1. ARTICLE 1 – RECOGNITION

new Section 1.05 – To read:

The Union will be notified on a monthly basis if any bargaining unit position is vacated and is going to be filled on a temporary basis or left vacant temporarily or eliminated. Such notice shall be in writing and include the job classification, work location, manager, and amount of FTE(s) vacated.

2. ARTICLE 4 – UNION BUSINESS

Section 4.03 Bulletin Boards. – The Union withdraws our proposal.

3. ARTICLE 5 – RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

Section 5.02(c) Subcontracting. – Revise to read:

In the event the Employer decides to contract out a service which will result in the layoff of bargaining unit employees, the Employer will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the Collective Bargaining Agreement, e.g., voluntary severance, the involuntary layoff process. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as credit for seniority/tenure, sick leave and pension. Impacted employees not wanting to be hired by the contracting entity shall move to another position or be laid off in accordance with the terms and conditions of the Collective Bargaining Agreement. (TA 5/12/15?)

4. ARTICLE 6 – DEFINITIONS

Section 6.05 Temporary Employees. – Revise to read:

A temporary employee is one who is hired to work on an intermittent/on call basis, as an interim replacement or for temporary work on a predetermined work schedule involving a specific work assignment which does not extend beyond three (3) calendar months. Temporary employees will not be regularly utilized to fill regular positions beyond three (3) calendar months with the following exceptions:

(a) Temporary employees hired to replace a regular employee on PTO or leave of absence may be retained on temporary status for the duration of the leave of absence.
Employees will be notified by the Employer in writing of this temporary status when hired.

(b) Temporary employees hired specifically for vacation relief and students working during vacation breaks or on a bona fide training program. The Employer will obtain the Union's consent prior to its participation in any training programs. Such consent will not be unreasonably withheld.

(c) Temporary employees hired specifically for a project or for training needs for current employees or when it is known that a vacant regular position is going to be eliminated provided the Employer notifies the Union in advance.

(d) Any temporary employee worked beyond three (3) calendar months shall be considered a “limited duration employee.” The Employer will notify the Union in writing at least four (4) weeks prior to implementing a decision to fill any positions with limited duration employees including the reason(s) for needing the limited duration employee, the job title, FTE, shift, department, work unit, work location, supervisor and duration of the position. Any temporary limited duration employees working a regular schedule of .5 FTE or more shall receive medical benefits and pay for GHC designated holidays in accordance with the Collective Bargaining Agreement.

new Section 6.06 Limited Duration Employee. – The Union withdraws our proposal.

Section 6.07 Changes in Shift. The Union rejects the Employer’s 3/31/15 proposal; maintain current language.

5. ARTICLE 7 – EMPLOYMENT PRACTICES

new Section 7.12 – To read:

The Employer and Union can mutually agree that bargaining unit employees shall be able to telecommute.

Union proposal for a specific Telecommuting Agreement pending.

new Section 7.13 – To read:

Except by mutual agreement, bargaining unit employees will not be relocated to serve a temporary assignment at a different facility than one’s regularly assigned work site.

6. ARTICLE 8 – SENIORITY, LAYOFF, RECALL

Section 8.04(b) Work Unit. – The Union rejects the Employer’s 3/31/15 proposal; maintain current language.

Section 8.05 Implementation of a Group Health Initiative and/or Restructure Proposed Change. – Revise to read:
The following terms, conditions and/or procedures will be used whenever a proposed change that may have significant impact to OPEIU bargaining unit members occurs. The Employer’s initiatives and/or restructures impact OPEIU bargaining unit members for the duration of this Agreement. The term “impact” “proposed change” as used in this Agreement means the elimination of any OPEIU bargaining unit position, bargaining unit members having a reduction of more than .2 in FTE, the relocation of an employee or a work unit and/or will require the use of temporary employees beyond three (3) months. The parties agree to bargain over those issues very unique to each initiative situation described above as a proposed change. It is not the intent of the parties to apply these terms to isolated instances involving the reduction of a FTE or the elimination of unfilled positions.

1) The Union will be notified in writing at least sixty (60) days prior to implementing an initiative a proposed change that impacts OPEIU bargaining unit members and their work, as defined above.

2) Within one two (2) weeks following notification of an initiative and/or restructure a proposed change, the Union will be provided a written “Explanation of Initiative the Proposed Change and the necessary preliminary data to assess the impact, including:

(a) a summary of the proposed change initiative/restructure;

(b) the implementation date of the proposed change an initiative;

(c) the impacted work units;

(d) a description of the FTEs to be reduced, eliminated and/or moved to another location, including work location and manager;

(e) the names and FTE of the employees in the impacted classifications(s) in the impacted work unit(s) and the seniority roster of each impacted classification;

(f) the positions and classifications that will be remaining after the initiative/restructuring proposed change (future model positions) are implemented, including the FTE and shift hours of each position.

(g) the initial utilization plan for using temporary employees.

3) If more than one classification is impacted in the same work unit, the bidding will begin with the highest paid classification impacted by the initiative/restructuring proposed change.

4) For bargaining unit employees in a classification impacted by a Group Health initiative or restructure a proposed change, re-bidding shall be done by order of seniority within the entire classification Co-op wide if more than ten percent (10%) of the classification is impacted. If less than ten percent (10%) of a job classification is impacted, a rebid by order of seniority within the impacted classification at the impacted facility will be done. If an initiative a proposed change is to be rolled out to more than one GHC facility, the seniority lists of each impacted classification at the impacted facilities will be combined into one seniority list for purposes of re-bid or layoff.
On the basis of seniority (Co-op wide if more than ten percent (10%) of the job classification is impacted or within their facility if less than ten percent (10%) of the job classification is impacted), employees may select one of the following options:

(a) A voluntary severance package, if available;

(b) One of the remaining positions (future model positions) in their impacted classification – within their facility if less than ten percent (10%) of the classification is impacted or Co-op wide if more than ten percent (10%) of the classification is impacted; or

(c) A vacancy in their same classification; or

(d) If no comparable position is available, bump a less senior person off the Co-op wide Low Senior Roster or bump a less senior person off the Probationary Roster from the same geographic area. This Probationary Roster will consist of employees in the impacted classification who have less than six (6) months’ service at the time of bidding and the number of employees on this roster will be equal to the number of employees that are on the Low Senior Roster.

If there are no comparable positions to select from either the Low Senior Roster or the Probationary Roster, they may take an involuntary severance package with recall rights.

After the initial selection is completed, the next most senior employee shall be offered voluntary layoff/severance or a severance or the right to select a position by again counting the number of remaining positions and voluntary severance packages until all impacted employees make a selection. Employee decisions made during this selection process are binding and cannot be reversed. All moves required by this process will be made according to the Employer’s schedule.

5) The Low Senior Roster will include only the least senior positions remaining after the implementation of an initiative a proposed change and will be reduced by one position, that position being the most senior position, for each voluntary severance package selected. The Union will be provided low senior rosters with the incumbent names included – for informational purposes only.

6) GHC and the Union will jointly sponsor all training sessions about the bidding process and each re-bid. These events shall be scheduled between GHC and Union Representatives at least four (4) weeks of the training or bidding and shall be held at locations so that impacted employees may attend during work hours. Impacted employees on paid time off shall receive re-bid training from their manager upon their return. Low senior roster employees shall be notified by the Employer of their position on the Low Senior Roster.

7) At least five (5) work days prior to the commencement of each training period and at least three (3) days before each phase of the re-bid process, GHC will provide the Union with all informational materials to be distributed to employees at each event. Such information shall include:
(a) A list of the remaining positions in each impacted classification including FTE, work schedule, brief description of work, supervisor and estimated longevity of the position, if known;

(b) A seniority list for each impacted classification, including seniority dates, FTEs, and work locations of each employee;

(c) The most current list of GHC vacancies for impacted classification(s);

(d) Commuting and transportation options for impacted employees, including public transportation and van pooling information.

(e) The low senior roster for each impacted classification.

8) Employees will have at least five (5) calendar days after attending a re-bid training before beginning the re-bid process and deciding which option to select.

9) After the job bidding occurs and the Union is notified in writing of the results, employees and the Union will be provided at least four (4) weeks’ written notice prior to the elimination of any positions, the reduction of any positions or the relocation of any positions outside their comparable geographic area. Impacted employees shall be guaranteed pay and benefits at their current FTE through the scheduled date of implementation, unless the employee initiates an earlier separation or transfers within GHC.

10) If temporary employees must be used to effectuate the implementation of a proposed change and work a regular schedule of .5 FTE or more in an impacted work area/unit, they shall receive medical benefits for themselves and shall be paid for GHC designated holidays in accordance with the Collective Bargaining Agreement.

11) Managers will make every effort to accommodate vacation requests for impacted and transferred employees.

12) Sixteen (16) hours of paid time, prorated for part-time employees, shall be provided for outplacement assistance and job search efforts for those employees being laid off, either voluntary or involuntary.

13) Proposed changes in shifts in excess of one (1) hour or reduction in FTEs of more than .2 prior to six (6) months following implementation of a GHC initiative/restructure, shall allow impacted employees to seek other positions in accordance with the Collective Bargaining Agreement.

14) Transferred employees will have up to six (6) weeks to succeed in their new positions or be subject to layoff with involuntary severance benefits with no recall rights.

15) Impacted employees designated for involuntary layoff will have preference for vacant internal positions in the bargaining unit prior to consideration of external employees, non impacted employees and temporary employees, if in GHC’s judgment, the impacted employees’ skills and abilities are substantially equal.
16) If an initiative a proposed change is rolled out over time and as each impacted work unit goes live, employees in that work unit, who had previously selected voluntary or involuntary severance and are still working, may, by seniority, transfer into a posted vacant regular position of limited duration in their same classification to extend their employment as regular employees with no changes to their benefit status. Their severance will begin at a new and later date, once the position they transferred into ends.

Section 8.06 Exception to Implementing Layoff Procedures. – The Union rejects the Employer’s 3/31/15 proposal.

Section 8.07(a) Voluntary Severance Voluntarily Severing Employment Due to Layoffs. – Revise to read:

Prior to implementing an involuntary a layoff, the Employer will offer eligible employees the job classification in the work unit where layoffs are planned, the opportunity to voluntarily terminate their employment and accept severance benefits in accordance with the Employer's Policy on Separation Assistance to be effective January 1, 1996 and as further described below. The number of volunteers may not exceed the number of planned reductions (FTE/number of positions). Any employee who meets eligibility requirements may volunteer, providing, that in the Employer's judgment, the remaining employees are qualified to perform the required work. In the event more employees volunteer than needed, more senior employees will be accepted as volunteers, providing, that in the Employer's judgment, the remaining employees are qualified to perform the required work.

Section 8.07(b)08 – Voluntary Severance Benefits – Revise to read:

Voluntary benefits will consist of severance pay and extended medical benefits. Employees will be entitled to two (2) weeks of severance pay for each year of service to a maximum of eighteen (18) twenty-four (24) weeks of severance pay, appropriately prorated to the employee's FTE and rate of pay at the time of selecting voluntary severance. Non-probationary employees who have less than one (1) year of service, shall be entitled to two (2) weeks of severance pay. Years of service shall be calculated on the employee’s last day of employment with the Employer.

Extended medical coverage will consist of Group Health paid medical benefits for the employee and enrolled family members or other dependents under the Group Health Cooperative Medical Coverage Plan for a period of twelve (12) after the date on which their medical coverage would have otherwise terminated because of the termination of their employment with Group Health. Should the former employee become eligible for Medicare, the Group Health provided medical coverage will switch to Medicare supplement coverage for the remainder of the twelve months when the employee timely registers for Medicare.

Section 8.08(a) Involuntary Layoff Options. - Revise to read:

An employee subject to involuntary layoff will have the following options:

(a) The employee may choose any vacancy in the employee's job classification for which the employee is qualified.

(b) In the event there is no comparable vacancy for which the employee is qualified, the employee may choose a position from the appropriate Low Senior Job Roster for which the employee is qualified.
(c) The employee may choose lay off with recall rights and involuntary layoff benefits in accordance with Group Health policy.

An employee identified for layoff whose name already appears on the Low Senior Job Roster, and any employee on the Low Senior Job Roster whose position has been selected as a result of this process, shall be subject to layoff with recall rights and involuntary severance benefits, providing the employee is eligible under the terms of the policy.

7. **ARTICLE 9 – HOURS OR WORK. OVERTIME**

   Section 9.07 Notification of Shift or Schedule Changes. The Union rejects the Employer’s 3/31/15 proposal; maintain current language.

8. **ARTICLE 10 – CLASSIFICATIONS AND RATES OF PAY**

   1. Section 10.01 Wage Schedule. Appendix “A” attached hereto, and made a part of this Agreement, is the wage schedule that shall be effective on the dates indicated therein. This Agreement shall not preclude the Employer at its option with mutual agreement from the Union from paying more than the contract rate of pay.

   2. Effective April 1, 2015, increase all bargaining unit employee’s rate of pay and the pay rates in Appendix “A” by 3% 2.5%.

   3. Effective April 1, 2016, increase all bargaining unit employee’s rate of pay and the pay rates in Appendix “A” increase by 3% 2.5%.

   Effective April 1, 2017, increase all bargaining unit employee’s rate of pay and the pay rates in Appendix “A” increase by 3% 2.5%.

   4. Effective April 1, 2015, reduce the wait to move to the current last wage step from two (2) years to one (1) year.

   Effective April 1, 2015, add a new last step equal to two percent (2%) above the last step with an annual wait from the previous last step.

   For the duration of the new Agreement, employees topped out on Appendix “A” will receive the equivalent of a step (2%) in the form of a lump sum bonus on their yearly anniversary date; all other employees shall advance a step on their anniversary date.

   5. Any time worked after twelve (12) consecutive hours shall receive overtime at the rate of double their rate of pay.

   6. Rate of pay for the new position of Mail Room Membership Specialist to start at $15.48 on the current wage scale.

   Section 10.12 Mandatory Meetings/Training. – The Union withdraws our proposal.
9. ARTICLE 11 – HOLIDAYS

Section 11.01(a) Holiday Pay Benefit for Observed Holidays on an Employee’s Scheduled Workday. – Revise to read:

The employee will receive the holiday pay benefit for the hours that the employee would normally have been scheduled but for the holiday or, if mutually agreeable, a compensatory day off with regular pay may be taken within a thirty (30) calendar day period.

*This Section shall apply effective September 9, 2012.

Section 11.01(b) Holiday Pay Benefit for Observed Holidays on an Employee’s Scheduled Day Off. – Revise to read:

If an observed holiday falls on an employee’s regularly scheduled day off, the holiday pay benefit (or compensatory day instead) will be prorated by FTE and shall be calculated by multiplying the employee’s assigned FTE times the average shift lengths. For example: Employee assigned a .45 FTE normally works two (2) eight (8) hour shifts and two (2) ten (10) hour shifts has an average shift length of nine (9) hours. Holiday pay is calculated by multiplying forty-five percent (45%) by nine (9) to equal 4.05 hours.

The holiday pay benefit will only apply for observed holidays.

The holiday pay benefit for third shift employees shall be paid according to Section 11.01(a) when the majority of the employee’s scheduled work hours are on the observed holiday.

When the actual and observed holiday occur on the same day, the observed holiday language will apply.

*This Section will apply effective September 9, 2012.

Section 11.02 Assignment of Holiday Work. – Revise to read:

For departments opened on actual and/or observed holidays, any regular or probationary employees regularly scheduled to work that day will be assigned the holiday unless they request not to work. An employee’s request to not work on their assigned holiday must be made at least thirty (30) calendar days prior to the holiday and applies to any shift that day. Thereafter, available holiday shifts will be posted for five (5) business days. These available holiday shifts will be assigned to the most senior qualified employee volunteering to work. If there are no qualified or sufficient number of volunteers for an available shift, work on a holiday will remain assigned to the employee(s) originally assigned to work that shift.

When an employee’s request is approved for an observed holiday, the employee shall be paid the holiday pay benefit per Section 11.01(a) and will not use PTO.

When an employee’s request is approved for an actual holiday, the employee shall take PTO. If the employee does not have adequate PTO to cover the day, the leave will be Leave with Benefit (LWB) and shall not count as an occurrence.
When the number of holiday shifts is fewer than on a normal work day, work assignments will be made by seniority from the staff normally scheduled to work that day.

*This Section shall apply for all holidays not already assigned as of ratification of this Agreement. Any requests to work or not work already approved will not be changed as a result of this Agreement. This Section shall go into full effect January 2, 2013.

Section 11.03 Pay for Actual and Observed Holiday Worked. – Revise to read:

Any regular or probationary employee working on an actual and/or observed holiday shall be paid one and one-half (1 ½) times the regular rate of pay for the hours scheduled to be worked on the holiday unless the employee voluntarily leaves early, in which case pay will be based on hours worked.

*This Section will apply effective September 9, 2012.

Section 11.04 Observed Holiday During Vacation. – Revise to read:

If an observed holiday falls during an employee's vacation, the employee will receive holiday pay benefit for the day.

*This Section will apply effective September 9, 2012.

(TA 3/31/14)

10. ARTICLE 12 – PAID TIME OFF (PTO)

Section 12.02.3 Unscheduled Absence. – Revise to read:

The following notification standards shall be used to determine whether an absence is scheduled or unscheduled, for purposes of determining an employee’s attendance record (if the Employer approves an absence, no occurrence will be applied to the employee’s attendance record):

Section 12.07 PTO/Vacation Scheduling. – The Union withdraws our proposal.

Section 12.10 Seattle City Ordinance. – Delete:

The provisions of Seattle Ordinance Number: 123698, Chapter 14.16 to the Seattle Municipal Code establishing minimum standards for the provision of paid sick and safe time shall not apply to any employees covered by this Collective Bargaining Agreement. The requirements of this ordinance are expressly waived. Employees who work less than 20 hours per week on a regular basis will accrue one (1) sick/safe hour for every forty hours worked not to exceed 56 hours per calendar year in accordance with the Seattle and Tacoma Paid Sick and Safe Time Ordinance (PSST). Accrual will begin after the employee has completed 240 hours of work each calendar year. Employees may use PSST after the 180th calendar day from their start date with the Employer. PSST can be used in one (1) hour increments. Employees may not accrue or carry over more than 56 hours of unused PSST in any calendar year. The Employer will abide by all provisions of the PSST Ordinances of Seattle and Tacoma.
11. ARTICLE 13 – INSURANCE

Sections 13.01 – 13.02. The Union accepts the Employer’s 3/31/15 proposals.

Section 13.04 Life Insurance. – The Union accepts the Employer’s 3/27/15 proposal.

Section 13.05 Short-term Disability Payments. The Union rejects the Employer’s 3/31/15 proposal; maintain current language.

12. ARTICLE 14 – SHORT TERM DISABILITY AND EXTENDED ILLNESS BANK (EIB) HOURS

Section 14.01 Short Term Disability (STD) Benefit. – The Union rejects the Employer’s 3/31/15 proposal; maintain current language.

Section 14.01 Extended Illness Bank (EIB). – Revise to read:

Employees shall accrue 48 hours per year (pro-rated for part-time employees) into the Extended Illness Bank (EIB) for use in the event of extended illness. The accrual shall be at the rate of 1.85 hours per pay period or .023 hours per hour worked. The maximum accumulation to the EIB bank shall be 1000 hours.

EIB hours may be used in the event of an illness lasting longer than 16 consecutive scheduled work hours (pro-rated for part-time employees). The first 16 consecutive hours of scheduled work time (pro-rated for part-time employees) missed due to an illness shall be deducted from the employee’s PTO account; all subsequent hours of absence due to the same illness may be taken from the EIB. For example, an employee assigned a .5 FTE, may access EIB after the first 8 consecutive hours of schedule work are missed due to an illness. (.5 FTE x 16 work hours = 8 hours.)

For those absences beginning on or after January 1, 2014, employees will use sixteen (16) consecutive hours of PTO (pro-rated for FTE) for each occurrence of a different illness or certified health condition for the employee or the employee’s qualified family member before using EIB hours. For example: An employee has been certified as having asthma. As a result, the employee is absent for three (3) eight (8)-hour days due to asthma. PTO is used for the first two (2) eight (8)-hour days and EIB is used for the third (3rd) eight (8)-hour day. Two (2) weeks later, the employee has another asthma attack or a different illness or qualifying family illness that requires an absence of another three (3) days. Because this is a different occurrence illness and/or certified health condition, the employee will use another sixteen (16) consecutive PTO hours, and available EIB hours will be used beginning on the third (3rd) day.

There are four (4) exceptions for which EIB hours may be used for the first day of absence due to illness:

1) Occupational Injury. In the event an employee has exhausted his/her PTO, and incurs an occupational injury for which the employee is eligible for workers compensation insurance, then the employee will have access to his/her EIB accrual at the first day of
absence due to the occupational injury if requested by the employee. Otherwise, employees may use PTO or have the time be unpaid.

2) **Relapse or On-going Treatment.** In the event an employee suffers a relapse of the same illness within five (5) calendar days of returning to work or a medical condition of an employee or the employee’s qualified family member requires on-going therapy and/or treatment (such as chemotherapy, radiation treatment and physical therapy), the additional hours of illness or on-going therapy and/or treatment shall be treated as part of the original illness for purposes of eligibility to access the EIB.

3) **Ten-Day Absence.** In the event an employee has an extended illness lasting more than ten (10) calendar days, the first 16 scheduled hours of work (pro-rated for part-time employees) missed due to that illness shall be paid retroactively from the employee’s EIB account.

4) **Hospitalization.** In the event an employee is hospitalized overnight, the employee will have access to his/her EIB accrual on the first day of absence due to the hospitalization. Outpatient surgery, if requiring five (5) or more calendar days of recovery, may also be paid from the employee’s EIB account.

Section 14.03 Medical Appointment. – Revise to read:

Employees will be expected to schedule medical/dental appointments and/or treatments during non-working hours. Paid release time will be allowed for medical/dental appointments and/or treatments (including FMLA related conditions) for employees and their dependents which an employee is unable to schedule during non-work hours. Up to four (4) twelve (12) hours per calendar year may be included as release time, to be paid only when a minimum of three (3) days advance notice is received and the absence is approved by management. Requests will not be unreasonably denied. Release time for medical/dental appointments and/or treatments subject to supervisory approval based upon patient care considerations and departmental needs. Medical appointment time must be taken in at least one (1) one-half (1/2) hour blocks of time. Paid release time is not considered absence from work or considered occurrences for attendance purposes.

13. **ARTICLE 15 – LEAVE OF ABSENCE**

Section 15.02 Health Leave. - The Union rejects the Employer’s 3/31/15 proposal.

14. **ARTICLE 17 – PERSONNEL POLICIES, PROCEDURES, DIRECTIVES AND GUIDLINES**

Revise to read:

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Union shall be given a copy of these personnel policies and shall have access to GHC’s electronic systems used to disseminate policies, procedures, standardized work processes
and any other information communicated to bargaining unit employees regarding the terms and conditions of their employment. The Employer will notify the Union of any newly created policies or substantive changes prior to implementation so the Union may exercise its bargaining rights under the National Labor Relations Act (NLRA).

15. ARTICLE 18 – GRIEVANCE PROCEDURE

**Step I:** Union proposal pending.

**Step IV:** Arbitration – Revise to read:

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within fourteen (14) working days following receipt of the written response from the Labor Relations Administrator (or designated representative). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator’s decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

Any grievance not heard by the arbitrator within six (6) months following the date of the notice of submission to arbitration will be forfeited unless an extension is agreed to by both parties. Forfeiture is not a determination on the merit of the grievance and shall not constitute a precedent.

To expedite and resolve outstanding issues, the parties will meet upon written request by either party to review pending grievances at or beyond Step 3. This quarterly review will not substitute for the orderly processing of grievances as required by Article 18.

16. ARTICLE 20 – RETIREMENT PLAN

**Sections 20.01 – 20.05** – The Union rejects the Employer’s 2/3/15 proposal; maintain current language.

Effective January 1, 2016, the GHC defined benefit retirement plan will no longer be open to new enrollees in the bargaining unit.

January 1, 2016, GHC to offer the early retirement buy-out to all eligible bargaining unit employees as follows:
1. GHC will offer early retirement for all eligible bargaining unit employees in the top three steps of their job classification.

2. All eligible employees will receive severance pay and medical COBRA benefits in accordance with our Collective Bargaining Agreement.

3. All eligible employees that participate in GHC’s Defined Benefit Plan will be able to withdraw retirement benefits up to three (3) years early with a reduced penalty * (see chart below).

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4. Any written notifications of retirement by eligible employees submitted to GHC within the last 12 months and have not yet retired by ratification of a new Collective Bargaining Agreement, shall receive the early retirement offer described above.

17. ARTICLE 21 – LABOR/MANAGEMENT COMMITTEE

Revise to read:

Within sixty (60) days of ratification of this Agreement, the Employer and the Union will develop a joint Labor/Management Committee, which will be effective during the term of this contract. There will be five (5) six (6) employee members appointed by the Union and five (5) six (6) management members appointed by the Employer on the Committee. The purpose of the Committee is to foster improved communications between the Employer and the employees. The function of the Committee shall be advisory. Any member of the Committee may recommend issues to be discussed. All such issues will be placed on the Committee’s agenda for discussion. All substantive issues passed by a majority of the Committee will be shared with the appropriate Senior Leadership at Group Health for consideration and action when appropriate.

The Labor/Management Committee shall establish a mutually agreeable meeting schedule of once a month. Committee members shall suffer no loss of pay if they attend Labor/Management Committee meetings with Employer representatives during the employee’s scheduled work time. (TA 5/12/15)
18. ARTICLE 24 – TERM OF AGREEMENT

This Agreement shall be effective April 1, 2012 and shall continue in full force and effect to and including March 31, 2015 and from year-to-year thereafter unless reopened by either party.

The wage rates set forth in this Agreement shall be effective on the dates set forth in Appendix “A”. Either party may reopen this Agreement upon written notice by certified mail to the other party at least ninety (90) days prior to the expiration date.

19. FLOAT COVERAGE AGREEMENT LETTER OF UNDERSTANDING

Change the FAST geographic location clusters to reflect the following:

Bellevue Cluster:

Bellevue (Primary Location)

DAG
Eastside Learning Center
Factoria
Renton
Redmond

Tukwila Cluster:

Appointing Center (Primary Location)

DAG
Burien
Federal Way
Kent

North Cluster:

Everett (Primary Location)
Lynnwood
Northshore
Redmond

South, Kitsap, Seattle, Olympia Clusters – No Change

Add Eastern Washington

20. MISCELLANEOUS

- Letters of Understanding to remain in effect - pending

The Union reserves the right to add to or modify our proposal.