

COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

**SCHOOL EMPLOYEES' BENEFITS BOARD
COALITION**

EFFECTIVE

JULY 1, 2023 THROUGH JUNE 30, 2025



2023-2025

**SCHOOL EMPLOYEES' BENEFITS BOARD COALITION
2023-2025**

***PLACEHOLDER**

MEMORANDUM OF UNDERSTANDING (MOU)

EQUITABLE ELIGIBILITY AND ACCESS TO SEBB BENEFITS ~~ACCESS TO HEALTH CARE~~..... M-1

SIGNATURE PAGE

**SCHOOL EMPLOYEES' BENEFITS BOARD COALITION
2023-2025**

***PLACEHOLDER**

MEMORANDUM OF UNDERSTANDING (MOU)

EQUITABLE ELIGIBILITY AND ACCESS TO SEBB BENEFITS ~~ACCESS TO HEALTH CARE~~..... M-1

SIGNATURE PAGE

ARTICLE 1

SCHOOL EMPLOYEES HEALTH CARE FUNDING

1.1 Medical Benefits Funding

For benefits during the plan years beginning January 1, 202~~4~~² and January 1, 202~~5~~³, 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) Achieve 2 and no less than \$600.00. The parties mutually agree that if the state, including the School Employees Benefit Board, adopts plan design changes in UMP Achieve 2 that have the net effect of shifting health care costs from employers to plan participants, the School Employees Coalition and the Washington State Office of Financial Management agree to meet to negotiate the impact of those changes. with an estimated actuarial value of eighty-eight percent (88%). For example, for benefits during plan year 2021 the EMC was five hundred and fifty five dollars (\$555.00) per month for a single employee toward the premium for medical benefits. 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.

1.3 For benefits during the plan years beginning January 1, 2024 and January 1, 2025, employers will contribute an additional average projected monthly contribution of six dollars (\$6.00) on behalf of each eligible employee for health care benefits. Any amount included in the enacted 2023-2025 budget that reduces member costs will be applied to fulfilling this provision of the agreement. If the enacted amount is equal to or greater than the equivalent of the additional average projected monthly contribution of six dollars (\$6.00), this provision of this agreement will be superseded, and no additional funding will be provided.

1.4 Employers will contribute one hundred percent (100%) of the premium cost for basic life and any offered basic long-term disability insurance.

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

1.64 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.

1.75 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.

1.86 Surcharges

In accordance with the applicable statutory direction, the State will collect a twenty-five dollar (\$25.00) 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 (\$50.00) 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.

1.97 Wellness

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.

1.10 Quarterly Collaboration Meetings

The parties agree to meet quarterly to discuss issues of mutual concern.

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.

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; and
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 (21) 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.relation@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) 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, ~~2021~~2023, and shall remain in full force and effect until June 30, ~~2023~~2025. 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, ~~2023~~2025, 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 Legislature makes changes in statute or budget proviso that impact matters within the scope of bargaining under RCW 41.56.500 or RCW 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 Legislature has approved the submission of the request for funds for this Agreement in accordance with RCW 41.56.500(4) and RCW 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 1st of that year, and will follow the process to be approved or rejected by the subsequent year's Legislature consistent with RCW 41.56.500 and RCW 41.59.105.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE SCHOOL EMPLOYEES LABOR COALITION**

Equitable Eligibility and Access to SEBB Benefits~~Access to Health Care~~

The Coalition and the State are both interested in ensuring equitable access to health care and consistent eligibility standards across the state in accordance with the statutes and policies determined by the Legislature and the School Employees Benefits Board. The parties have met during 2021 and 2022 to review and discuss equitable implementation of the SEBB program as well as global issues around inequitable access and treatment in health care. The parties are committed to continuing this work during the term of this agreement.

~~The Coalition and the State agree to meet during 2021 and 2022 to review and discuss:~~

- ~~a) — The implementation of the SEBB program;~~
- ~~b) — Benefit eligibility data by district, including data regarding eligibility by job type that is a subject of a Joint Legislative Audit and Review Committee report (Section 1, Chapter 8, Laws of 2020) due in 2021; and~~
- ~~c) — Global issues around inequitable access and treatment in health care, with SEBB-specific information provided when possible.~~

The parties will continue discussions focused on consistent and equitable implementation of SEBB policies. These discussions will include reviewing data that may be needed to better evaluate eligibility and equitable access to benefits within the SEBB program. Examples may include data that would allow for analysis by job classification with classified administrators and supervisors grouped as their own job classification, by hours worked, race and ethnicity, and by income. The Coalition will have access to this data in aggregate form to ensure protection of individual identifying information and protected health information, as required by State and Federal law. Any data sharing is subject to execution of a Data Sharing Agreement (DSA) and approval by HCA's Data Utilization Committee (DUC).

The parties also agree to review the appeals process and discuss improvements in the SEBB appeals system.

If there are noticeable inconsistencies in health benefit eligibility identified across SEBB employers, the parties may recommend to the School Employees' Benefit Board policies and guidance that could bring greater consistency in the application of eligibility standards across the state.

~~This meeting is intended to provide a forum for the Coalition and the State to discuss and understand issues that lead to health inequities, including institutional racism in health care, and, where possible, to identify policy positions that could be jointly supported by the Coalition and the Governor before the Legislature.~~

