified staff unit allocations will be multiplied by a BAF of one and forty-three hundredths (1.43) and state-funded certificated staff unit allocations will be multiplied by a BAF of one and two hundredths (1.02). These factors are intended to adjust staff unit allocations on the basis of six hundred and thirty (630) hours of work per year.

### 1.6 Surcharges

In accordance with ~~ESSB 6032 Section 504(3)~~the applicable statutory direction, the State will collect a twenty-five dollar (\$25) per month surcharge payment from employee subscribers with one or more members on their accounts who use tobacco products, and a surcharge payment of not less than fifty dollars (\$50) per month from employee subscribers who cover a spouse or state-registered domestic partner,

where the spouse or state-registered domestic partner has chosen not to enroll in another employer-based group health insurance that has benefits and premiums with an actuarial value of not less than ninety-five percent (95%) of the actuarial value of the Public Employees' Benefit Board plan with the largest enrollment. The surcharge payments shall be collected in addition to the employee subscriber premium payment. The State will cease collecting surcharges from employee subscribers if not required by statute or budget proviso.

## 1.7 Wellness

~~A. Eligible employees who enroll as a subscriber in a SEBB medical plan during the 2019 open enrollment period and who register on the SmartHealth portal and complete the well-being assessment prior to the end of that open enrollment period will earn a fifty dollar (\$50.00) wellness incentive in the form of a reduction in the medical deductible or a deposit into the Health Savings Account during plan year 2020, provided they remain eligible and are enrolled in a SEBB medical plan on January 1, 2020.~~

B. ~~For subsequent plan years,~~ Eligible employees who are enrolled as a subscriber in a SEBB medical plan will have the option to earn an annual one hundred twenty-five dollars (\$125.00) wellness incentive in the form of a reduction in the medical deductible or a deposit into the Health Savings Account upon successful completion of required SmartHealth Program activities. SmartHealth Program required activities must be completed in the plan year prior to the plan year in which the incentive is awarded.

## ARTICLE 2 GRIEVANCE PROCEDURE

2.1 The School Employees Coalition and the Washington State Office of Financial Management (OFM) agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Coalition and OFM 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.

### 2.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by the Coalition that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement.

B. Filing a Grievance

Grievances may be filed by the Coalition, by email to [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov).

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 legal holiday (as set forth in RCW 1.16.050), the last day will be the next day that is not a Saturday, Sunday or legal holiday. Grievances, appeals and responses will be transmitted by email.

D. Failure to Meet Timelines

Failure by the Coalition to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by OFM to comply with the timelines will entitle the Coalition 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 grievance and the specific manner in which Coalition bargaining unit members have been harmed;
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 Coalition 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 OFM 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

OFM 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.

## 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 Coalition knew or could reasonably have known of the occurrence. This twenty-one day period will be used to attempt to informally resolve the dispute.

B. Processing

### **Step 1 – Office of Financial Management/State Human Resources Labor Relations Section (LRS)**

If the issue is not resolved informally, the Coalition may present a written grievance to the OFM State Human Resources Labor Relations Section (LRS) ([labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov)) within the twenty-one (21) day period described above. OFM will meet or confer by telephone with a Coalition representative within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Coalition within thirty (30) days after the meeting.

### **Step 2 – Mediation**

If the grievance is not resolved at Step 1, the Coalition 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 LRS ([labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov)) 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 Coalition 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 provision of this Agreement;
  - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and
  - c. Not make any award that provides the Coalition 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 a 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 Coalition and OFM.

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 representatives and 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 Coalition is responsible for paying any travel or per diem expenses for its witnesses.

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

### **ARTICLE 3**

#### **SAVINGS CLAUSE**

If any court of competent jurisdiction or administrative agency of competent jurisdiction finds any article, section or portion of the 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.

### **ARTICLE 4**

#### **TERM OF AGREEMENT**

This Agreement shall be effective July 1, ~~2019~~2021, and shall remain in full force and effect until June 30, ~~2021~~2023. If no successor Agreement has been reached or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, ~~2021~~2023, all the terms of this agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date. Thereafter, the State of Washington may unilaterally implement according to law.

### **ARTICLE 5**

#### **LEGISLATIVE CHANGE CLAUSE**

If the ~~2019~~-Legislature makes changes in statute or budget proviso that impact matters within the scope of bargaining under [RCW 41.56.500](#) or [41.59.105](#), the School Employees Coalition and the Washington State Office of Financial Management (OFM) agree to meet and negotiate the impacts of the legislative change or changes. A request to negotiate the impacts of legislative changes may be made by either party within thirty (30) calendar days following the legislative change being signed into law. The parties will schedule the meeting within thirty (30) calendar days of the request. Provided the ~~2019~~-Legislature has approved the submission of the request for funds for this Agreement in accordance with RCW 41.56.500(4) and 41.59.105(4), this Agreement will remain in full force and effect during the pendency of any impact bargaining under this Article. Any subsequent agreement reached between the parties as a result of impact bargaining under this Article that requires funding will be prospective only, must be provided to the Director of Office of Financial Management by October 1<sup>st</sup> of that year, ~~2019~~, and will follow the process to be approved or rejected by the ~~2020~~-subsequent year's Legislature consistent with [RCW 41.56.500](#) and [RCW 41.59.105](#).

